

**CITY OF TACOMA**  
**REQUEST FOR QUOTATION**  
**GENERAL TERMS AND CONDITIONS**

**1. Preparation/Submittal of Bids**

A. All information requested of the Bidder/Proposer must be entered in the appropriate space on the form. Failure to do so may disqualify your bid/proposal.

B. All information must be written in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid/proposal. Corrections shall be initialed in ink by the person signing the bid/proposal.

C. Time of delivery must be stated as the number of calendar days following receipt of the order by the Bidder/Proposer to receipt of the goods or services by the City and may be a determining factor in the award of the contract.

D. All bids/proposals must be signed by an authorized officer or employee of the Bidder/Proposer.

E. The City of Tacoma will not be responsible for any explanation interpretation of the RFB/RFQ/RFP documents, except if made by written addendum.

F. Bids/Proposals must be submitted by or prior to the RFB/RFQ/RFP date and time specified. The RFB/RFQ/RFP number, opening date and Buyer must be noted on the face of the envelope if submitted by mail or in person.

G. Submission of a facsimile bid/proposal in lieu of a mailed bid/proposal is at the option of the Bidder/Proposer unless otherwise stated in the RFB/RFQ/RFP. The City accepts no responsibility for transmission errors if transmitted by fax.

H. All bid/proposal prices must remain firm for acceptance by the City for a period of at least 60 calendar days from the RFB/RFQ/RFP opening date.

**2. Bid/ Proposal Withdrawal:** No bid/proposal can be withdrawn after having been formally opened by a representative from the City Purchasing Office.

**3. Shipping and Delivery:** F.O.B. Point/Freight: All prices quoted shall be F.O.B. destination, freight prepaid and allowed. Failure to meet this requirement may result in your bid/proposal being rejected as non-responsive. Deliveries will be accepted between 9:00 a.m. and 3:30 p.m., at the delivery address shown on the front of the RFB/RFQ/RFP, Monday through Friday (except on legal holidays of the City of Tacoma).

**4. Payment Terms:** Prices will be considered as net 30 if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid/proposal. Invoices will not be processed for payment nor will the period of the cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence upon the final approval for payment.

**5. Terms and Conditions:** All terms and conditions of the City of Tacoma Purchase Order form shall apply to contracts resulting from this RFB/RFQ/RFP.

**6. Taxes:**

A. The City of Tacoma is exempt from Federal excise tax.

B. The City of Tacoma is subject to Washington State Sales Tax.

C. Section 6A.30.060 of the Tacoma Municipal Code (TMC) provides that all transactions with the City of Tacoma, wherever consummated, are subject to the City's Business and Occupation Tax. It is the responsibility of the Bidder/Proposer awarded the Contract to register with the City of Tacoma's Finance, Tax and License Division, 733 Market Street, Room 21, Tacoma, WA 98402-3768, 253-591- 5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

D. Do not include Washington State Sales Tax or Federal Excise Tax in the prices quoted. Bidder/Proposer is responsible to determine the correct sales tax rate to be paid and include it in the appropriate blank on the RFB/RFQ/RFP page.

**7. Increase or Decrease in Quantities/Extensions:** The City reserves the right to increase or decrease the quantities of any item under this contract and pay according to the unit price in the RFB/RFQ/RFP. Unless otherwise specified in the solicitation, contracts resulting from this RFB/RFQ/RFP are subject to extension by mutual agreement at the same prices, terms and conditions.

**8. Evaluation of Bids/Awards:**

A. The City reserves the right to: (1) award bids/proposals received based on individual items or groups of items, or on the entire list of items (2) to reject any or all bids/proposals or any part thereof, and if necessary, call for new bids/proposals (3) to waive any informality in the bids/proposals, and (4) to accept the bid/proposal that is the lowest and the best bid/proposal in the interest of the City of Tacoma.

B. The City reserves the right to correct ambiguities and obvious errors in the Bidder/Proposer's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

C. In the evaluation of bids/proposals, the Bidder's/Proposer's experience, delivery time, and responsibility in performing other contracts will be considered. In addition, the bid/proposal evaluation factors set forth in TMC Section 1.06.253 may be considered by the City as well as the tax revenue the City would receive from purchasing item(s) from a supplier or suppliers located inside or outside the boundaries of the City of Tacoma.

**9. Approved Equivalents:**

A. Unless an item is indicated "No Substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equivalent items will be considered by the City, provided that the Bidder/Proposer specifies the brand and model, and provides all descriptive literature, independent test results, product samples, etc., to enable the City to evaluate the proposed "equivalent."

B. The decision of the City as to what items are equivalent shall be final and conclusive. If the City elects to purchase a brand represented by the Bidder/Proposer to be an "equivalent," the City's acceptance of the item will be conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equivalent, the item shall be returned at the Bidder/Proposer's expense and the contract canceled without any liability whatsoever to the City.

C. When a brand name or level of quality is not stated by the Bidder/Proposer, it is understood the offer is exactly as specified. If more than one brand name is specified, Bidder/Proposer must clearly indicate the brand and model/part number being bid/proposed.

**10. Warranties/Guarantee:** Bidder/Proposer warrants that all materials, equipment and/or services provided as a result of the RFB/RFQ/RFP shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications of the RFB/RFQ/RFP; all items comply with all applicable safety and health standards established for such products by the Washington Industrial Safety and Health Act (WISHA), RCW Chapter 49.17, the U.S. Occupational Safety and Health Act (OSHA) and/or Consumer Products Safety Act, and all other applicable federal laws or agency rules; all items are properly packaged; and all appropriate instructions or warnings are supplied including any applicable MSDS sheets.

**11. Legal Disputes:** The sole venue of any legal action arising out of the Contract or any bids submitted in response to this RFB/RFQ/RFP shall be in the Pierce County Superior Court for the State of Washington and the interpretation of the terms of the Contract shall be governed by the laws of the State of Washington.

**12. Contract Compliance Forms:** TMC requires Bidder/Proposer's to submit proof and/or documentation of compliance with the City's requirements for equal economic opportunity and solicitation of Historically Underutilized Business subcontractors. If compliance forms are included with this RFB/RFQ/RFP, they must be fully and accurately completed and submitted at time of RFB/RFQ/RFP opening. Failure to do so may result in the bid/proposal being declared non-responsive. For compliance questions contact the City's Contract Compliance Office 747 Market Street, Tacoma, WA 98402, 253-591-5825.

**13. Code of Ethics:** TMC, Chapter 1.46, provides standards for certain unethical conduct by others including bidders and contractors. Violation of the City's code of ethics shall constitute a breach of contract, and will be grounds for termination of this contract.

**14. Prevailing Terms and Conditions:** Bidder/Proposer acknowledges and agrees that the terms and conditions stated herein shall control and prevail over any other conflicting terms and conditions Bidder/Proposer may present in connection with this Contract.



# CITY OF TACOMA

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**THIS IS NOT AN ORDER**  
**All prices quoted shall be F.O.B.**  
**Destination, Freight Prepaid and Allowed**

All responses & inquiries must be  
plainly marked with this

\*\*\* CHANGED \*\*\*  
**REQUEST FOR QUOTATION**  
**6000050752-1**

**Return Bids By 11:00 AM, 09/30/2021  
to:**

Erica Pierce  
Power Warehouse  
ABN 4th Floor NE  
3628 South 35th Street  
Tacoma WA 98409  
Ph. 253 502 8332  
Fax.

**Material will ship to:**

Power Warehouse  
3628 S 35th St (Rear)  
Tacoma WA 98409

**RFQ Information**

Collective Bid #	TP21-0671N
Bid Issue Date	09/22/2021
Vendor Number	109226 WEB VENDOR FOR RFQ

**Vendor Information (vendor to complete)**

<b>Firm Name:</b>	
<b>Address:</b>	
<b>City/State/Zip</b>	/ /
<b>Phone/Fax</b>	/
<b>E-Mail</b>	
<b>Contact Name</b>	
<b>Payment Terms</b>	%, days (e.g. 2% 10,N30)
<b>Tacoma Bus. Lic. #</b>	
<b>Taxpayer ID #</b>	

**SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID**

x \_\_\_\_\_ DATE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
**NAME :** \_\_\_\_\_  
**TITLE :** \_\_\_\_\_

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	<p><b>**ADDENDUM NO 1 - CLARIFY REELS ARE 66X38 EA WITH TOAL WEIGHT 2814 LBS. SUBMITTAL DATE EXTENDED TO SEPTEMBER 30, 2021**</b></p> <p>_____</p> <p>The City of Tacoma is soliciting bids for purchase of Wire (Stock).</p> <p>Submittals may be e-mailed to <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a> for this solicitation.</p> <p>Please include the Collective Bid Number, TP21-0671N, in the subject line of your e-mail.</p> <p>Bids are subject to the submittal deadline noted in the bid solicitation document. The time of e-mail receipt will be considered as the time of submittal. The City accepts no responsibility for transmission errors.</p> <p>We are unable to verify receipt of submittals due to the large volume of submittals received.</p> <p>Extend net price and provide net total value. All bid pricing shall be</p>					

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Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	<p>FOB Destination, freight prepaid and included in the unit price.</p> <p>***Material price MUST include cost of shipping empty reels back to the manufacturer.***</p> <p>Materials must be new and unused. No substitutes are allowed. Substitute items will be returned at vendor's expense.</p> <p>Delivery date will default to two weeks ARO if vendor fails to provide.</p> <p>Please Circle or underline the part number and manufacturer quoted or bid may be considered non-responsive.</p> <p>If applicable, you must select from the approved manufacturer(s) listed. Substitutions will not be approved at the time of the bid awarding. If you have a material that you would like to have added, it must be submitted for review and approved by the City of Tacoma's Material Committee before the bid issue date listed on this request for quotation. For more information regarding this process, please contact: Erica Pierce, epierce@cityoftacoma.org</p> <p>Responses MUST BE SUBMITTED on the provided City of Tacoma bid solicitation form. Vendor signature is MANDATORY.</p> <p>Bid results will be posted at: <a href="http://www.cityoftacoma.org/government/city_departments/finance/procurement_and_payables_division/purchasing/bid_results/">http://www.cityoftacoma.org/government/city_departments/finance/procurement_and_payables_division/purchasing/bid_results/</a></p> <p>Note: You must register at this website as a bid holder for each solicitation of interest in order to receive notification regarding amendments or other updates to the original bid solicitation documents.</p> <p>City Contact: Erica Pierce, epierce@cityoftacoma.org</p> <p>***Material price MUST include cost of shipping empty reels back to the manufacturer.***</p>					

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Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
10	22339	<b>WIRE,477KCM AAC,66IN STEEL REEL,COSMOS</b> WIRE, AL, NO. 477 KCM, 1C, BARE STRANDED 19STR, ALL ALUMINUM, CODE NAME: COSMOS. TO BE SHIPPED ON TPU OWNED STEEL REELS RM 66.32		22,800	LB		

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<b>Net Value</b>	<b>\$</b>
<b>Plus Tax at</b> _____ %	<b>\$</b>
<b>Total Amount</b>	<b>\$</b>