



City of Tacoma, WA

TACOMA POWER - TRANSMISSION & DISTRIBUTION

REQUEST FOR QUALIFICATIONS

**INSPECTION SERVICES FOR LATTICE STEEL TOWER AND
STEEL POLE TRANSMISSION STRUCTURES**

SPECIFICATION NO. PT23-0207F



**City of Tacoma
Tacoma Power/Transmission & Distribution**

**REQUEST FOR QUALIFICATIONS PT23-0207F
INSPECTION OF STEEL TRANSMISSION POLES AND LATTICE TOWER
STRUCTURES**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 27, 2024

Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

Pre-Proposal Meeting: A pre-proposal meeting will not be held.

Project Scope: Tacoma Public Utilities (TPU) is soliciting proposals from qualified firms to provide Inspection Services for Latticed Steel Transmission Structures and Steel Transmission Pole Structures.

Estimate: \$500,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information:

“The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Sara Bird by email to sbird@cityoftacoma.org.

Protest Policy: City of Tacoma protest policy, located at www.tacomapurchasing.org, specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.


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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Qualifications page.

<p>The following items make up your complete electronic submittal package (include all the items below):</p>	
<p>Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</p>	
<p>CIF NDA Agreement (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</p>	
<p>Certification of Compliance with Wage Payment Statutes (Appendix B)</p>	
<p>Statement of Qualifications (Section 8)</p>	
<p>Content to be Submitted (Section 9)</p>	
<p>After award, the following documents will be executed:</p>	
<p>City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.</p>	
<p>Certificate of Insurance and related endorsements (Appendix D) Shall be submitted with all required endorsements</p>	

1. BACKGROUND

Tacoma Public Utilities (TPU) is soliciting proposals from qualified firms to provide Inspection Services for Latticed Steel Transmission Structures and Steel Transmission Pole Structures.

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

The City anticipates awarding one contract.

Qualifications submitted and/or the selected Consultant(s) may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

2. SUMMARY OF SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a consultant based on qualifications and abilities of the firm and key project individuals. Services included in this scope are Maintenance and Condition Assessment as well as Field Mapping of Structural Members and Connections for Tacoma Power owned Steel Transmission Poles and Lattice Steel Tower structures.

Qualified respondents include company who have at least five (5) years of inspections services that are similar in size and scope to that described in the Technical Specifications of this solicitation.

3. ANTICIPATED CONTRACT TERM

The contract will be for a two-year term from the effective date of the contract or when budgeted funds for the project have been expended, whichever comes first. A single one-year extension may be considered subject to mutual agreement between the Contractor and Tacoma Power. The extension will be at the same terms and conditions of the original contract. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

4. CALENDAR OF EVENTS

The following schedule has been established for the submission and evaluation of the SOQs and selection of the Consultant. These are tentative dates only and the City reserves the right to adjust these dates at its sole discretion.

Contract may be issued after Public Utility Board and/or City Council approval.

The anticipated schedule of events concerning this Solicitation is as follows:

Publish and issue Solicitation:	2/5/2024
Pre-Submittal Questions:	2/12/2024
Response to Questions:	2/16/2024
Submittal Due Date:	2/27/2024
Submittal Evaluated, on or about:	3/4/2024
Interviews/presentations, on or about:	3/11/2024
Award Recommendation, on or about:	3/18/2024

Public Utility Board/City Council Approval, on or about:	4/10/2024
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5. INQUIRIES

5.1 Questions should be submitted to Sara Bird via email to sbird@cityoftacoma.org. Subject line to read:

PT23-0207F – Inspection of Lattice Steel Tower and Steel Pole Transmission Structures – *VENDOR NAME*

5.2 Questions are due by 3 pm on the date included in the Calendar of Events section.

5.3 Questions marked confidential will not be answered or included.

5.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

5.5 The answers are not typically considered an addendum.

5.6 The City will not be responsible for unsuccessful submittal of questions.

5.7 Written answers to questions will be posted along side the specifications at www.tacomapurchasing.org

6. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials, or a submittal submitted in response to this Solicitation, for conducting any presentations to the City, or any other activities related to responding to this Solicitation or related to the contract negotiation process.

7. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) consisting of City staff and other stakeholders, as appropriate, shall independently evaluate the SOQs. The relative weight of each scoring criteria is indicated in the table below.

Criteria	Max Points
Qualifications/Experience of Respondent	35
Project Manager and Personnel Qualifications and Experience	20
Proposed Process, Team Availability and Anticipated Schedule	20
Client References	10
Sustainability	10
Equity in Contracting	5
Total	100

After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

- 7.1 The SAC may select one or more respondent to provide the services required.
- 7.2 The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- 7.3 Part 1 of the evaluation process shall consist of the evaluation of the written Statement of Qualifications (SOQ) package submitted by each Proposer and as a result, a short list of Proposers may be invited to interview with the SAC.
- 7.4 Part 2 of the evaluation process will evaluate the interviews, if conducted, to produce a final rating. The City reserves the right to select the Consultant team directly from the SOQs (Part 1 evaluation) without conducting an interview.

8. SOQ SUBMITTAL AND GENERAL GUIDELINES

The SOQ should be submitted in PDF format. The City recommends that the Proposer's SOQ submittals be as concise as possible (not including City of Tacoma required forms).

8.1 CONFIDENTIAL OR PROPRIETARY INFORMATION

Information that is confidential or proprietary must be clearly marked on each affected page. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

Contract awardee will be required sign Non-Disclosure Agreements of City information prior to work beginning.

9. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.

Proposals should be formatted as 8 ½" x 11". A "page" is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75" or greater.

A full and complete response to each of the "CONTENT TO BE SUBMITTED" items is expected in a single location; do not cross reference to another section in your submittal.

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure: Proprietary or Confidential Information.

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFQ, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFQ.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent's/team's abilities to meet the requirement of this RFQ. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

The City reserves the right to request clarification of any aspect of a firm's submittal or request additional information that might be required to properly evaluate the submittal. A firm's failure to respond to such a request may result in rejection of the firm's submittal. Firms are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall no way diminish a Proposer's responsibility to submit a submittal that is current, clear, complete, and accurate.

9.1 Qualifications/Experience of Respondent – 35 points

Please provide information on the Respondent's structure, qualifications and experience including:

- Review Section 1.02 of the Technical Specifications. Please describe the firms qualifications to provide these services.
 - Include recommendations for services that firm has provided for other customers with similar scope for consideration as part of the scope of work. Please make sure these services are clearly marked under "Recommended Services" in the material.
 - Include information on why these services should be included and past experience with similar customers and how they provided added benefit to the project.
- Names of lead persons with titles and general project responsibilities.
- Names of all sub-consultant personnel and general responsibilities.
- Corporate organizational structure showing the relationship to parent and/or subsidiary companies. If the Proposer is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. Summary of the background and experience of the firm relative to the project under consideration.
 - Include lists of specific projects, of similar type, on which the firm and team members have had a major role together with the location, cost, and basic description of the project, start and completion dates, the names of the client, description of the firm's responsibility on the project, and the specific roles of the individuals proposed for this project.
 - Describe experience working with municipal or other public agencies.
 - Provide a description of any special projects, awards, or other items that make the firm especially qualified for this submittal.

9.2 Project Manager and Personnel Qualifications and Experience – 20 points

Please provide the following information on the proposed project personnel and experience, which qualify them to perform the work for the project.

- Safety Program Information
 - Names and contact information for supervisory and management staff concerning safety related issues.
 - A process for addressing safety issues brought to the attention of the Contractor by Tacoma Power.
- Qualifications of Project Manager
 - Identify the project manager who will have overall responsibility for the project.
 - Include professional biographical data and/or resume outlining specific project capabilities.
- Qualifications of the Firm's Personnel
 - List the lead personnel, with titles, who will be primarily responsible for and involved with daily work activities.
 - Identify the responsibilities and activities of each lead person.
 - Include professional biographical data and/or resume outlining specific project capabilities.

9.3 Proposed Process, Team Availability and Anticipated Schedule – 20 points

- Describe the firm's process and/or approach to accomplishing the proposed scope of work.
- Describe the firm's process for Quality Assurance/Quality Control (QA/QC).
- Confirm the availability of the firm and sufficient resources to perform the consulting services in view of the firm's current and projected workload.
- Provide level of effort and availability of the firm's project manager and lead project personnel for this project.
- Provide a conceptual project schedule for completing the consultant services.

9.4 Client References – 10 points

References shall be used to verify the accuracy of the information provided by the Proposer, which may affect the rating of the Proposer. References must be from utilities or companies that have contracted for steel pole and lattice tower inspection during the last five (5) years. List of references must be for contracts that are similar in size and scope to that described in this specification. The City reserves the right to contact references other than those submitted by the Proposer. Please provide the following:

- Firm References
 - Provide five (5) recent references who may be contacted concerning your firm's performance with regard to the qualifications listed in the SOQ. In listing the references, include the name of the client, mailing address, telephone number, email address, contact person, and specific work your firm provided for the client.

- Project Manager References
 - Provide three (3) recent references who may be contacted concerning the performance of your firm's proposed project manager. Provide email address and telephone number for each reference.

9.5 Sustainability – 10 points

Provide information on your company's commitment to the environment. Include your sustainability statement and current practices. For more information, see our [Respondents Guide](#).

A. Does the Respondent have an organizational sustainability plan and/or policy?

Yes No

Provide additional information if checked "Yes," including whether it is made publicly available (provide link) and how it is communicated to employees.

B. Does the Respondent have:

- Greenhouse gas emission reduction targets? Yes No
- Energy and water conservation targets? Yes No
- Waste reduction targets? Yes No
- Toxics use reduction targets? Yes No
- Pollution reduction targets? Yes No
- Measure progress regularly and publicly? Yes No

C. How will the Respondent, through service delivery and/or their own operations during the contract period:

- Minimize greenhouse gas emissions?
- Minimize polluted stormwater runoff in Tacoma?
- Minimize waste generation?
- Minimize toxic use and/or generation?
- Minimize air pollution in Tacoma?
- Minimize resource extraction?

D. Demonstrate industry leadership across these areas? Is the Respondent an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

E. What remotely operated vehicle or remote sensing capabilities does the respondent plan to use in this work?

F. Will the respondent utilize a (mark one) Electric Plug-in hybrid Hybrid Renewable diesel or biodiesel LPG or CNG Gasoline Diesel powered vehicle in performing the work.

G. If using an internal combustion-powered vehicle, please insert the respondent's anti-idling policy, if any.

- H. What measures are taken to minimize miles travelled and off-road vehicle impacts?
- I. What other environmentally preferable practices of the respondent should TPU be made aware of?

9.6 Equity in Contracting – 5 points

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories. Confirmation of any of the below certifications will result in all points for this category.

- Combination Business Enterprise (CBE)
- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Minority/Women Business Enterprise (MWBE)
- Small Business Enterprise (SBE)
- Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- Women Business Enterprise (WBE)

10. PROFESSIONAL SERVICES WARRANTY

The contract resulting from this RFQ will contain a Professional Services Warranty clause. The awarded Contractor shall agree to the following terms or provide a warranty clause within their submittal that is similar in substance and intent.

- A. In the performance of services under this agreement, the Contractor and its employees agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by other Contractors rendering the same or similar type of service.
- B. If the Contractor intends to rely on information or data supplied by the City, City contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

The Contractor warrants its services/equipment under this agreement shall be generally suitable for the City's intended use of said services/equipment as expressed in this specification.

11. INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview may be extended to Respondents based on SAC review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine additional scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days notice.

If interviews are conducted, the SAC will schedule the interviews using the email address for communications provided on the signature page. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

Following interviews, submittals will be rescored using the same criteria as in the Evaluation Criteria Section.

12. RESPONSIVENESS

12.1 Respondents agree their submittal is valid until a contract(s) has been executed.

12.2 All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this Solicitation. The Respondent is specifically notified that failure to comply with any part of this Solicitation may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

12.3 The final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this Solicitation.

13. CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute a Contract with the City. At a minimum, any contract will incorporate the contents of this specification, including all stated services or deliverables and other requirements and the City of Tacoma Standard Terms and Conditions, together with the contents of Respondent's submittal. The submittal contents of the successful Respondent will become contractual obligations

14. FORM OF CONTRACT

In event the City's Services Contract or other City Contract template is attached to this RFQ as a sample form of Contract, the City expects to utilize the Terms and Conditions contained in the sample form of Contract. Post award negotiation may occur at the discretion of the City.

Respondents should clearly state exceptions to City's Standard Terms and Conditions as well as to the Terms and Conditions contained in any attached sample form of Contract and to any other portions of this RFP, including the stated Insurance Requirements. Respondents may also propose to utilize their own form of Contract and in such instances. Respondent must provide its form of Contract as part of its submittal. City, at its sole option, will decide whether engage in negotiation on any or all proposed exceptions. City reserves sole discretion to determine the final form of Contract that will be used.

15. STANDARD TERMS AND CONDITIONS

City of Tacoma [Standard Terms and Conditions](#) apply.

16. PREVAILING WAGE INFORMATION

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage. The scope of work that is subject to prevailing wage is any manual excavation needed for inspection as listed in the Technical Specifications.

The project site is located in Pierce, Lewis, Mason and Thurston County/Countries.

The Contractor shall be required to post or have available on the job site, a copy of the Statement of Intent to Pay Prevailing Wages form for the jurisdiction where the work is being done. Unless otherwise identified and approved by Tacoma Power, the workers under this proposal are classified under the heading of “Electricians – Powerline Construction” in accordance with WAC 296-127-01320. The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

A copy of the applicable prevailing wage rates and Benefit Code Key are also available for viewing at the City of Tacoma Purchasing Division office, located at 3628 S 35th Street, Tacoma, WA.

Contractor shall comply with Washington law regarding prevailing wages. Contractor shall pay and require any contractors and subcontractors to pay prevailing wages in accordance with the provisions of 39.12 RCW, as amended, relating to prevailing wages and fringe benefits. These rules apply to any contractor doing business with the City, including owner/operators.

Work conducted within Tacoma city limits. State of Washington prevailing wages or City of Tacoma minimum wage rates, whichever are higher, must be paid. If City of Tacoma minimum wage rates are higher than state of Washington prevailing wage rates, City of Tacoma rates must be paid.

A Statement of Intent to Pay Prevailing Wages must be filed with the Washington Department of Labor & Industries upon award of contract. Affidavits of Wages Paid must be filed with the

Washington Department of Labor & Industries upon job completion. Payments will not be made by the City until certification of these filings are received.

Additional information regarding these requirements can be obtained by contacting the Department of Labor & Industries, Prevailing Wage at 360-902-5335 or visiting their website at <http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp>.

17. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation in Appendix D.

18. PARTNERSHIPS

The City will allow Respondents to partner in order to respond to this Solicitation. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. Any contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

19. COMMITMENT OF FIRM KEY PERSONNEL

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

20. AWARD

Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

21. SCOPE, BUDGET, AND SCHEDULE

The selected Proposer will meet with the City to review the project scope and timeline. Based on the meeting, the selected Proposer shall submit a draft scope, budget, and project schedule to the City within five (5) business days or as directed by the City's Project Manager. The scope and budget shall include an itemized list of tasks and include estimated hours for the proposed work. The budget shall be supported by a list of hourly rates for personnel to be utilized under this contract.

22. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Durability, reusability, or refillable;
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts;
- Toxicity of products used;
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content;
- Energy and water resource efficiency;

23. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

24. PROPRIETARY OR CONFIDENTIAL INFORMATION

The Washington State Public Disclosure Act ([RCW 42.56 et seq.](#)) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFP shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material.

Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

25. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at www.tacomapurchasing.org. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

APPENDIX A

Technical Specifications/Detailed Scope of Work

Steel Structure Asset Information

Exhibit D – NERC Requirements

Tacoma Service Map



Request for Qualifications – PT23-0207F
Inspection of Lattice Steel Tower and Steel Pole Transmission Structures

SECTION I – INTRODUCTION

1.01 – SCOPE OF WORK

The intent of this Request for Qualifications is to solicit the services of firms capable of providing Inspection Services of up to an estimated 200 structures per year as identified by Tacoma Power. The quantity or scope may be revised upwards or downwards, depending on budget constraints during the term of the contract.

The service provider will be expected to supply equipment, labor, and professional assistance to Tacoma Power as identified within this specification. Anticipated services may include but shall not be limited to:

1.02 – ANTICIPATED SERVICES

Qualified Respondents shall be capable of performing the following services:

Maintenance and Condition Assessment

A) Structure Condition

- 1) Damaged members (legs and bracing).
- 2) Loose members.
- 3) Missing members.
- 4) Fatigue cracking
- 5) Damage from structural overload
- 6) Vandalism (including rifle damage)
- 7) Vibration damage or wear
- 8) Lightening damage
- 9) Loose and/or missing bolts and/or nut locking devices.
- 10) Visible cracks in welded connections.
- 11) Pole flange and base cracks visible in base metal or at ends of plate stiffeners.
- 12) Record temperature, wind speed and direction, and other environmental conditions.

B) Finish

- 1) Paint and/or galvanizing condition
- 2) Rust and/or corrosion including mounts and accessories
- 3) Water collection in members (to be remedied, e.g. unplug drain holes , etc

C) Grounding and Cathodic Protection

- 1) Connections
- 2) Corrosion
- 3) Lightening Protection/Damage
- 4) Cathodic Protection
 - a) Junction/testing boxes
 - b) Wiring condition
 - c) Loose connections



Request for Qualifications – PT23-0207F
Inspection of Lattice Steel Tower and Steel Pole Transmission Structures

- D) Condition of Insulators
 - 1) Cracking and/or chipping
 - 2) Cleanliness of insulators
 - 3) Spark gaps
 - 4) Isolation transformer
 - 5) Bolts and connections
 - 6) Delamination, UV degradation, rod slippage

- E) Navigation Lighting

- F) Foundations
 - 1) Ground condition
 - a) Settlement, movement, or earth cracks
 - b) Erosions
 - c) Site conditions (standing water, drainage, trees, etc.)
 - 2) Anchorage Condition
 - a) Top and bottom base plate nuts tight
 - b) Nut locking devices
 - c) Grout condition
 - d) Anchorages
 - e) Anchor rods
 - 3) Concrete condition
 - a) Cracking, spalling, or splitting
 - b) Chipped or broken concrete
 - c) Honeycombing
 - d) Low spot to collect moisture

- G) Structure Alignment, Plumbness and Twist

- H) Providing detailed reporting of the inspection of each Transmission Structure utilizing Microsoft Excel databases in such a form that is compatible with the City of Tacoma's equipment record database. See sample form in Appendix C.

- I) Digital image recording of poles

- J) Geospatial Coordinates

Field Mapping of Structural Members and Connections

In order to be able to perform a comprehensive structural analysis of a structure, the details of all structural members and connections shall be mapped.

- A) Latticed Steel Structures



Request for Qualifications – PT23-0207F
Inspection of Lattice Steel Tower and Steel Pole Transmission Structures

- 1) Sketch of overall structure numbering all sections.
 - 2) A sketch of each typical section indicating the following:
 - a) Section height
 - b) Panel height and number of panels
 - c) Configuration of the panels (Single, X, X with horizontal, K, etc)
 - d) Face width (center-to-center of legs) at all taper change locations.
 - e) Bracing offsets (distance above and below leg connections)
 - 3) Member sizes for each section
 - a) Leg member sizes – (i.e. angle size & thickness)
 - b) Diagonal member sizes
- B) Pole Structures
- 1) Sketch of overall structure numbering all sections
 - 2) Configuration of each section
 - a) Section height – For Flanged type, the length from splice to splice. For telescoping poles, the length from butt to butt.
 - b) If multisided, number of sides
 - c) Flat-to-flat dimension or diameter and circumference at top and bottom of each section
 - d) Outside corner radius of adjacent flat sides
 - e) Port hole opening sizes, reinforcing dimensions, welds and locations
 - 3) Size for each section
 - a) Wall thickness of each section
- C) Connections
- 1) Member end connection details
 - a) If bolted, number, type and size of bolts, end distances, center of bolts spacing, edge distances, gauges and coping
 - b) Size and thickness of gusset plate with related details (hole size, edge distances, weld size and length)
 - c) If Welded: weld size and length
 - d) Splice connection details:
 - (i) Number, type and size of bolts
 - (ii) Size and thickness of splice plates with related details (hole size, edge distances, weld size and length) and distance from panel intersection point.
 - e) Anchor rod type, size, number and bolt circle

Tolerances

Measurements for mapping of a structure shall be in accordance with the following tolerances:

- A) Dimensions
- 1) Elevation: +/- 6 inches (152mm)
 - 2) Member length: +/- 1/2 inches (13mm)
 - 3) Member diameter: +/- 1/16 inches (2mm)



Request for Qualifications – PT23-0207F
Inspection of Lattice Steel Tower and Steel Pole Transmission Structures

- 4) Member thickness: 1/32 inches (1mm)
- 5) Tubular Pole circumference:..... +/- 1/2 inches (13mm)
- 6) Insulator height:..... +/- 1 inch (25mm)
- 7) Insulator length:..... +/- 1/2 inches (13mm)
- 8) Bolt diameter: +/- 1/16 inches (2mm)
- 9) Bolt length:..... +/- 1/8 inches (3mm)

B) Twist & Plumb

- 1) Twist:..... +/- 0.50 degrees
- 2) Plumb: +/- 0.10% of structure height

1.02.1 – ASSIGNMENT OF WORK

Work will be assigned via the Project Manager for TPU, who will be identified at the Pre-Work Meeting.

1.02.2 – LOCATION OF WORK

The majority of the work will be assigned within Tacoma Power's Transmission (Service) Area. A portion of the work will be assigned in and between areas of the Cowlitz, Nisqually, and Cushman Hydro projects, Joint Base Lewis-McChord and the City of Tacoma. Access to these areas is possible with a full size vehicle. See map of possible work locations within Tacoma Power's service area in Appendix A.

1.02.3 – ESTIMATES OF WORK

Listed below are percentages of the type of pole inspections encountered during previous contracts for similar scopes of work. The figures were developed from past experience for Tacoma Power and are not a guarantee of the work to be performed during this contract.

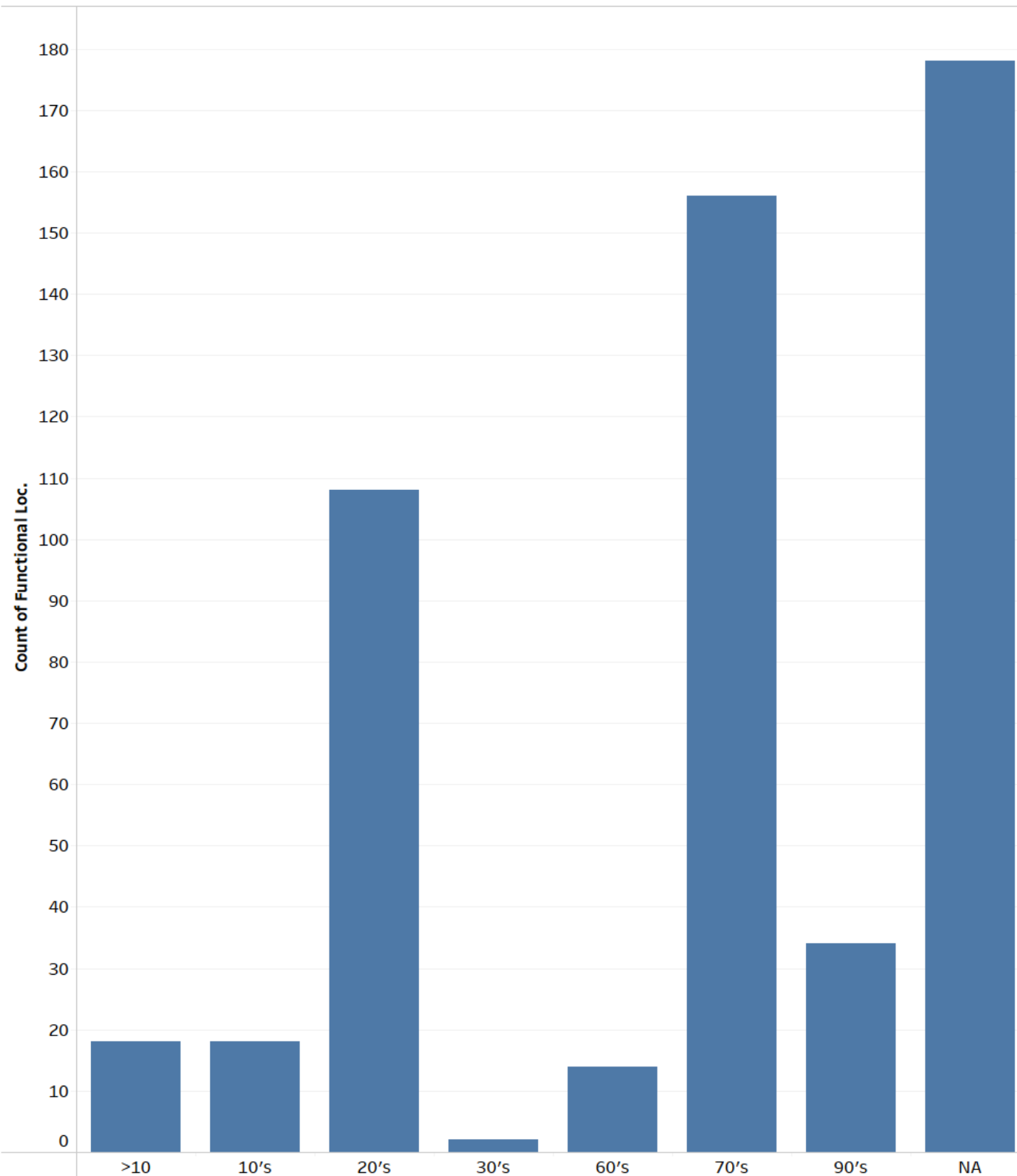
- Visual Inspection 95%
- Partial Excavation 5%
- Full Excavation 0%

Scope is for work that is intended to be performed with both feet on the ground, only. TPU crews will be responsible for any climbing inspection work that is deemed necessary after the initial evaluation.

1.04 – PRE-WORK MEETING

If requested by the Tacoma Power Project Manager the awarded Contractor will conduct an information session for Tacoma Power employees prior to the start of work. This session will cover any safety or scheduling issues that Contractor or Tacoma employees may encounter and identify any cautionary exposure risks.

Transmission Steel Structure Ages

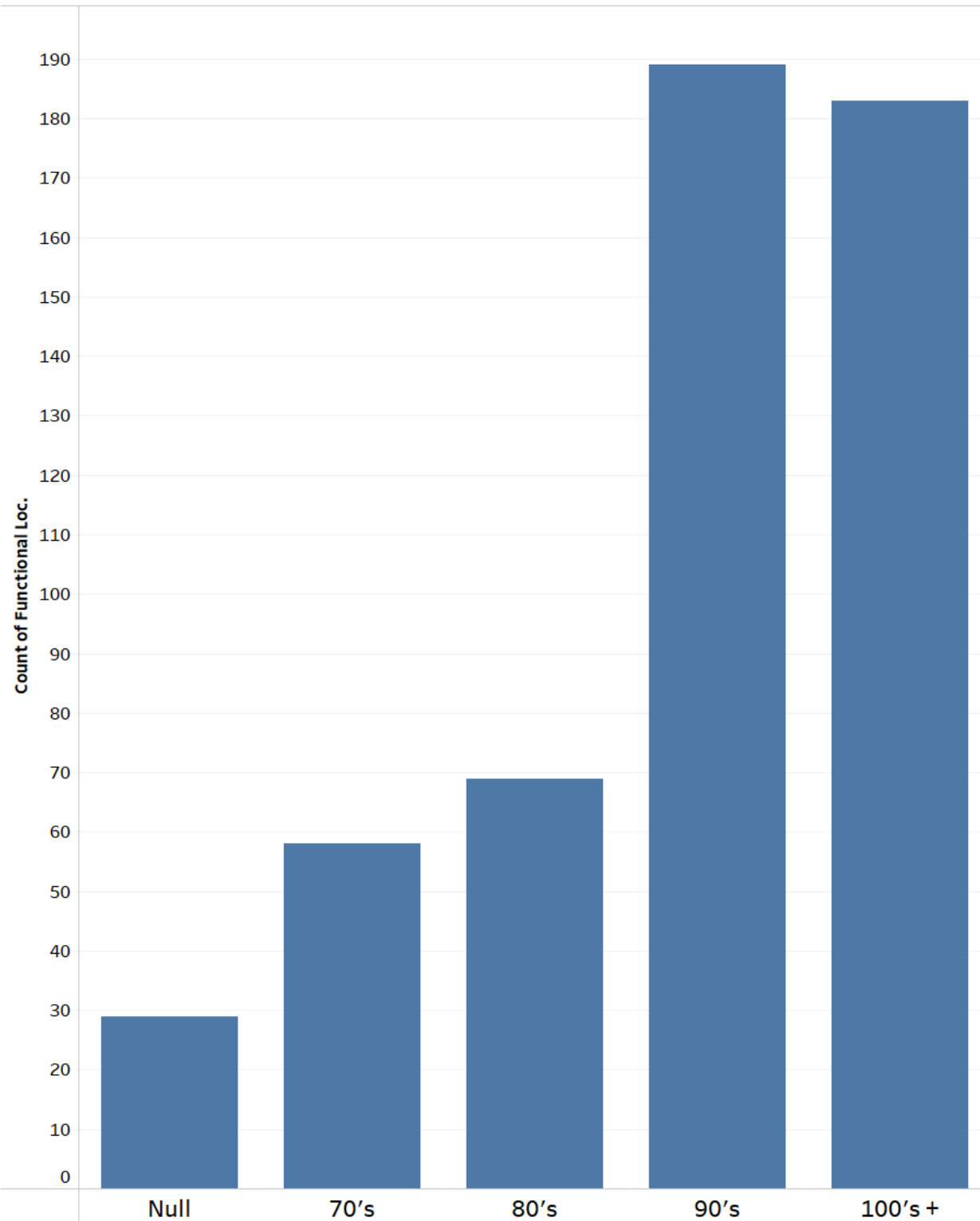


Tacoma Power's **installed transmission steel poles range in age from newly installed to about 90 years, with 39% over the age of 60.**

The expected industry life span according to NEETRAC's Asset Management of Wood Poles Baseline Project Report for steel poles ranges from 60-81 years depending on material pretreatment type.

The age is unknown for 34% of our transmission steel poles. These poles need to be further investigated to determine if the age field can be updated.

Transmission Steel Structures by Height



Tacoma Power's Transmission Steel poles range in height from approximately 70' to more than 100' tall, with the majority (70%) being more than 90 feet tall.

With supply chain concerns on the rise, having available poles is essential to ensuring pole replacements can occur in the most efficient manner as possible. Only 1% of our available poles are potentially suitable for Transmission Steel Pole replacements.

It is recommended to review current available poles and determine if a mitigation strategy is needed to cover supply shortages.

Exhibit D
NERC REQUIREMENTS

I. Applicability to Bulk Electric System Cyber Systems and Information

Pursuant to a directive from the North American Electric Reliability Corporation (“**NERC**”), TPU has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the operation or support of the Bulk Electric System (“**BES**”). TPU identifies these facilities, systems, assets and information in accordance with its internal utility procedures.

If this solicitation relates to BES Cyber Systems or BCSI (as designated by TPU), then Contractor must comply with the additional requirements described in this Exhibit. Contractor represents and warrants that it has consulted with TPU to determine whether this Exhibit is applicable.

II. Definitions

The following terms are defined for use in this Exhibit:

“**Access**” means:

- 1) Unescorted access by any person to facilities, systems and functions that TPU deems critical to the support of the Bulk Electric System (“**Critical Facilities and/or Critical Systems**”), including persons working within TPU Critical Facilities and/or Critical Systems; and
- 2) Physical or electronic access by any person to BCSI, or administrative control over BCSI or systems containing BCSI. For the avoidance of doubt, disclosing BCSI to a person by any means constitutes Access to such information by that person.

“**BCSI**” means Bulk Electric System Cyber System Information in any form (whether printed or electronic) including data, files, and file attributes. BCSI is information about a BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System, as determined by TPU. BCSI is typically classified by TPU as “NERC CIP Confidential – BCSI” or “Restricted – BCSI,” but not all BCSI data will be designated as such in all formats.

“**BES**” means Bulk Electric System.

“**PRA**” means Personal Risk Assessment.

“**NERC**” means North American Electric Reliability Corporation.

“**WECC**” means Western Electricity Coordinating Council.

III. NERC CIP Security Obligations

- A.** Contractor shall comply with all cyber security policies, plans and procedures relating to the BES Cyber Systems and/or BCSI as directed by TPU. As directed by TPU, Contractor shall provide documentation and evidence demonstrating such compliance. This may include the conduct of periodic tests and audits as specified by TPU from time to time. Contractor acknowledges that Contractor’s failure to comply and demonstrate compliance may subject Contractor and/or TPU to fines and other sanctions.
- B.** Before being granted Access, Contractor must satisfactorily complete TPU's Supplier Security Review process. If Work is to be performed at Contractor locations, those locations must be approved by TPU following completion of the Supplier Security Review Process. TPU’s approval does not limit its rights to conduct periodic audits and reviews as provided in the Contract.
- C.** Contractor shall ensure that (i) any BCSI that is obtained by Contractor is stored and accessed only within the United States, (ii) BCSI is not copied, exported, transferred or otherwise transmitted outside the United States, and (iii) no third party (including without limitation any individual, corporation, government or governmental agency), system or

environment located outside the United States obtains access to BCSI through Contractor. Without limiting any other term of this Contract, a third party, system, or environment will be deemed to have access to BCSI if Contractor shares BCSI with such third party, system, or environment in any manner, or if such third party uses access tokens, cards, credentials, or other means of authentication furnished to Contractor by TPU to obtain, view, download, or copy BCSI.

- D.** Contractor shall ensure that any personnel requiring access successfully complete seven-year (7) background checks ("**Personnel Risk Assessments**" or "**PRAs**") and TPU-mandated security training before they obtain access, in accordance with the following requirements:
- 1) TPU Human Resources shall perform a seven-year background screening for each individual that includes each of the following criteria: (i) Social Security Number verification; (ii) City, County, State and Federal Criminal Check for felonies and misdemeanors over the past seven years (in up to three counties where the individual has lived in the past seven years); (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists); and (iv) validation of current residence and confirmation of continuous residence at this site for a minimum of the most recent 6 months (confirmed by period of residence, employment, or education at a specific site) and validation of other locations where, during the seven years immediately prior to the date of the criminal check specified in 4a(ii) above, the individual has resided for six consecutive months or more.
 - 2) Contractor shall require that each individual complete and annually renew assigned TPU web-based training, which includes training on safety, Critical Infrastructure Protection (CIP), and cybersecurity awareness, and that they comply with TPU information security requirements, TPU codes, and procedures. Contractor shall direct that each individual complete the TPU training program online and accessible from any internet connection.
 - 3) After Contractor certifies to TPU completion of the requirements set forth in paragraphs a. through c. above, TPU will issue appropriate access credentials. TPU will deny access to any individual for whom Contractor has not completed the requirements set forth in paragraphs D(1) through (3) above.
 - 4) Every seven years, TPU shall perform background screening as described herein for each individual on continuing assignment who has access.
 - 5) Contractor and TPU shall retain documentation supporting the Personnel Risk Assessment Attestation Form for each individual with Access for a minimum of seven years.
 - 6) TPU and/or WECC will set the frequency of auditing the Contractor's PRA process and supporting records.
- E.** A CIP NDA is required for access to protected CIP information (BCSI), Physical Security Perimeters or CIP Assets. There are two versions of the CIP NDA, individual or corporate. BEFORE CIP access can be granted, a CIP NDA must be signed by the recipient (in the case of individual CIP NDAs) or a company representative (in the case of corporate CIP NDAs). CIP training must be completed.

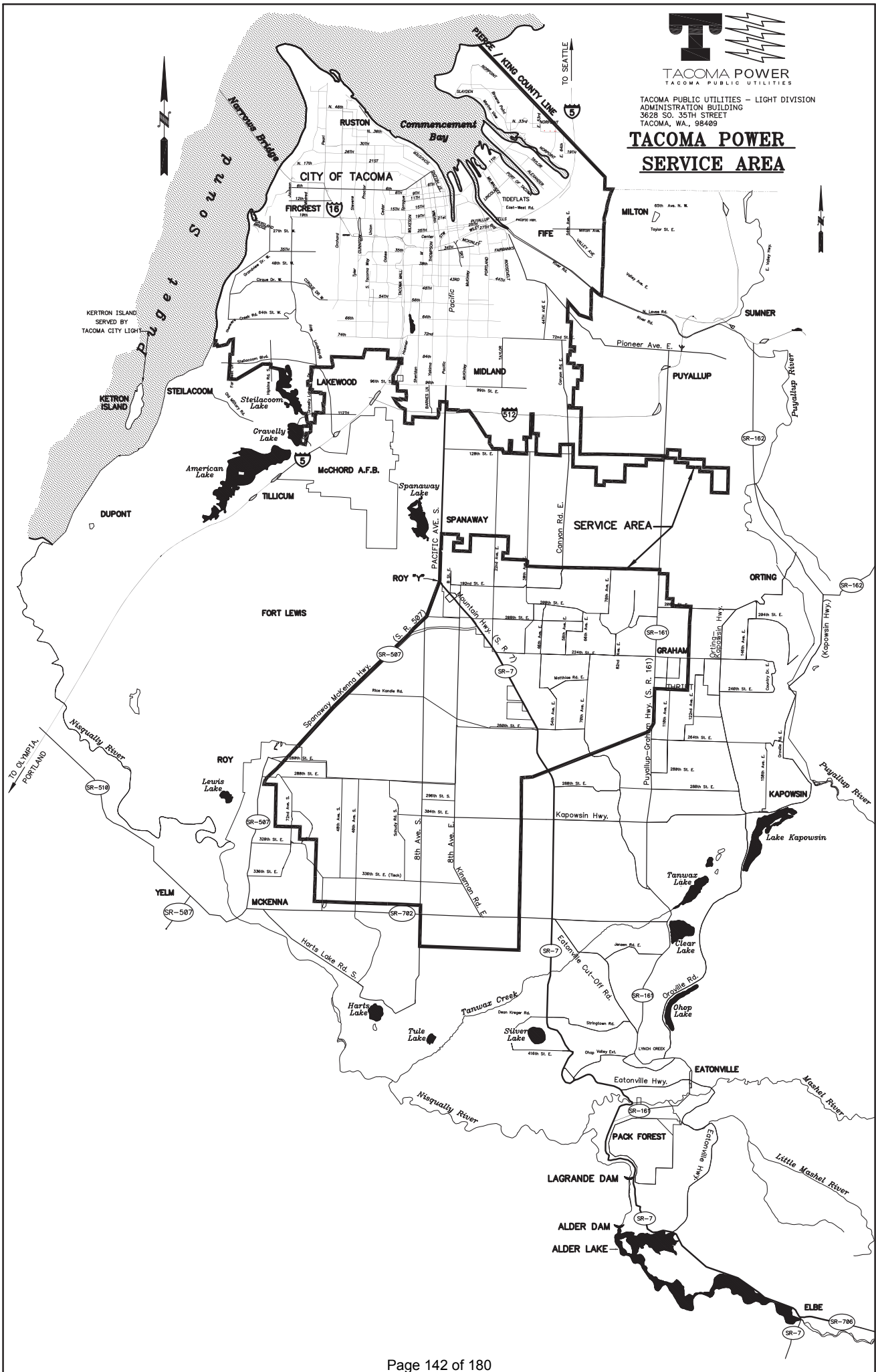
In addition to its other indemnity obligations hereunder, Contractor shall indemnify and hold harmless TPU for any fines, penalties or other sanctions assessed against TPU (including but not limited to fines, penalties or sanctions assessed against TPU by the WECC, NERC, or the Federal Energy Regulatory Commission (FERC) for a violation of any NERC reliability standard) caused by Contractor's failure to perform its obligations under this Contract.



TACOMA POWER
TACOMA PUBLIC UTILITIES

TACOMA PUBLIC UTILITIES - LIGHT DIVISION
ADMINISTRATION BUILDING
3628 SO. 35TH STREET
TACOMA, WA., 98409

TACOMA POWER SERVICE AREA



APPENDIX B

Signature Page

CIP NDA

Certification of Compliance with Wage Payment Statutes

SIGNATURE PAGE

**CITY OF TACOMA
Tacoma Power/Transmission & Distribution**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Qualifications page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

**REQUEST FOR QUALIFICATIONS SPECIFICATION NO. PT23-0207F
INSPECTION OF STEEL TRANSMISSION POLES & STEEL LATTICE TOWER STRUCTURES**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

Non-Collusion Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).

Bidder/Proposer's Registered Name

Signature of Person Authorized to Enter Date
into Contracts for Bidder/Proposer

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

State Business License Number
in WA, also known as UBI (Unified Business Identifier) Number

E.I.No. / Federal Social Security Number Used on Quarterly
Federal Tax Return, U.S. Treasury Dept. Form 941

State Contractor's License Number
(See Ch. 18.27, R.C.W.)

E-Mail Address for Communications

Addendum acknowledgement #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



3628 South 35th Street
Tacoma, Washington 98409-3192

TACOMA PUBLIC UTILITIES

NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement ("NDA") is entered into on the date shown on the signature page between Tacoma Power ("TP"), and (_____), ("Contractor"), sometimes collectively referred to as the "Parties."

RECITALS

TP has identified and designated certain information as confidential. For purposes of this Agreement, "Confidential Information" includes:

- TP customer information protected under RCW 19.29A, Consumers of Electricity;
- TP employee information;
- TP vendor information;
- All technical and business information or material that has or could have commercial value or other interest in the business or prospective business of TP;
- All information and material provided by TP which is not an open public record subject to disclosure under RCW 42.56, Public Records Act;
- All information of which unauthorized disclosure could be detrimental to the interests of TP or its customers, whether or not such information is identified as Confidential Information; and
- Any information identified and designated by TP as Security Sensitive Information (SSI), Critical Energy Infrastructure Information (CEII), and/or Bulk Electric System Cyber System Information (BCSI) in accordance with the State of Washington, Federal Energy Regulatory Commission (FERC) and/or North American Reliability Corporation (NERC), which have established regulations for the protection of sensitive plans, drawings, and records defined as SSI, CEII, and/or BCSI. SSI, CEII, and BCSI are further defined in Exhibit "A".

Because of the sensitive nature of such information that may be provided to the Contractor, Contractor must execute and deliver this NDA to TP prior to receiving such Confidential Information from TP.

NOW, THEREFORE, the Parties agree as follows:

1. **Incorporation by Reference.** The recitals set forth above are incorporated herein as if fully set forth.
2. **Confidential Information Disclosure.** All information and drawings that are disclosed by TP to the Contractor, which are designated as confidential, SSI, CEII, and/or BCSI, shall be protected hereunder as Confidential Information.
3. **Non-Disclosure.** Subject to the provisions of Section 4 and unless the parties agree otherwise, this non-disclosure obligation shall survive the termination of this NDA. Contractor shall not disclose or disseminate Confidential Information and shall:

- A. Restrict disclosure of Confidential Information solely to its agents and employees with appropriate TP authorization and not disclose such Confidential Information to any others; and
 - B. Advise and require all of its officers, agents, employees, representatives, prospective and successful subcontractors, consultants and employees thereof with access to the Confidential Information to execute an NDA in this same form with TP prior to allowing them access to the Confidential Information; and
 - C. In the event third parties attempt to obtain the Confidential Information by legal process, the Contractor agrees that it will not release or disclose any Confidential Information until TP has received notice of the legal process and has been given reasonable opportunity to contest such release of information and/or to assert the confidentiality privilege.
4. **Ownership and Return of Confidential Information.** All Confidential Information shall remain the property of TP. Contractor is responsible for safeguarding and returning all Confidential Information or shall certify, by signed, statement delivered to TP, the destruction of all original Confidential Information provided along with any copies made by the Contractor. Such delivery shall be to the TP,
- Attention: Chief Dam Safety Engineer, 3628 S 35th St. Tacoma WA 98409
5. **Compliance Audit.** TP may audit Contractor's compliance with this NDA.
6. **Applicable Law.** This NDA is made under, and shall be construed according to, the laws of the State of Washington and the Federal Energy Regulatory Commission regulations. Venue for any action brought pursuant to this NDA shall, at TP's option, be in Pierce County Superior Court, Pierce County, Washington or in the United States District Court for the Western District of Washington.
7. **Assignment.** This NDA may not be assigned.
8. **Violations.** Contractor understands and agrees that TP is providing the Confidential Information to Contractor in reliance upon this NDA, and Contractor will be fully responsible to TP for any damages or harm caused to TP by a breach of this NDA by Contractor or any of its officers, directors, agents, employees, subcontractors, consultants or affiliates. Contractor acknowledges and agrees that a breach of any of its promises or agreements contained herein will result in irreparable injury to TP for which there will be no adequate remedy at law, and TP shall be entitled to apply for equitable relief, including injunction and specific performance, in the event of any breach or threatened breach or intended breach of this NDA by Contractor. Such remedies, however, shall not be deemed to be the exclusive remedies for any breach of the Agreement but shall be in addition to all other remedies available at law or in equity. In addition to injunctive relief, civil or criminal penalties may be imposed for each violation of this NDA.
9. **Attorney's Fees.** In the event it is necessary for TP to utilize the services of an attorney to enforce any of the terms of this NDA, it shall be entitled to compensation for its reasonable attorney's fees and costs. In the event any legal action becomes necessary to enforce the provisions of the NDA, the substantially prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief allowed, regardless of whether the dispute is settled by trial, trial and appeal, arbitration, mediation, negotiation or otherwise, and regardless of whether suit is formally filed.

10. **Corporate Authority; Binding Signatures.** The individual executing this NDA on behalf of Contractor warrants that he or she is an authorized signatory of the entity for which they are signing, and have sufficient institutional authority to execute this NDA.
11. **Electronic Signatures.** Signatures transmitted electronically shall be deemed valid execution of this NDA, binding on the parties.
12. **Effective Date and Term.** This NDA shall become effective immediately and remain in full force and effect until Contractor has returned all Confidential Information to TP provided, however, the obligations contained in Section 3 shall survive the termination of this NDA.

CONTRACTOR: Name: _____

 Address: _____

 Phone: _____

 Email: _____

 Signature: _____

 Print Name: _____

 Title: _____

 Date: _____

EXHIBIT “A” – DEFINITION of CONFIDENTIAL INFORMATION

Definition of Critical Energy Infrastructure Information (CEII)

The Critical Energy Infrastructure Information (CEII) guidelines of the Federal Energy Regulatory Commission (FERC) define CEII as specific engineering, vulnerability, operational or detailed design information about proposed or existing critical energy infrastructure (physical or virtual) that relates to the production, generation, transportation, transmission or distribution of energy, could be useful to a person planning an attack on critical infrastructure, is exempt from mandatory disclosure, and gives strategic information beyond the location of the critical infrastructure. 18 CFR §388.113 and RCW 42.56.520.

Definition of Bulk Electric System Cyber System Information (BCSI)

The North American Electric Reliability Corporation (NERC) has been designated by the FERC, through the Energy Policy Act of 2005, to establish and enforce standards and requirements for the reliable operation of the Bulk Electric System. The Bulk Electric System includes the TP’s electrical generation resources, transmission lines, and interconnections with neighboring electric systems. Information related to the TP’s Bulk Electric System Cyber Systems (BCS) is required to be protected due to the sensitive security nature of such information, and the need to protect public safety (hereinafter referred to as “BCSI”). BCSI generally (not exclusively) is defined as information about the BCS that could be used to gain unauthorized access or pose a security threat to the BCS and affect the reliable operations of the Bulk Electric System. TP is required to protect this information including, but not limited to, network topology/diagrams; floor plans for computing centers; equipment layouts; security configuration information and other information as defined in the NERC standards. FERC Order No. 706, issued January 18, 2008; 18 CFR Part 40; and RCW 42.56.070.

Definition of Security Sensitive Information (SSI)

Security Sensitive Information is those portions of records assembled, prepared, or maintained to prevent, mitigate, or respond to criminal or terrorist acts, which are acts that significantly disrupt the ability of TP to fulfill its mission and goals and that manifest an extreme indifference to human life, the public disclosure of which would have a substantial likelihood of threatening public safety. SSI includes: (a) Specific and unique vulnerability assessments or specific and unique response or deployment plans, including compiled underlying data collected in preparation of or essential to the assessments, or to the response or deployment plans; (b) Records not subject to public disclosure under federal law that are shared by federal or international agencies, and information prepared from national security briefings provided to state or local government officials related to domestic preparedness for acts of terrorism; and (c) Information regarding the infrastructure and security of computer and telecommunications networks, consisting of security passwords, security access codes and programs, access codes for secure software applications, security and service recovery plans, security risk assessments, and security test results to the extent that they identify specific system vulnerabilities.



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (**February 5, 2024**), that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

State of Incorporation, or if not a corporation, the state where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

APPENDIX C

Sample Contract

Sample Reporting Form

SERVICES CONTRACT

Click here for the [Contract Questionnaire Popup Quick Reference](#)

Start Questionnaire

Finalize Document

THIS CONTRACT, made and entered into effective as of the ____ day of _____, 20__ (EFFECTIVE DATE) by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **[INSERT legal name of Supplier exactly as it appears in Ariba]**, (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

1. Scope of Services/Work

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit(s) _____, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit ____, Exhibit _____. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. On Call Contracts

If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

5. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

6. Renewals

At CITY's sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

7. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

8. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

9. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

10. Payment

CONTRACTOR shall submit XXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

11. Payment Method

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

12. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

13. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs

within one year from _____ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

14. Reliance on CITY Provided Data or Information

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

15. Contract Administration

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

16. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

17. Right to Audit

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection

audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

18. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of _____ [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY:	CONTRACTOR:
Name:	Name:
Title:	Title:
Address:	Address:
Telephone No.:	Telephone No.:
E-mail:	E-mail:

20. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR.

In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

21. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

22. Taxes

Unless stated otherwise in Exhibit A, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

23. Licenses and Permits

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

24. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject

matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

CONTRACTOR hereby warrants and represents CONTRACTOR is owner of any products, solutions or deliverables provided and licensed under this Contract or otherwise has the right to grant to CITY the licensed rights under this Contract, without violating the rights of any third party worldwide. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and its employees, officers, directors, contractors, agents and volunteers from any claim or action against CITY which is based on a claim against CITY for infringement of a patent, copyright, trademark, or other propriety right or appropriation of a trade secret.

25. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

26. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

27. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the

presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

28. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

29. City ownership of Work/Rights in Data and Publications

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

30. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for

such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

31. Confidential or Proprietary Records Must be Marked

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

32. Duty of Confidentiality

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 ("Rules") to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR

performs activities under the Contract, a "Service Provider." "Service Provider" will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific "Red Flag" incidents detected as to "Covered Accounts" of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported "Red Flags." This Section shall survive for six (6) years after the termination or expiration of this Contract.

33. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

34. Dispute Resolution

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

35. Miscellaneous Provisions

Governing Law and Venue

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

Assignment

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

No Third Party Beneficiaries

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

Waiver

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

Severability and Survival

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

Entire Agreement

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

Modification

No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Contract.

Direct Solicitation and Negotiation

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:
By:

CONTRACTOR:
By:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Transmission Steel Structures Inventory and Condition Assessment Data Requirements

Data Field	Input Values
Pole/Tower Number	
GIS Cord	
Start-up date/Install Date	
Modification Date	
Manufacturer Name	
Manufacturer Serial Number	
Structure Type	pole (mono or multi), lattice structure
Number of Circuits	1, 2, 3
Pole Configuration	N/A (if lattice), type I, type II, type III, H-frame, Tangent, Running Corner/Small Angle, Dead End
Lattice Type	single, H-frame
Pole Height/Structure length	
Backfill type	Native, Gravel, CDF, Concrete
Foundation/Footing	Direct Embed, Plate & Pin, Ball & Socket, Concrete, Concrete Caisson, Concrete Pier, Grillage, Casing
Line Angle(Degrees)	0-180
Coating	Galvanized, Weathering, Painted
Cathodic Protection	Yes/No/I can't tell
Bent Steel	Yes, No
Corrosion	Yes, No
Dented Member	Yes, No
Holes	
Local Buckle	Yes No
Cracks	
Damage Hardware	
Flange Plate Gap	Yes, No
Hole Elongation	
Anchor Bolt/Nut Corrosion	
Concrete Deterioration - Cracking	
Concrete Deterioration - Grout	
Concrete Deterioration - Spalling	
Foundation/Footing	
Galvanizing Loss	
Coating Condition	Good, Blistering, Peeling, Flaking,
Existing Reinforcement	Yes, No
Design Voltage	12.5kv, 13.8kv, 115kv, 230kv
Feeder Name	
Transmission Line	
Pole Owner	Alder Mutual, BPA, Burlington Northern, CenturyLink, CenturyLink/Tacoma Power, City of Lakewood, City of Tacoma, City of UP Street Light, City of UP, Click, Comcast, Customer Owned, Elmhurst, Fircrest, Fort Lewis, Glacier Sand & Gravel, Lakeview Mutual, Northern Pacific RR, Ohop Mutual, Parkland Mutual, Pen Light, Pierce County, Port of Tacoma, Private, PSE, Public Works, Public Works/Tacoma Power, Puget Power, Qwest, Tacoma Fire Dept, Tacoma Power, (variations of TacPow & Others), Tacoma Water, TCI Cable, Telephone, Town of Ruston, Unknown, Washington State, WSDOT
Current Photograph	
Reference Drawing	

APPENDIX D

City of Tacoma Insurance Requirements



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements:

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

3.5 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

4.1 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.