



City of Tacoma, WA

CITY OF TACOMA

**Tacoma Public Utilities -
Tacoma Power**

**Public Utility Board Broadcast
Control Room**

SPECIFICATION NO. PM20-0097F



City of Tacoma
Tacoma Public Utilities - Tacoma Power

REQUEST FOR BIDS PM20-0097F Public
Utility Board Broadcast Control Room

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 17, 2020

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35th Street Tacoma, WA 98409</p>	<p>In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35th Street Tacoma, WA 98409</p>
<p>By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007</p>	

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor of Administration Building North. Submittals in response to an RFP, RFQ, or RFI are recorded as received, but are not typically opened and read aloud. As soon as possible after 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

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: The City of Tacoma is looking to upgrade its Public Utility Board broadcast control room. The contractor will be required to furnish equipment based on the established requirements, configure the equipment as required, test the equipment for functionality, and then train the City staff for usage.

Estimate: \$350,000-\$450,000

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit www.cityoftacoma.org/employmentstandards.

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 Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

The following is applicable to Federal Aid Projects:

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids

in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Alex Clark, Senior Buyer by email to aclark3@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 Bids page.

The following items make up your submittal package:	
One original, 4 copies and one electronic copy (CD or flash drive) of your complete submittal package (with original and copies clearly identified)	
Signature Page (Appendices)	
Price Proposal Form (Appendix A)	
Prime Contractor's Pre-Work Form	
Information in Section J: CONTENT TO BE SUBMITTED	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements if required	

SECTION 1 – PROJECT INFORMATION AND REQUIREMENTS

A. PROJECT OVERVIEW –

The City of Tacoma is looking to upgrade its Public Utility Board broadcast control room. This project requires the contractor to furnish equipment based on the established requirements, configure the equipment as required, test the equipment for functionality, and then train City staff for usage.

B. MINIMUM REQUIREMENTS –

The selected vendor would have to have a minimum of five (5) years of control room upgrade experience.

All submittals must include lead times for all items and anticipated dates for included services. A total project completion date must be provided and must be within 3 months of award.

C. INQUIRIES TO RFB

No Pre-bid conference is being held; however, questions and request for clarifications of the specifications may be submitted in writing by **3:00 p.m., Pacific Time, March 6th, 2020**, to Alex Clark, Purchasing Division, via email to aclark3@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about March 6th, **2020**. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

D. RFB REVISIONS

In the event it becomes necessary to revise any part of this RFB, addenda will be issued to all registered planholders and posted on the Purchasing website. Answers in response to RFB inquiries (see Section 1.C. above) are not typically provided as an addendum.

E. CALENDAR OF EVENTS –

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

Publish and issue RFP	February 25, 2020
Pre-Proposal Questions	March 6, 2020
Response to Questions	March 9, 2020
Submittal Due Date	March 17th, 2020
Submittals evaluated	March 20th, 2020
Award recommendation	March 20th, 2020

This is a tentative schedule only and may be altered at the sole discretion of the City.

F. CONTRACT TERM

The successful bidder(s) shall be awarded a contract which will cover the length of the Public Utility Board Broadcast Control Room Upgrade Project (Section 2). The contract period is estimated to be August 1, 2020 to December 1, 2020. There are no contraction renewal options. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

G. 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. Specific language pertaining to personnel substitution is contained within the sample contract in Appendix A.

H. PROPOSAL FORMAT AND PRESENTATION

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible. Standard company brochures and resumes are allowed.

Submittals should be limited to 10 pages, double-sided, excluding any required forms.

I. 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. See section 1.06 of the Standard Terms and Conditions.

J. CONTENT TO BE SUBMITTED

Provide complete and detailed responses to all items using the numbering format presented below. Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

Submittals that are incomplete or conditioned in any way, contain alternatives or items not called for in this RFB, or are not in conformity with law, may be rejected. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFB.

1. Title Page

The Title Page is to be a single sheet of paper and is not counted toward the page total. Include the following on the Title Page:

- RFB number and title
- Firm name, address, website address, telephone number, and email address
- Name, title, email address, and telephone number of the person to contact with questions or issues regarding your proposal/submittal.
- NOTE: Notifications regarding award will be sent to the email address provided on the Signature Page.

2. Table of Contents

Identify information included in your submittal by section as described here.

3. City of Tacoma Forms (Appendix A)

Do not alter these forms in any way or add them to letterhead paper or present cover letters or blank pages ahead of them. These forms do not count toward the page total.

- Signature Page - The Signature Page must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.
- Prime Contractor's Pre-Work Form
- Price Proposal Form

4. Executive Summary

- Introduction and overview of your bid.
- A description and explanation of your underlying philosophy in fulfilling this scope of work.
- A short history and description of your firm, including organizational structure, areas/regions served, number of employees, number of years in business under current and previous names, including DBAs (doing business as), etc.
- Background information of the parent company, if any.
- Presence, if any, in Puget Sound/Pacific Northwest region.
- Location of the office from which this work will be performed.
- Documentation of corporate status and business licenses.
- Name, title, email address, and telephone number of the person authorized to execute a contract on behalf of Respondent.

- Name, title, email address, and telephone number of the person who will be managing this Contract on behalf of Respondent.
- Disclose any affiliations or alliances that are in place with utility companies, software organizations, or other related firms.
- List any current or known forthcoming business ventures or related transactions such as proposed sale of company, buy-outs, acquisitions, mergers, new investors, etc., that may impact the business partner relationship with the City of Tacoma.
- Disclose involvement in any business litigation in the past five years, including whether your firm has, for legal reasons, been removed from a contract or failed to complete a contract as assigned.
- Provide a statement regarding your firm's financial fitness for successfully completing this work. Disclose any past, planned, or anticipated bankruptcy filings or proceedings.
- Disclose any intention to utilize subcontractors to perform this work, and if so, provide similar information as listed above for identified subcontractors. Include any certified City of Tacoma [Small Business Enterprise](#) and/or minority/woman owned firm certified with the [Washington State Office of Minority and Women's Business Enterprises](#). (See Price Proposal Form)

5. Qualifications/Experience of Firm

- Describe your firm's background, qualifications, and relevant experience as related to this Scope of work. Include work that involves public agencies.
- Provide additional information that will enable the City to evaluate the capabilities, track record, and financial stability of your firm.

6. Qualifications/Experience of Key Personnel Assigned to this Project

The personnel presented must be committed to this project for the expected term of the Contract.

List key personnel that will manage and work this project including the relevant background and experience of each staff member you propose to assign to this project.

7. Project Approach or Methodology and Approach

Describe the approach you would use to prepare for and conduct financial audits work while meeting the Scope of Work requirements of this RFB.

Describe the quality assurance procedures used by your firm.

Describe the City resources you require to complete the tasks listed in the Requirements.

Provide a proposed schedule for completing the project.

8. Price Proposal Form

Provide the total cost to complete this work using the Price Proposal Form. (Appendix A).

9. Additional Information to be Submitted

List any ongoing software license or subscription fees.

Identify and list fee schedule for additional programming.

10. References

Provide three or more recent client references able to verify your firm's overall expertise for this scope of work. Include public agencies, electric utilities, as applicable. The clients should have worked with your firm within the last five years. For each reference provide the following information:

- Company name and description of primary business
- Website address, if applicable
- Contact person(s) and title
- Address
- Phone number
- Email address
- Project description or description of services provided
- Dates of service

11. EPayables Acceptance – Credit Card Acceptance – EFT/ACH Acceptance

a. EPayables (Payment Plus)

Provide a statement regarding your ability to accept payment by ePayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. This information is not a consideration in the evaluation.

b. Credit Card Acceptance

Provide a statement regarding your ability to meet the City's credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation.

c. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH) Acceptance

Provide a statement regarding your ability to accept payment by electronic funds transfer (EFT) by Automated Clearing House (ACH). This information is not a consideration in the evaluation.

12. Exceptions

Detail exceptions to RFB content by section number and elaborate on proposed resolution(s) to any technical, functional, cost, or other issues.

Detail proposed exceptions, if any, to City of Tacoma Standard Terms and Conditions.

Detail proposed alternate forms of contract or exceptions, if any, to the City of Tacoma Contract.

The City cannot legally accept a substational deviation from these specifications. Bids containing any substational deviation will be rejected as non-responsive.

Where the respondent indicates that exception is not taken to this Specification, but then attaches non-conforming warranties or other modifications deviating from the standards established in the Specification, it is agreed that the Respondent will perform to the highest standard in this Specification.

K. AWARD

Award will be made to the lowest responsive, responsible bidder(s). Bidders may bid on one or more line items. Bidders are to provide a unit and total price for the line items they are bidding. The line items will be added up and compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

All other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of a purchase order. The final award decision will be based on the best interests of the City.

The City reserves the right to give a purchase order to the lowest responsible bidder(s) whose bid(s) will be the most advantageous to the City, price and any other factors considered, as described in Paragraph 1.20 of the Standard Terms and Conditions.

L. ENVIRONMENTALLY PREFERABLE PROCUREMENT.

In accordance with the City's Sustainable Procurement Policy, 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:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

Delivery of Products and Services – Idling Prohibited: Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than three minutes. The City requires vendors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices. (Per Policy 3.03)

M. PRICING

Unit or lump sum prices shall be all inclusive and bid as FOB destination, freight pre-paid and allowed. Surcharges of any type will not be allowed. Pricing shall be fixed throughout the term of the contract.

The bid pricing shall include costs of bid preparation and servicing of the account.

N. BID OPENING

Bidders shall note that unit prices for individual line items will not be read aloud at the bid opening. Unlike previous bid openings, only the TOTAL for each bidder will be read aloud.

O. SMALL BUSINESS ENTERPRISE (SBE) PROGRAM INFORMATION

The City's SBE program information is included in this specification. Participation in the program is encouraged and up to five points have been established in the Evaluation

process. Respondents are to submit with their proposal the SBE Questionnaire and the Prime Contractor's Pre-Work Form with your proposal.

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TV Tacoma TPU Control Room Upgrade - Requirements

1. Requirements

1.1. General Requirements

1.1.1. Responsibility and Related Work

- 1.1.1.1. Vendor shall keep existing control room active and operational at all times during construction until the cutover period. The timing of the cutover period shall be carefully coordinated with the Project Technical Lead.
- 1.1.1.2. Furnish and install television broadcast equipment shown in the Approved Drawings and on the equipment lists.
- 1.1.1.3. Deliver and furnish all racks, cover plates, and mounting hardware required to complete the project.
- 1.1.1.4. Furnish all cable, connectors, labels, and materials required to install television broadcast systems.
- 1.1.1.5. Furnish and install all television broadcast service panels.
- 1.1.1.6. Supply accessories and minor equipment items needed for a complete system, even if not specifically mentioned herein or on the drawings.
- 1.1.1.7. Install all equipment, face plates, wire and connectors in a professional manner utilizing specialized and experienced staff. Certified Technology Specialist (CTS) certified staff is preferred (project managers, technicians).
- 1.1.1.8. Provide system shop drawings within 30 days of the bid award, and receive approval by the Project Technical Lead prior to any fabrication, installation, or procurement.
- 1.1.1.9. Provide as-built drawings no more than 30 days after Acceptance of project completion.
- 1.1.1.10. Perform testing and verification of all installed wiring.
- 1.1.1.11. Coordination with the TPU Project Technical Lead is required to assure correct Systems conduit routing, Systems back box locations, and grounding locations as specified in electrical specifications.
- 1.1.1.12. Notify the TPU Project Technical Lead of any discrepancies in part numbers or quantities before bid.
- 1.1.1.13. Obtain all permits necessary for the execution of any work pertaining to the setup.
- 1.1.1.14. The Contractor is responsible for making field measurements necessary to establish exact locations, relationships, load capacities necessary for the installation of these systems.
- 1.1.1.15. If a conflict develops between the contract documents and the appropriate codes and is reported to Purchasing prior to proposal opening, the Project Coordinator

will prepare the necessary clarification by addendum to this bid. Where a conflict is reported after contract award, Vendor will propose a resolution of the conflict and, upon approval by the Project Coordinator, Vendor will perform the work to resolve the conflict.

- 1.1.1.16. The Contractor shall be responsible for distributing electrical power from room receptacles to the racks and equipment as required. This will include providing necessary power strips and cabling for a complete installation.
- 1.1.1.17. The Contractor shall be responsible for connecting appropriate grounds tall equipment in accordance with applicable codes and standards.
- 1.1.1.18. Coordinate work with other trades to avoid causing delays in project schedule.
- 1.1.1.19. All equipment and materials shall be new.
- 1.1.1.20. Do not begin installing equipment until the site is dust free, surfaces are finished, and the site has functional mechanical and electrical systems.
- 1.1.1.21. Mount equipment and enclosures plumb and square. Permanently installed equipment to be firmly and safely held in place. Design equipment supports to support loads imposed with a safety factor of at least three. Seismic bracing shall be installed on appropriate equipment where local codes require such installation.
- 1.1.1.22. Cover edges of cable pass-through holes in chassis, racks, boxes, etc., with rubber grommets or Brady GRNY nylon grommetting.

1.1.2. Rack Panels

- 1.1.2.1. Custom rack panels shall be 1/8" thick aluminum, standard rack sizes, powder coated black finish with white engraved lettering unless otherwise noted.
- 1.1.2.2. In accordance with IEC-268 standard, all XLR connectors shall be wired pin 2 hot (high), pin 3 low, and pin 1 screen (shield).
- 1.1.2.3. All audio and video patch panel designation strips shall utilize label information provided in the design.
- 1.1.2.4. Television Broadcast Service Panels shall be powder coated black with white engraved lettering.

1.1.3. Casework and Racks

- 1.1.3.1. Furnish and setup casework without variations in level between neighbouring racks, and plumb and square with no twist in frames.
- 1.1.3.2. Secure casework to floor or wall as necessary.
- 1.1.3.3. Provide seismic bracing required by code.
- 1.1.3.4. Setup casework power distribution as necessary.
- 1.1.3.5. Label all racks with rack numbers front and back. Labels will be placed in a level and consistent manner. Thermal transfer labels are not acceptable.

- 1.1.3.6. Minimize electro-magnetic, electrostatic noise, and wire length by strategic placement of wiring and system components. Locate wiring and components with access to proper ventilation, and provide reasonable safety and convenience for the operator.
- 1.1.3.7. Form supported harnesses for all wires and cables used in assembling custom panels and equipment racks. These must be in accordance with accepted engineering practice.
- 1.1.3.8. Comb straight and tie-wrap harnessed cables every six (6) to ten (10) inches, and attach to the structure as necessary. Provide a sufficient service loop for each cable that breaks from the harness in termination in order to provide equipment removal without disconnecting from the racks.
- 1.1.3.9. Form harnessed cables vertically or horizontally in relation to equipment, controls, terminations, or components.

1.1.4. System Wiring

- 1.1.4.1. Ensure proper setup of all wire and cable Systems by using correct:
 - Types.
 - Lengths.
 - Identification.
 - Wire Group Separation.
 - Routing.
 - Pulling Tensions.
 - Minimum Bend Radius
 - Fire Rating
 - Quantities.
- 1.1.4.2. Cables are not to be spliced between terminations of specified equipment.
- 1.1.4.3. Wrap wire ends with heat shrink tubing. Cover all shields and drains with heat shrink in order to avoid unintentional connections.
- 1.1.4.4. All conductors are to be organized in enclosures, boxes, wire ways and wiring troughs.
- 1.1.4.5. USB cables in excess of 16 feet must utilize appropriate extender provided by Contractor
- 1.1.4.6. All AES audio shall utilize balanced audio. Contractor shall provide AES baluns as necessary.
- 1.1.4.7. All time code shall utilize balanced audio. Contractor shall provide baluns as necessary.
- 1.1.4.8. DVI/HDMI cables in excess of 50 feet must utilize appropriate extenders
- 1.1.4.9. Service loops shall be provided on all equipment allowing for enough cable length to fully slide the equipment out the front of the rack without cutting any cable ties. Additionally, whenever practical there should be at least 2 feet of slack in each cable either in the cable tray or bottom of rack. In long runs, there should be 2 feet at each end of the cable. Cables shall be sufficiently supported by horizontal bars

and/or vertical lacing rails so that no undue stress is being placed on the connector. Cables must be very neatly dressed with no crossovers.

- 1.1.4.10. Patch bay racks, or racks with high cable density, each side of the rack shall be utilized for vertical cable runs in such a way that is consistent across similar racks.
- 1.1.4.11. Cable ties shall be cut with an approved cable tie cutter. They should be neither too tight (indenting cable) nor too loose (sliding easily). Tie wraps shall be placed at regular intervals in the neatest fashion possible. Tie wraps are to be installed in the same direction with all cut ends facing the same way. All tie-wrapped ends are to be cut flush without any sharp edges exposed. Cables inside conduit and cable trays are not to be tie wrapped. Velcro ties may be utilized in cable trays.
- 1.1.4.12. Labels shall be laser printed on self-laminating Panduit S200X150YAJ. Each cable shall be wrap labeled on each end according to the drawings. The labels are to be attached exactly 2 inches from the cable termination end and in a consistent direction. Example of label information to be included:



- 1.1.4.13. During setup, to avoid excess tension, abrasion or damage, use temporary sheaves, rollers and guides to protect cables. Do not pull cable or wire through any enclosure or box fitting where raceway alignment or directional changes occur. Bending conductors less than the recommended radius is not to be done.
- 1.1.4.14. Removable power cords shall be neatly tied at plug end with enough slack for fully extending rack slides. Captive cords need to be removable from equipment without cutting cable ties. Where possible, shorter power cords should be utilized to avoid excess power cord length.
- 1.1.4.15. Safety cable or chain is to be attached where necessary for wall and ceiling mounted equipment.
- 1.1.4.16. Take precautions to prevent and guard against electromagnetic and electrostatic hum. For line level audio signals, float cable shields at the output of source device.

Shields not connected be folded back over cable jacket and covered with heat-shrink tubing. Do not cut off unused shields.

- 1.1.4.17. Exercise care in wiring; damaged cables or equipment will not be accepted. Isolate cables of different signals or different levels; and separate, organize, and route to restrict channel crosstalk or feedback oscillation in any amplifier section. Keep wiring separated into groups for microphone level circuits, line level circuits, loudspeaker circuits, and power circuits.
- 1.1.4.18. Make joints and connections with rosin-core solder or with mechanical connectors approved by the Project Coordinator; where spade lugs are used, crimp properly with ratchet type tool. Spade lugs mounted on 22 gauge or smaller cable to be soldered after crimping.
- 1.1.4.19. Neatly lace vertical and horizontal wiring inside rack with lacing bars. Horizontal wiring in rack to be neatly tied in manageable bundles with cable lengths cut to minimize excess cable slack but still allow for service and testing. Provide horizontal support bars if cable bundles sag.
- 1.1.4.20. All mini-BNC, mini-DIN and RCA/phono connections shall be made directly to the cable in question; whips and adapters are not acceptable.
- 1.1.4.21. Wiring labels shall be completely visible in rack.
- 1.1.4.22. Custom rack panels shall be 1/8" thick aluminum, standard rack sizes, brushed black anodized finish unless otherwise noted. (Brush in direction of aluminum grain only.) Custom connector plate (speaker, microphone, etc.) finishes shall be selected from manufacturer's full range of standard finishes. Plastic plates will not be accepted.
- 1.1.4.23. Patch Panels
 - All patch panels shall be wired so signal "sources" (outputs from devices) appear on the upper row of a row pair; all "loads" (inputs to devices) appear on the lower row of a row pair.
 - All patch panel designation strips shall utilize alphanumeric and descriptive labels utilizing information provided by the system design.
 - The jack field alpha row designation shall be labeled on both sides of every patch bay.
- 1.1.4.24. Loose equipment
 - All loose equipment listed in the equipment tables but not shown in system drawings with a device ID shall be considered loose equipment.
 - The Contractor shall install loose equipment as directed by the Project Coordinator.
 - The Contractor shall provide necessary patching to television broadcast service panels.
- 1.1.4.25. General Equipment and Cable Labeling:
 - Provide labels on the front and rear of equipment mounted in racks with system DEVICE ID and IP address where appropriate.
 - Mount labels in a neat, plumb and permanent manner.
 - Embossed labels are not acceptable.
- 1.1.4.26. Crestron Control System in Auditorium

- Certain new devices, per the design, will need to be connected to and controlled by the Crestron Control System including: Video monitors, Video Projector, Wireless Microphones, and HDMI and VGA Connections from the Cable Cubby in the right staff desk, Wireless microphones, etc..
- Re-programming and adding to the existing programming of the Crestron will be necessary.
- Design or re-design of the Crestron Touch-pad displays (podium and chambers control room) to add buttons for control of the added equipment in the room will be necessary.
- Submittal of Touch-Pad button layout designs must be made to the Project Coordinator and approved before work on the Crestron begins.

1.1.5. Electrical Systems

- 1.1.5.1. Utilize existing.
- 1.1.5.2. TPU will provide electrical connections where necessary.
- 1.1.5.3. Review grounding systems plan with TPU
- 1.1.5.4. Coordinate and make final connection of power and ground wiring tracks and consoles.
- 1.1.5.5. Coordinate utility power in racks with TPU.
- 1.1.5.6. Isolate all systems wiring from back boxes, conduit and racks.
- 1.1.5.7. Connect all broadcast equipment chassis to AC isolated ground or rack frames.
- 1.1.5.8. Connect signal paths between AC powered equipment pieces with balanced lines and/or transformer isolation as necessary. Unbalanced signal path connections to the patch bay are not to be used.
- 1.1.5.9. Connect equipment rack frames to isolated AC ground busses by means of a minimum #2 gauge conductor.
- 1.1.5.10. Connect equipment rack ground bus bar to technical ground bus by means of a minimum #2 gauge conductor.
- 1.1.5.11. All external wires entering building must utilize lightning protection according to the most current National Electrical Code.

1.1.6. AV & TV Broadcast Systems

- 1.1.6.1. Setup and integrate new equipment per the approved design (also provided by vendor, see section 1.2 for Design Requirements).
- 1.1.6.2. The Crestron Advanced Control Processor, Sennheiser ADN CU1 and the Luxul AMS-4424P 26-Port Gigabit POE network switches will remain at its current location behind the TPU Auditorium Stage (see reference). This system was installed in 2018 and will continue to be used.

1.1.7. System Installation

- 1.1.7.1. Position equipment and apparatus requiring adjustment in a manner that allows access for cleaning, adjustment, etc.

- 1.1.7.2. Paint all enclosures and supporting structures supplied by Contractor that do not have standard factory paint. Project Coordinator will supply paint specifications if not specified by this document.
- 1.1.7.3. Mark all connectors, jacks, switches, receptacles, cables and cable terminations logically and permanently. Engrave, etch or screen custom panel nomenclature. In order to maintain consistency and clarity, these markings are detailed in drawings. Project Coordinator must be notified of any changes in type, size, or placement of drawings prior to marking.
- 1.1.7.4. Match neighbouring equipment panels with finishes of blank and custom assembly panels.
- 1.1.7.5. Furnish equipment mounts, rack kits, braces, supports and brackets.
- 1.1.7.6. Furnish blank panels over all unused rack spaces.
- 1.1.7.7. Generic rack shelves are not permitted to support forward facing equipment. Use of custom rack shelves is required.
- 1.1.7.8. Use short (2' or 3') AC power cords where feasible.

1.1.8. Specifications and Drawings

- 1.1.8.1. The Contractor is responsible for providing all components necessary for a complete and operational system.
- 1.1.8.2. Drawings and Specifications shall be approved by the Project Technical Lead.

1.1.9. Fiber Interconnection to Existing Network Equipment

- 1.1.9.1. TPU will provide a connection to the existing fiber between the rack location in the new control room and the existing network equipment on the fourth floor, where it connects the outside network. This connection will be used to connect the video and audio feed from the new control room to the TV Tacoma Master Control Center using the City of Tacoma's MPLS Network.

1.1.10. Warranty

- 1.1.10.1. Warranty labor and materials for one year following the date of acceptance by the City of completed work.
- 1.1.10.2. System to be free of defects and deficiencies, and to conform to the drawings and specifications as to kind, quality, function, and characteristics; repair or replace defects occurring in labor or materials within the Warranty period without charge. Warranty all replaced products as new, with a new one-year warranty period, or longer, per 1.141.3.
- 1.1.10.3. This warranty shall not void specific warranties issued by manufacturers for greater periods of time. Nor shall it void any rights guaranteed to the City of Tacoma by law.
- 1.1.10.4. Within the warranty period, answer service calls within eight hours, and correct the problem within seventy-two hours.

1.1.11. Contractor Tests and Adjustments

1.1.11.1. Verify the following before beginning actual tests and adjustments on the system:

- All products are installed in proper and safe manner according to manufacturer's instructions.
- Insulation and shrink tubing are present where required.
- All Dust, debris, solder splatter, etc. is removed.
- Cable is dressed, routed, and labeled; connections are consistent with regard to polarity.
- All labeling has been provided.
- Temporary facilities and utilities have been properly disconnected, removed and disposed of off-site.
- All products are neat, clean and unmarred and parts securely attached.
- All broken work, including glass, ceiling tiles and supports, walls, doors, etc. have been replaced or properly repaired, and debris cleaned up and discarded.
- All extra materials, portable equipment and spares shall be delivered and stored at the premises as directed by the Project Coordinator.

1.1.11.2. Preparation for Acceptance, prior to final inspection:

- Verify each individual component is operating properly
- Verify proper operation from controlling devices to controlled devices.
- Verify proper adjustment, balance and alignment of equipment for optimum quality and to meet the manufacturer's published specifications.
- Verify that all communications and networking services are installed and in proper working condition (Ethernet, IP addressing)
- All wires are to be tested for continuity and polarity.
- No shorts between Neutral and Isolated Ground conductors are allowed.
- Confirm that all installed data network cable and fiber optic cable conforms to TIA/EIA performance standards.
- All equipment must be verified to be within guidelines of manufacturers' specifications for heat, ventilation, etc.
- Record all software settings and creating appropriate back up records (paper and electronic as appropriate).

1.2. Design Requirements

1.2.1. Detailed Design

1.2.1.1. Provide complete system design within 30 days of bid award and receive approval by the Project Coordinator prior to any fabrication. This includes, but not limited to:

- 1.2.1.1.1. Schematics for audio, video, and network connections
- 1.2.1.1.2. List of equipment
- 1.2.1.1.3. Physical layout of equipment and rack assembly

1.2.1.2. Approval of design submittals. All designs provided by the vendor shall be approved by the Project Technical Lead before commencing setup and configuration work.

1.2.1.2.1. CAD drawings shall be submitted in both pdf and dwg format.

1.2.2. As-Built Design

1.2.2.1. Provide as-built drawings no more than 30 days after Acceptance of project.

1.2.3. References

1.2.3.1. The following references are provided.

- 1.2.3.1.1. Existing TPU Auditorium Design. The Crestron Advanced Control Processor, Sennheiser ADN CU1 and the Luxul AMS-4424P 26-Port Gigabit POE network switches will remain at its current location (behind the Auditorium stage). This system was installed in 2018 and will continue to be used. [See Appendix B]
- 1.2.3.1.2. City Council Chambers Design. This represents the current TV Tacoma broadcast system design for the City Council live broadcast (located at the City Council Chambers in downtown Tacoma). The purpose of this reference is for the vendor to choose identical equipment where possible (or similar model of the same manufacturer if not available), in order for the operators to have a consistent experience in both locations. [See Appendix B]
- 1.2.3.1.3. TPU Broadcast Control Room building design. TPU will provide the vendor with the control room design including dimensions, electrical outlets, furniture layout, etc. The vendor shall use this information to design their equipment layout and schematics. [See Appendix B]

1.3. Equipment Selection

Vendor shall purchase all equipment and attempt to match the same models and manufacturers of the equipment located in the City Council Chambers control room so that TV Tacoma staff will be familiar with both locations.

1.3.1. Required Equipment List

Required Equipment List				
MFG	MODEL	QTY	DESCRIPTION	group
PANASONIC	AW-HE130WPJ	7	Full-HD Professional PTZ Camera	cameras
CRESTRON	DM-MD16X16-CPU3	1	16x16 DigitalMedia Switcher	current rack
CRESTRON	DMC-4KZ-HD	8	HDMI 4K60 4:4:4 HDR Input Card for DM Switchers	current rack
ELECTRO-VOICE	PA2250T	2	Dual 250 W/CH Power Amplifier	large rack
HAIVISION	S-292E-HDSD1	1	Makito X single SDI Encoder Appliance - H.264 High Profile	large rack
HAIVISION	S-292D-HD2		Makito X Dual Decoder Appliance - Dual HD/SD H.264 IP Video	large rack
HP	2920-48G	1	48 Port Network Switch + POE	large rack
MIDDLE ATLANTIC	Vendor Select	1	Equipment Rack, Full height 45RU	large rack
ROSS VIDEO	OGX-FR-C	1	OpenGear OGX-FR-C frame	large rack
ROSS VIDEO	PS-OGX	2	600 Watt Universal Power Supply/Backup Power Supply for OGX Frame	large rack
ROSS VIDEO	Vendor Select	2	I/O HD Cards for Ross OpenGear OGX Frame (Cards X2 for spare frame in use).	large rack
SYMETRIX	RADIUS AEC	1	Microphone System - including expansion cards	large rack
SYMETRIX	XOUT12	1	Analog I/O Expander	large rack
TELEMETRICS	DS-4	2	Camera Device Server/ethernet	large rack
Ross Video	UDA-8705A-2RL	1	Analog distribution amplifier (gen lock)	large rack
Ross Video	SRA-8802-R2	1	Relocking distribution amplifier (Program)	large rack
AJA	OG-FiDO-TR	1	Fiber Transmitter to 4th Floor	large rack
AJA	FiDo-TR	1	Fiber Receiver on 4th Floor	large rack
Tripp Lite	SU2200RTXL2UA	1	Uninterruptible Power Supply (for large Rack)	large rack
	Vendor Select	3	Full Motion Wall Mount for Program & Preview Multiviewers	layout
	Vendor Select	2	43" HDTV - Main Station Program & Preview Multiviewers	layout
	Vendor Select	1	32" - HDTV - Program & Preview monitor for second station	layout
CRESTRON	TSW-760	1	7" Touch Screen, Black Smooth	layout
ROSS VIDEO	SHC-9642	2	SDI to HDMI Converter for conversion to Preview and Program Multiviewers	layout
ROSS VIDEO	CB1S-116-001	1	Carbonite Black 1S Video Switcher & Carbonite Black Frame	layout
ROSS VIDEO	SRG-2200	1	Master Reference and Test Signal Generator	layout
TC ELECTRONIC	LEVEL PILOT	1	Desktop Speaker Volume Controller	layout
TELEMETRICS	RCCP-2A	1	Telemetry control panel	layout
TVLOGIC	LVM-212W	1	TVLogic LVM-212W 21.5" 3G-SDI Multi-Format Monitor (Waveform Monitor)	layout
YAMAHA	MSP5	2	powered monitor speaker	layout
YAMAHA	QL1	1	live digital mixing console	layout
SENNHEISER	EW 300 G4-865-S-AW	3	Wireless Hand Held Microphone and Receiver - Wired Extention Antenna?	mic
SENNHEISER	EW 300 G4-ME2-RC	2	Wireless Lapel Microphone and Receiver - Wired Extention Antenna?	mic
WILLIAMS SOUND	FM T55	1	FM Plus Assistive Listening Systems	mic
	Vendor Select		XLR Patch Panel - Press Patch for audio connection (minimum 2 hookups).	other
AJA	KIPRO RACK	2	File Based 1RU Recorder and Player	small rack
AJA	KI-STORTB-USB	4	High-Capacity, Reliable Media (1 TB)	small rack
MIDDLE ATLANTIC	DTRK-1218		Equipment Rack, Short height 12RU , Desktop Rack	small rack
JVC	SR-HD2700	1	Blu-Ray disc recorder	small rack
APANTAC	DA-HDTV-SDI	1	SDI to HDMI / HDMI to SDI Converters	
* vendor selects quantity based on existing configuration and requirements				
* Layout = Equipment that will be installed on the desk.				
* Small Rack = Equipment that will be installed in the small 12RU Rack sitting on the desk.				
* Large Rack = Equipment that will be installed in the new 45RU large rack.				
* Mic = Wireless microphone system				
* Other = This is 2 XLR connections that will be wired in a location in the auditorium for outside TV stations to connect to tap into the audio of all microphones.				
* Current Rack = Equipment to be added to the existing short rack				
* Cameras = Camera Equipment				

1.3.1.1. Model numbers and manufacturers included in this specification are listed as a standard of quality. Regardless of the length or completeness of the descriptive paragraph herein, each device shall meet all of its published manufacturer's specifications. Verify performance as required.

1.3.1.2. If product is discontinued or made obsolete due to continuing product development, with approval of Project Coordinator, replace it with manufacturers' equivalent at time of setup at no additional cost to the City.

1.3.1.3. Project Technical Lead shall review and approve all selected models prior to purchasing.

1.3.2. *Approved Cables and Connectors List*

Refer to the list below for approved cables and connectors.

CABLE LIST			
Belden cable			
Canare BNC coax connectors			
Neutrik XLR/TRS audio connectors			
Crimp style pins/pop in connectors for D-Sub connectors			
Crestron certified network cable for all Crestron Devices			
SIGNAL TYPE	CABLE TYPE	CABLE COLOR	CONNECTOR
HD (under 100ft)	1855A	Purple	BCP-B2G
HD (100-200ft)	1505A	Purple	BCP-B4F
AA (analog audio)	9451	Black	XLR/TRS/RCA/PHX
TC (Time code)	9451 or 1505A	White	PHX/XLR
REF (Reference)	1505A	White	BCP-B4F
NET (Network)	1700A (Cat 6)	Blue	RJ-45

1.4. Equipment, Furnishing, and Setup Requirements

1.4.1. *AV Switcher*

- 1.4.1.1. Vendor shall provide a new Crestron DM-MD16X16-CPU3 16x16 DigitalMedia Switcher. There is an existing 4/2 switch located under the desk in the auditorium that controls the program inputs (pc/dvd/set-top box/guest pc connection). This will need to be upgraded to a 16x16 (or higher number of inputs) switch due to the addition of a computer (located in the new control room) that will require a fifth input.
 - 1.4.1.1.1. The vendor shall select the input and output cards (models and quantities) based on the requirements and existing configuration. Vendor shall describe these selections in their submitted design.
- 1.4.1.2. The new switcher shall be placed in the existing Crestron rack. This will also require extending the current video (HDMI) cables to the rack location (approximately 20').
- 1.4.1.3. There is an existing laptop connection at the Clerk's dais location. This is not connected to the current 4/2 switch, and thus, there is no audio transmitted. Vendor shall reroute this connection to the new switcher.
- 1.4.1.4. Vendor shall connect a new computer (located in the new control room and provided by TPU) to the new switcher.

1.4.2. *Crestron Touch Panel*

- 1.4.2.1. Provide a new, third Crestron control touch screen panel, to be located inside the new control room. (there are two existing already)

1.4.3. *Wireless Microphones*

- 1.4.3.1. Purchase (3) Sennheiser wireless handheld microphones.

- 1.4.3.2. Purchase (2) Sennheiser wireless lapel microphones.
- 1.4.3.3. Purchase (5) Sennheiser receivers for the new microphones that each need a separate frequency for simultaneous use.
- 1.4.3.4. Vendor shall setup the antennas, run the cables, and connect to the microphone receivers.

1.4.4. Audio Digital Signal Processing System

- 1.4.4.1. Purchase Symetrix audio digital signal processor.
- 1.4.4.2. Program and configure the Symetrix system using Symetrix' Composer software for Windows. Vendor shall provide all uncompiled code/data to TPU upon completion.
 - 1.4.4.2.1. Vendor shall coordinate Symetrix configuration with Project Technical Lead.

1.4.5. HD PTZ Cameras

- 1.4.5.1. The vendor shall coordinate with the Project Technical Lead, and the Television Production Coordinator to choose the camera shot angles & locations for each of the (7) HD PTZ cameras and shall be directed by the TPU Power Engineer for cabling routes between the cameras and the new control room location. TPU will be responsible for installing the camera mounts.
- 1.4.5.2.
- 1.4.5.3. Vendor shall configure and test the cameras while keeping the current SD system running.

1.5. Configuration Requirements

1.5.1. Crestron Series 3 Advanced Control Processor Configuration

- 1.5.1.1. Program existing Crestron Series 3 Advanced Control Processor to accommodate for additional input (from the computer in the new control room). This includes making changes to the touch screen GUI.
 - 1.5.1.1.1. Existing uncompiled Crestron code will be made available by TPU.
 - 1.5.1.1.2. For any modifications or changes to the system, the vendor shall provide all updated, uncompiled code that was modified or created to TPU.

1.5.2. Camera Control System

- 1.5.2.1. Purchase TELEMETRICS RCCP-2A camera control system.
- 1.5.2.2. Configure presets with Project Technical Lead.

1.6. Relocation of Existing Equipment Requirements

- 1.6.1. There is (1) existing Ross XPRESSION XPN-1 RU-M8 and keyboard/monitor in the current control room that will be retained. During the cut over, the Vendor shall move and install this unit to the new control room, and reconfigured from Standard Definition to High Definition format.
- 1.6.2. There are (2) existing Ashly 1504 NX series audio amplifiers, to be used as spares.

- 1.6.3. There is (1) existing Ross OpenGear Terminal (DA). The Vendor shall replace the current SD cards with new HD cards (see 1.3.1 Required Equipment List). This unit will be used as a spare.

1.7. Cutover Timeline

- 1.7.1. Public Utility Board meetings take place every 2 weeks (every 2nd and 4th Wednesday of each month). Cutover timeframe shall be coordinated such that it can be completed within the two-week period between meetings as identified and agreed to by both parties.

1.8. Testing Requirements

Other tests on equipment or systems as deemed appropriate, such as, but not limited to:

1.8.1. *Cameras:*

- Verify Camera power on
- Verify all indicators on Camera reflect short circuit or open circuit conditions
- Verify Pan-Tilt arms function smoothly
- Verify Focus control is connected and working
- Verify Zoom control is connected and working
- Verify Camera Head is balanced in front, back and center
- Verify Return Videos functional
- Verify the Video mode is set proper mode (HD/SD)

1.8.2. *Remote Control Panel:*

- Verify assigned IP addresses and subnet mask are configured correctly
- Verify iris control sensitivity, mode, range and center is setup and joystick is calibrated
- Verify shading control is turned on
- Verify White Balance is set and parameters stored
- Verify control of camera iris

1.8.3. *Video Production Switcher*

- Verify assigned IP address and subnet mask is configured correctly
- Verify all sources are defined, labelled and routed accurately
- Verify all output assignments are accurate and labelled (program vs. preview)
- Verify all external devices are routed accurately
- Verify source to button mapping and labelling is the end user preferences

1.8.4. *Monitors*

- Verify all monitors have picture from assigned sources and are labelled as such
- Verify program and preview monitors have the correct picture routed to them from production switcher

1.8.5. *Crestron*

- Verify that all control buttons on all pages are easily visible and accessible for operation on each touch-pad
- Verify that all control buttons function properly and are controlling all aspects of each device (current and new additions) as required.

- Verify that each device has the necessary communication electronics and is properly connected to the Crestron switch

1.9. Commissioning Requirements

Commissioning (This list is not intended to be comprehensive, and should be considered a general guideline for the Contractor without a defined commissioning process statement.)

1.9.1. *Coordinate manufacturers commissioning for all major systems*

- Ross Production Switcher
- Ross Xpression Character Generator
- Yamaha Audio Boards
- Telemetrics
- Crestron

1.9.2. *Cameras*

- Setup camera in accordance with Manufacturer's procedure
- Set lens back-focus
- Exercise full zoom/focus control on lens
- Confirm Remote control panel properly interacts with camera

1.9.3. *Time Code*

- Confirm time code is set to appropriate time zone
- Confirm time code is distributed to all devices with time code inputs (including clocks, multi-viewers, etc.)
- Confirm timer operation and clock functions
- Confirm time code does not cross talk into audio or video circuits

1.9.4. *Computers, Networking, IP and Data*

- Coordinate IP addresses with Project Coordinator, and manufacturer for any equipment supplied herein.
- Program subnets
- Test connectivity
- Coordinate firewall and routing configuration if needed
- Set all clocks, software and hardware.
- Prepare and verify all customer furnished computers are properly configured for intended use within design
- Install all relevant software

1.9.5. *Audio*

- Check audio phase from each device teach destination, through audio system and direct patch. Correct any anomalies.
- Check Left/Right pairing from each device teach destination, through the system and direct patch. Correct any anomalies.
- Set audio levels through each device teach destination, through audio system and direct patch for unity gain. Adjust interfacing devices to accommodate level differences that occur. Correct any anomalies.

1.9.6. Distribution Gear and Signal Processing.

Setup all software remote interface and operation software including but not limited to:

- Device labelling corresponding to drawings as well as functional use
- Signal path processing and/or interconnection paths as allowable
- Set alarm and notifications screens as allowed.

1.10. Training Requirements

The Contractor shall coordinate and submit, for the Project Coordinator's approval, an operational training outline and schedule to provide City of Tacoma staff operational and design training on major television broadcast system components. All training is to be conducted by the manufacturer or authorized persons certified by the manufacturer in television broadcast systems. In the event no manufacturer certified training is available for a key system, the Contractor will prepare and submit for the Project Coordinators approval, a training outline for the system and will identify the persons and their qualifications to conduct such training.

The objective of training is to provide operational knowledge that is tailored to the needs and objectives of the City of Tacoma.

Training should be scheduled to be non-overlapping, unless agreed to by Project Coordinator.

1.10.1. Required Training

The key broadcast systems requiring training include, but may not be limited to:

- Ross Production Switcher, Ross Xpression Character Generator/Graphics systems, Telemetry Camera Robotics/Control Systems
- Yamaha Audio Board
- Waveform monitor

The supplier is to bid on 5 days of onsite training.

The Contractor shall ensure that proper technical configuration has been established for all needed systems required for training.

In the event that a portion of the training time is occupied in troubleshooting the equipment setup, then the training time shall be extended an equal amount of time at the expense of the Contractor.

Coordinate general "systems operation and maintenance" training to be provided by the Contractor to City of Tacoma's designated personnel on the general use and operation of the System.

APPENDIX A

Signature Page

Prime Contractor's Pre-Work Form

Sample Contract

SIGNATURE PAGE

**CITY OF TACOMA
TACOMA POWER**

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Procurement & Payables Division, located in the Tacoma Public Utilities Administration Building North, 4th Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for BIDS page near the beginning of the specification for additional details.**

**REQUEST FOR BIDS NO. PM20-0097F
PUBLIC UTILITY BOARD BROADCAST CONTROL ROOM**

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

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.)

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Name of Bidder

PROPOSAL

	<u>BID UNIT</u>	<u>TOTAL COST</u>
<u>ITEM 1</u> Complete Design Package (See Section 2, 1.1 – 1.2)	LS	\$ _____
<u>ITEM 2</u> Equipment Furnish, Setup, Configure (See Section 2, 1.3 – 1.7)	LS	\$ _____
<u>ITEM 3</u> Testing & Commissioning (See Section 2, 1.8 – 1.9)	LS	\$ _____
<u>ITEM 4</u> Training (See Section 2, 1.10)	LS	\$ _____

SUB-TOTAL ITEMS 1-4
(excluding sales tax) \$ _____

****Sales Tax @ % _____** \$ _____

TOTAL AMOUNT
(including sales tax) \$ _____

SERVICES CONTRACT

THIS CONTRACT, made and entered into [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.

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 in writing by the Parties.

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] without the written consent of the CITY. 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

Upon CITY's request, CONTRACTOR shall make available to CITY all accounts, records and documents related to the performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligation, as applicable.

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

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 Rules to all entities that receive confidential or otherwise protected personal information of CITY's customers. Italicized words in this Section refer to defined terms contained in the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 (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 writing and signed by the Parties.

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.

SAMPLE

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 By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

APPENDIX B

City Council Chambers Design

Current Auditorium Plans and Design

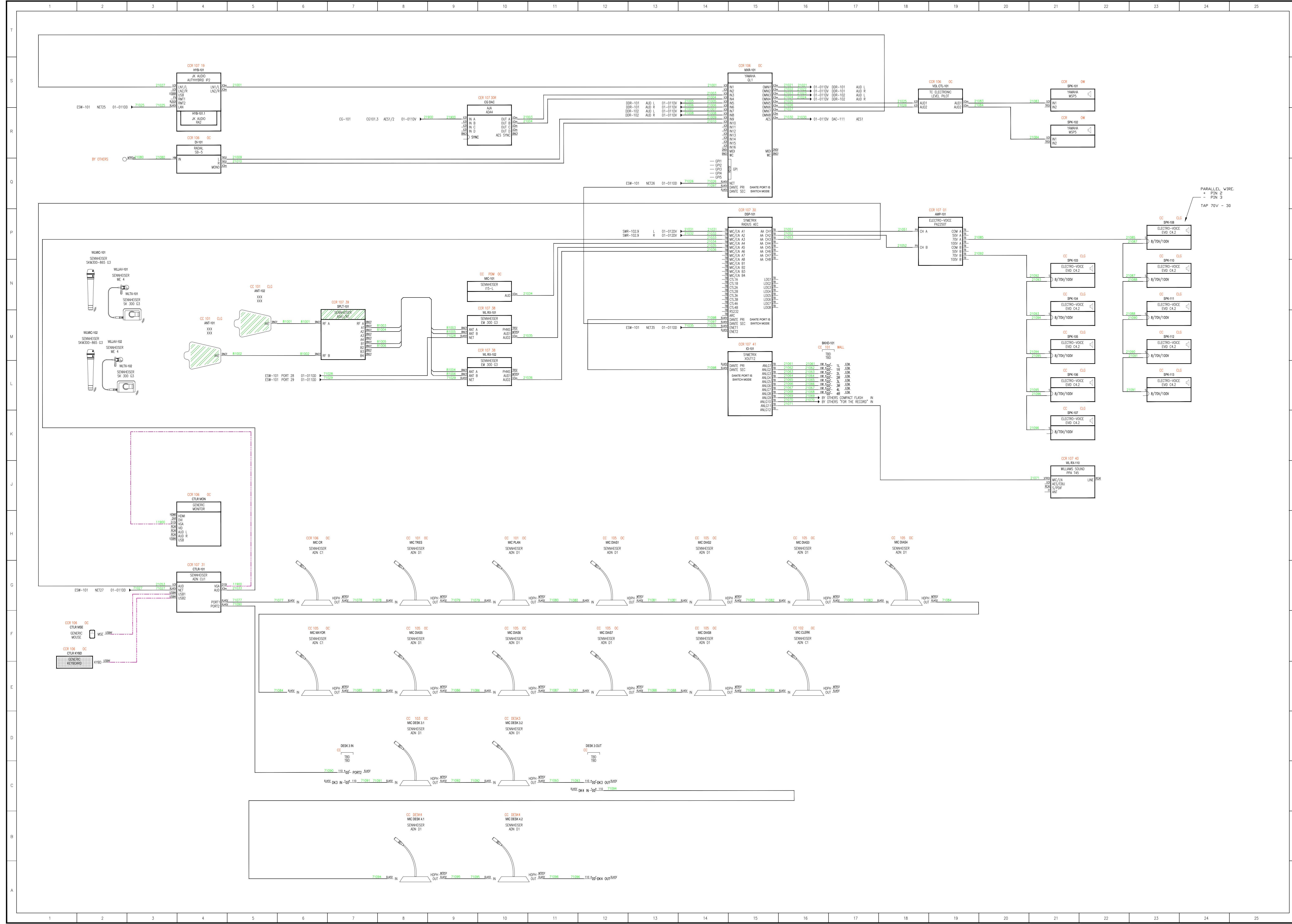
Control Room Equipment Layout

The DRAWINGS, SPECIFICATIONS, and DESIGNS represented herein are a part of the contract documents for the project of [PROJECT NAME] and shall remain the property of ABS. No part of this document may be copied, disclosed, or used in conjunction to any work or project not specified without written consent of ABS. Visual contact with this document shall constitute conclusive evidence of acceptance of these restrictions. ABS does not warrant or guarantee the accuracy or completeness of this document. ABS shall be responsible for any omissions, errors, or discrepancies in this document. ABS shall be responsible for any omissions, errors, or discrepancies in this document. ABS shall be responsible for any omissions, errors, or discrepancies in this document.

REVISION HISTORY	
REV#1	DATE: 04/17/2015 BY: RW REVISION DESCRIPTION: ROM REVIEW
REV#2	DATE: 08/14/2015 BY: RW REVISION DESCRIPTION: FINAL DESIGN
REV#3	DATE: 09/03/2015 BY: RW REVISION DESCRIPTION: CONSTRUCTION DRAWINGS
REV#4	DATE: 10/14/2015 BY: RW REVISION DESCRIPTION: CONSTRUCTION DRAWINGS

NOTES

PARALLEL WIRE
= PIN 2
= PIN 3
TAP 70V - 30



CLIENT NAME / ADDRESS:
CITY OF TACOMA
1234 MARKET WAY
TACOMA, WA
98405

PROJECT NAME:
CITY OF TACOMA

PROJECT NUMBER:
15039

SCALE: 1:1 SIZE: D
ENG BY: AC
DWG BY: JJ
APPRV BY:

DWG DESCRIPTION:
COUNCIL CHAMBERS
SYSTEM AUDIO

DWG #: 01-011DA
PLOT DATE: 10/20/2015 8:32 AM
FILE: 15039 01-011DA.dwg

The DRAWINGS, SPECIFICATIONS, and DESIGNS represented herein are a final and complete set of documents for the project. ABS shall not be held responsible for any errors or omissions in the drawings, specifications, or designs. ABS shall not be held responsible for any delays or disruptions in the project caused by any third party. ABS shall not be held responsible for any damages or losses resulting from the use of the drawings, specifications, or designs. ABS shall not be held responsible for any claims or lawsuits filed against ABS or its employees, agents, or subcontractors. ABS shall not be held responsible for any claims or lawsuits filed against any third party. ABS shall not be held responsible for any claims or lawsuits filed against any third party.

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REV# 3	DATE: 09/03/2015 BY: RW REVISION DESCRIPTION: CONSTRUCTION DRAWINGS
REV# 4	DATE: 10/14/2015 BY: RW REVISION DESCRIPTION: CONSTRUCTION DRAWINGS

NOTES



CLIENT NAME / ADDRESS:
CITY OF
TACOMA
1224 MARLIN WAY
TACOMA, WA
98405

PROJECT NAME:
CITY OF TACOMA

PROJECT NUMBER:
15039

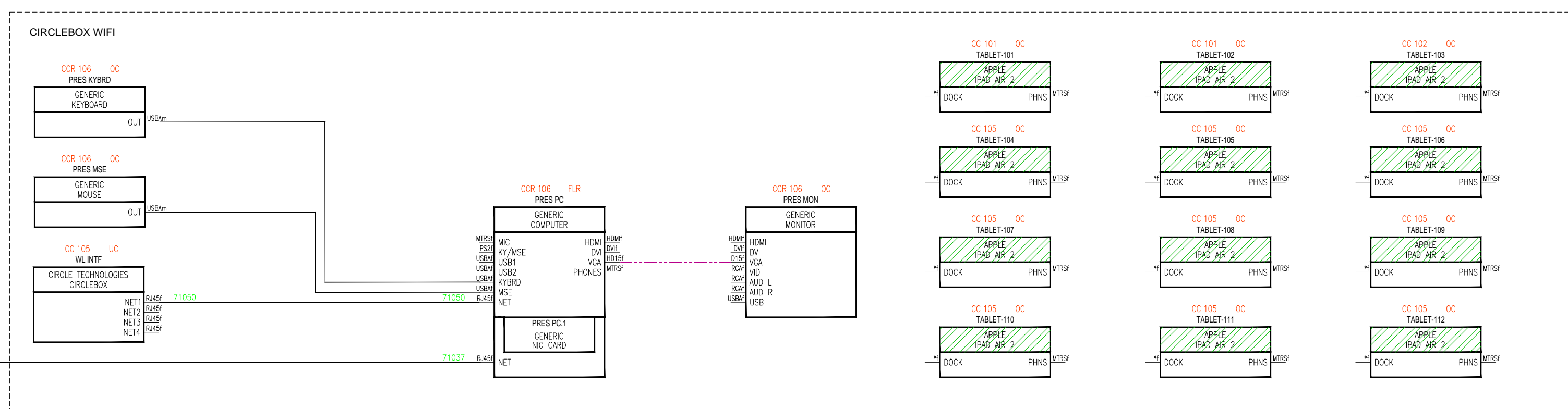
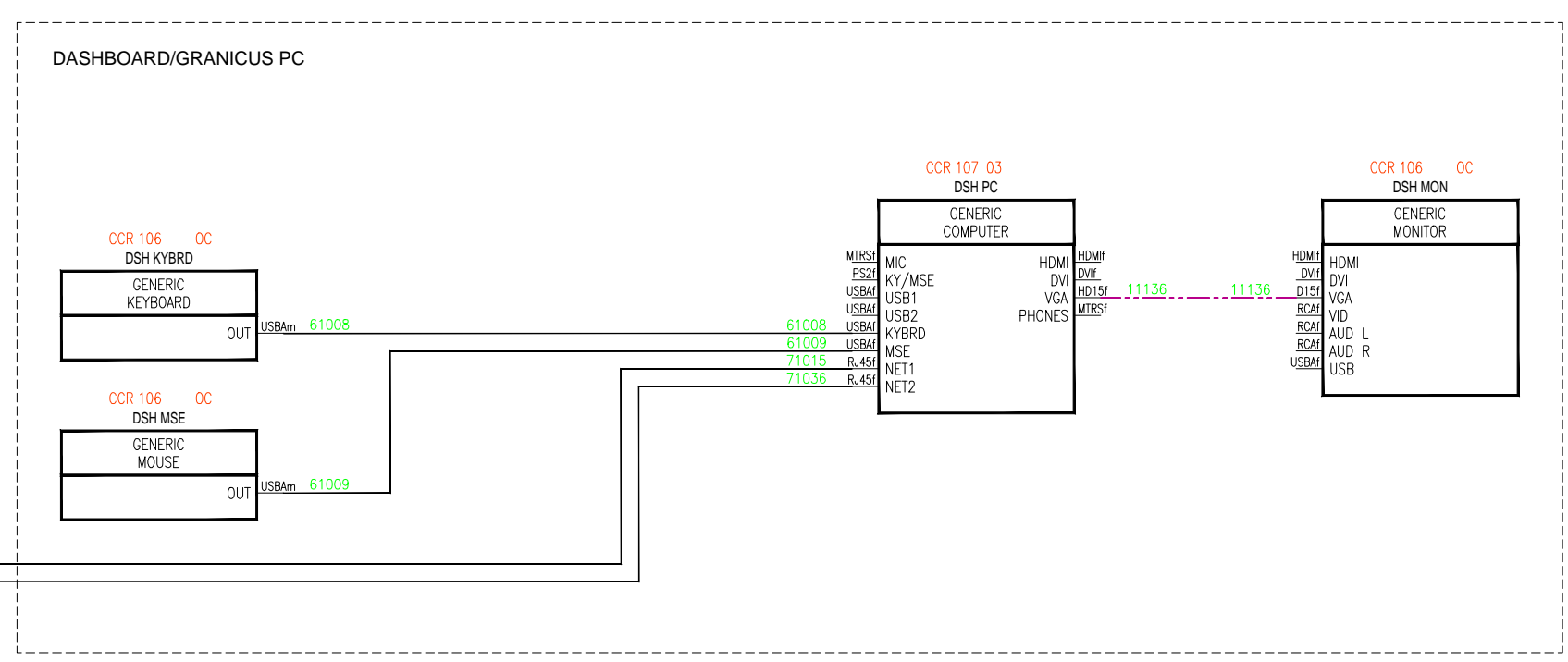
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DWG BY: JU
APPRV BY:

DWG DESCRIPTION:
COUNCIL CHAMBERS
SYSTEM DATA

DWG #: 01-01DD
PLOT DATE: 10/20/2015 8:32 AM
FILE: 15039 01-01DD.dwg

CCR 107 44
ESB-101
2920-450

NET#	NAME	TYPE	DESCRIPTION	LOCATION
NET1	SWR-101	LAN	01-0110W SWR-101	LAN
NET2	CP-101	ENET1	01-0120W CP-101	ENET1
NET3	CP-102	LAN	01-0110W CP-102	LAN
NET4	CAN-101	LAN	01-0110W CAN-101	LAN
NET5	CAN-102	LAN	01-0110W CAN-102	LAN
NET6	CAN-103	LAN	01-0110W CAN-103	LAN
NET7	CAN-104	LAN	01-0110W CAN-104	LAN
NET8	CAN-105	LAN	01-0110W CAN-105	LAN
NET9	CAN-106	LAN	01-0110W CAN-106	LAN
NET10	CAN-107	LAN	01-0110W CAN-107	LAN
NET11	ESK-101	LAN	01-0110W ESK-101	LAN
NET12	ESK-102	LAN	01-0110W ESK-102	LAN
NET13	ESK-103	LAN	01-0120W ESK-103	LAN
NET14	CAN-108	LAN	01-0120W CAN-108	LAN
NET15	TX-101	LAN	01-0120W TX-101	LAN
NET16	TX-102	LAN	01-0120W TX-102	LAN
NET17	TX-103	LAN	01-0120W TX-103	LAN
NET18	TX-104	LAN	01-0120W TX-104	LAN
NET19	TX-105	LAN	01-0120W TX-105	LAN
NET20	HYB-101	NET	01-0110A HYB-101	NET
NET21	MR-101	NET	01-0110A MR-101	NET
NET22	CLUB-101	NET	01-0110A CLUB-101	NET
NET23	ML-RX-101	NET	01-0110A ML-RX-101	NET
NET24	CR-CP	ENET	01-0110W CR-CP	ENET
NET25	MGH-CP	ENET	01-0110W MGH-CP	ENET
NET26	CLB-102	LAN	01-0110A CLB-102	LAN
NET27	CLB-103	LAN	01-0110A CLB-103	LAN
NET28	DSP-101	ENET1	01-0110A DSP-101	ENET1
NET29	ESB-101	LAN	01-0110W ESB-101	LAN
NET30	ESB-102	LAN	01-0110W ESB-102	LAN
NET31	ESB-103	LAN	01-0110W ESB-103	LAN
NET32	ESB-104	LAN	01-0110W ESB-104	LAN
NET33	ESB-105	LAN	01-0110W ESB-105	LAN
NET34	ESB-106	LAN	01-0110W ESB-106	LAN
NET35	ESB-107	LAN	01-0110W ESB-107	LAN
NET36	ESB-108	LAN	01-0110W ESB-108	LAN
NET37	ESB-109	LAN	01-0110W ESB-109	LAN
NET38	ESB-110	LAN	01-0110W ESB-110	LAN
NET39	ESB-111	LAN	01-0110W ESB-111	LAN
NET40	ESB-112	LAN	01-0110W ESB-112	LAN
NET41	ESB-113	LAN	01-0110W ESB-113	LAN
NET42	ESB-114	LAN	01-0110W ESB-114	LAN
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NET44	ESB-116	LAN	01-0110W ESB-116	LAN
NET45	ESB-117	LAN	01-0110W ESB-117	LAN
NET46	ESB-118	LAN	01-0110W ESB-118	LAN
NET47	ESB-119	LAN	01-0110W ESB-119	LAN
NET48	ESB-120	LAN	01-0110W ESB-120	LAN



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REVISION	DATE	BY	DESCRIPTION
REV-1	04/17/2015	RW	REVISED
REV-2	08/14/2015	RW	REVISED
REV-3	09/03/2015	RW	REVISED
REV-4	10/14/2015	RW	REVISED

NOTES

CLIENT NAME / ADDRESS
CITY OF TACOMA 1234 MARKET WAY TACOMA, WA 98405

PROJECT NUMBER:
15039

SCALE: 1:1 SIZE: D

ENG BY: AC
DWG BY: JJ
APPR BY:

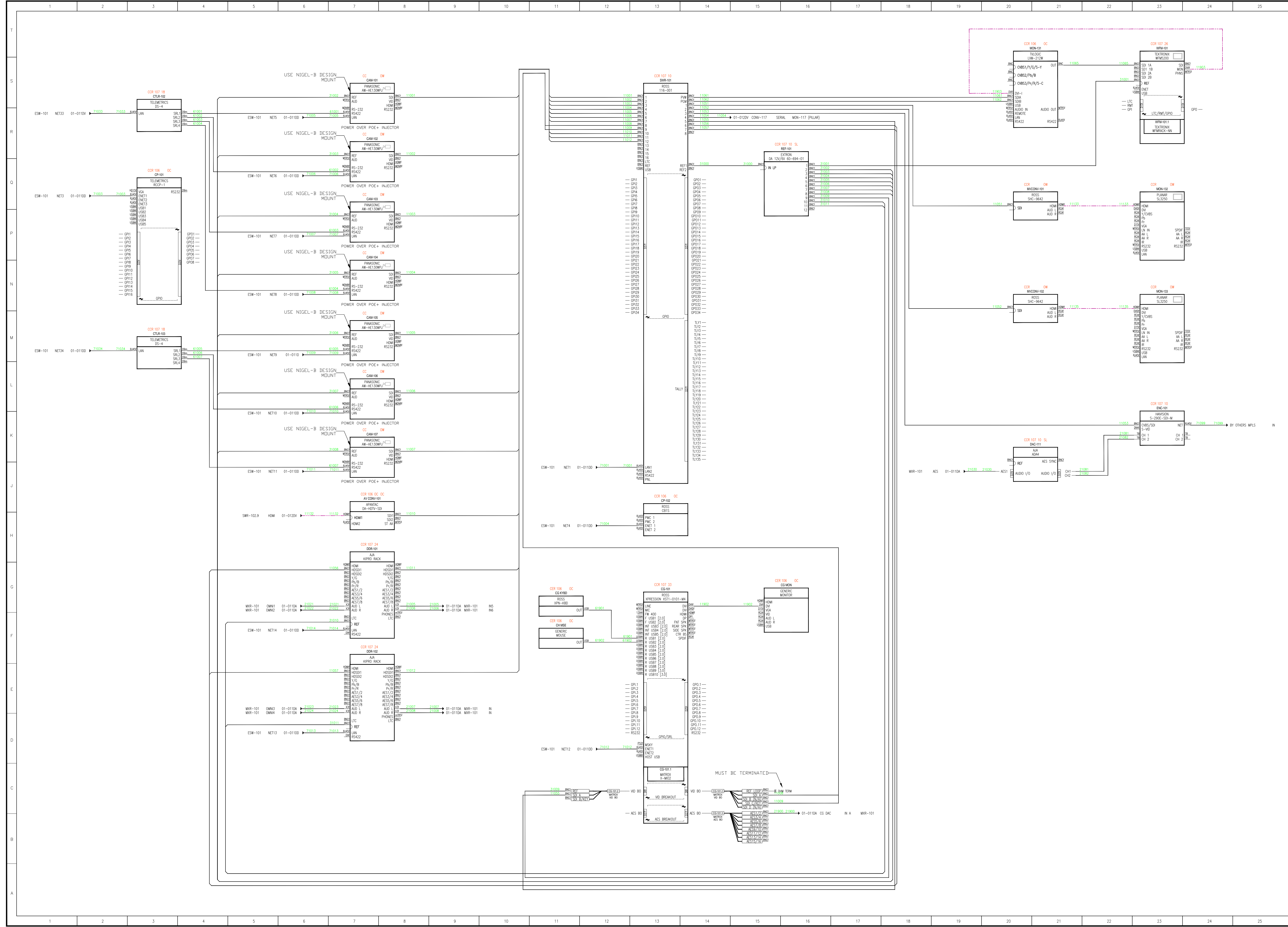
DWG DESCRIPTION:
COUNCIL CHAMBERS

SYSTEM VIDEO

DWG #: 01-011DV

PLOT DATE: 10/20/2015 8:32 AM

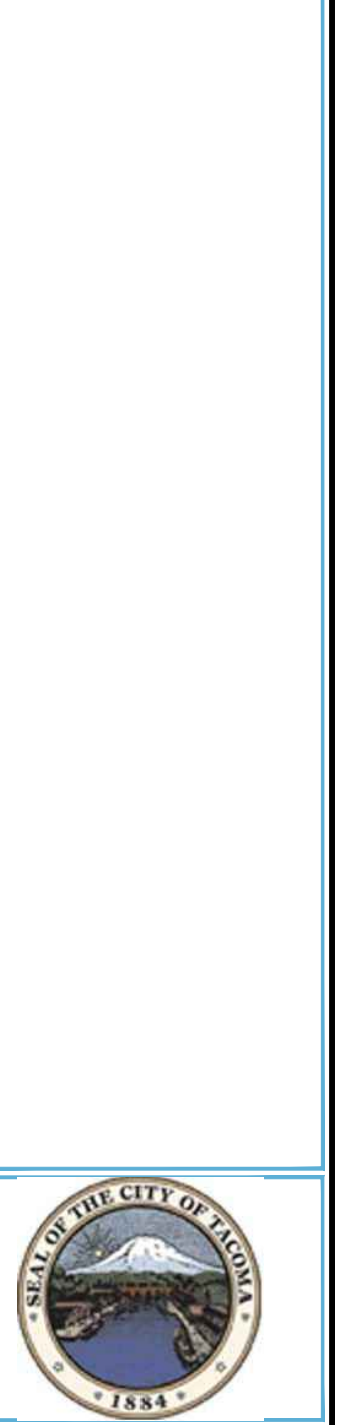
FILE: 15039 01-011DV.dwg



The DRAWINGS, SPECIFICATIONS, and DESIGN'S represent herein a good and true copy of the project of [PROJECT NAME] as shown on the project of [PROJECT NAME] dated [DATE]. No part of this document may be copied, reproduced, disclosed, or used in conjunction to any work or project not specified without written consent of ABS. ABS does not warrant or guarantee the accuracy or completeness of this document. ABS shall not be held responsible for any errors, omissions, or discrepancies that may exist within this document. ABS shall be immediately notified so that corrective steps may be performed. ABS shall not be held responsible for any errors, omissions, or discrepancies that may exist within this document. ABS shall be immediately notified so that corrective steps may be performed. ABS shall not be held responsible for any errors, omissions, or discrepancies that may exist within this document. ABS shall be immediately notified so that corrective steps may be performed.

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CLIENT NAME / ADDRESS:
CITY OF TACOMA
1234 MARKET WAY
TACOMA, WA
98405

PROJECT NUMBER:
CITY OF TACOMA
15039

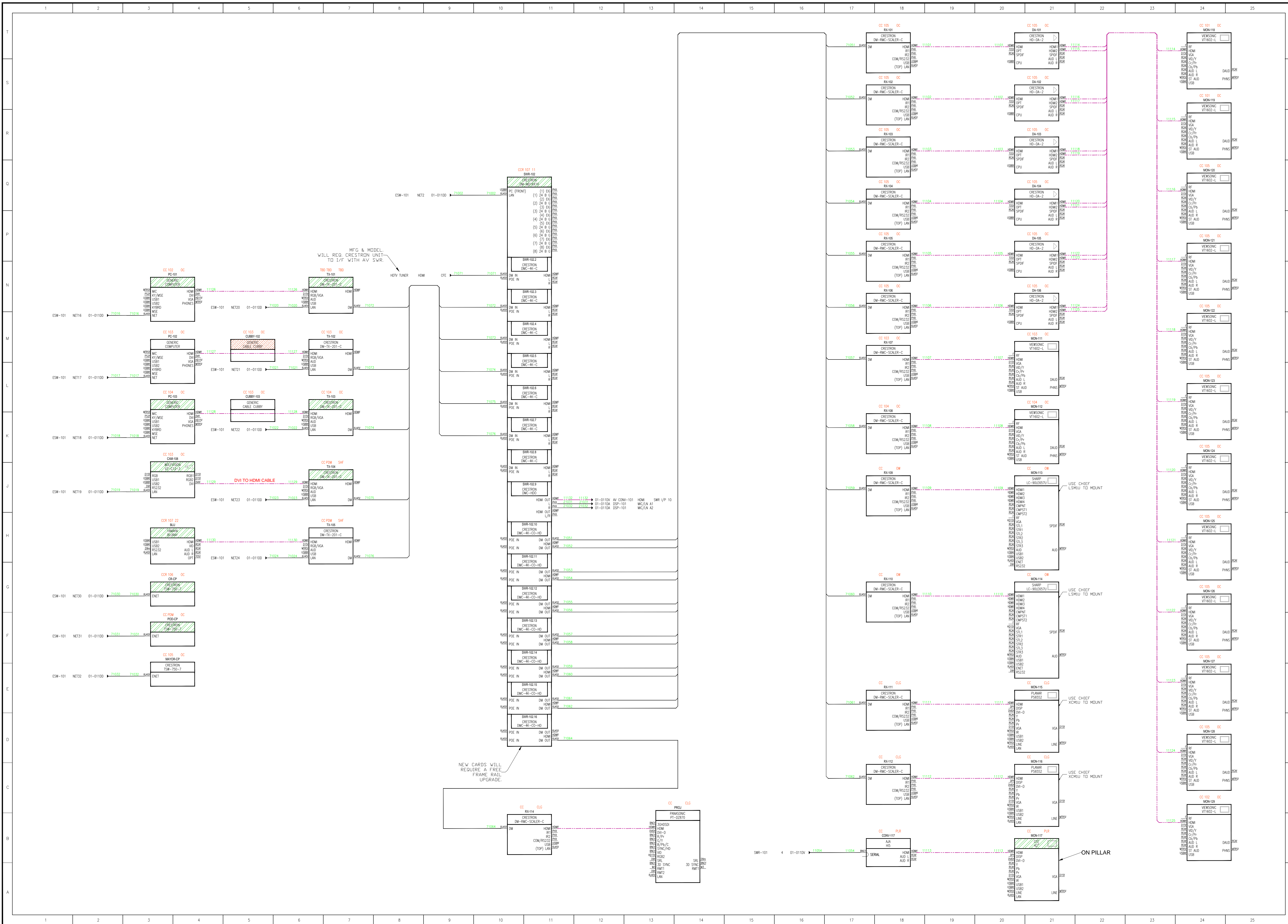
SCALE: 1:1
ENG BY: AC
DWG BY: JJ

APPROV BY:
COUNCIL CHAMBERS

DWG DESCRIPTION:
SYSTEM VIDEO

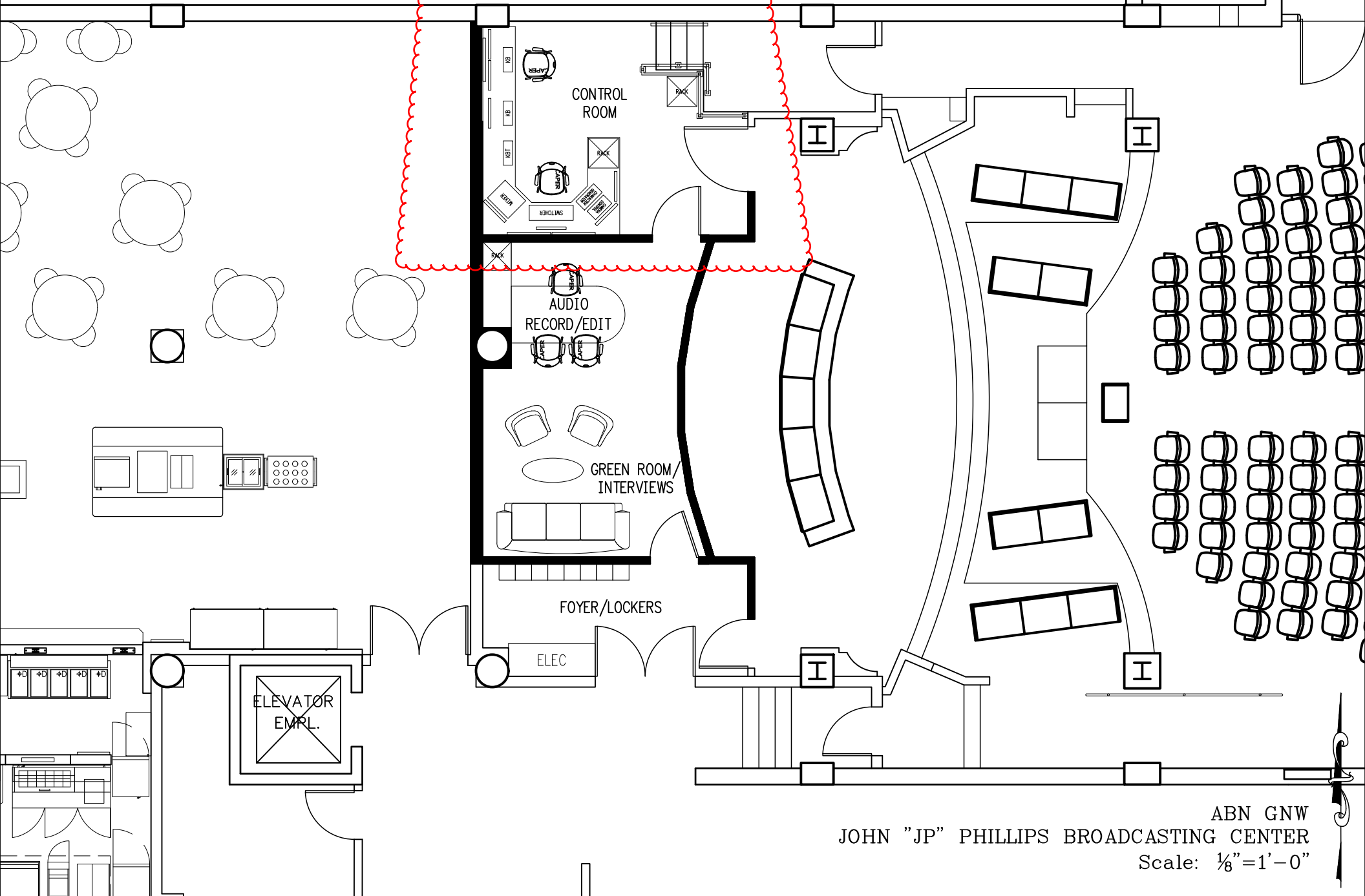
DWG #: 01-012DV

PLOT DATE: 10/20/2015 8:33 AM
FILE: 15039 01-012DV.dwg



■ Partial sound mitigation

⊠ Server rack

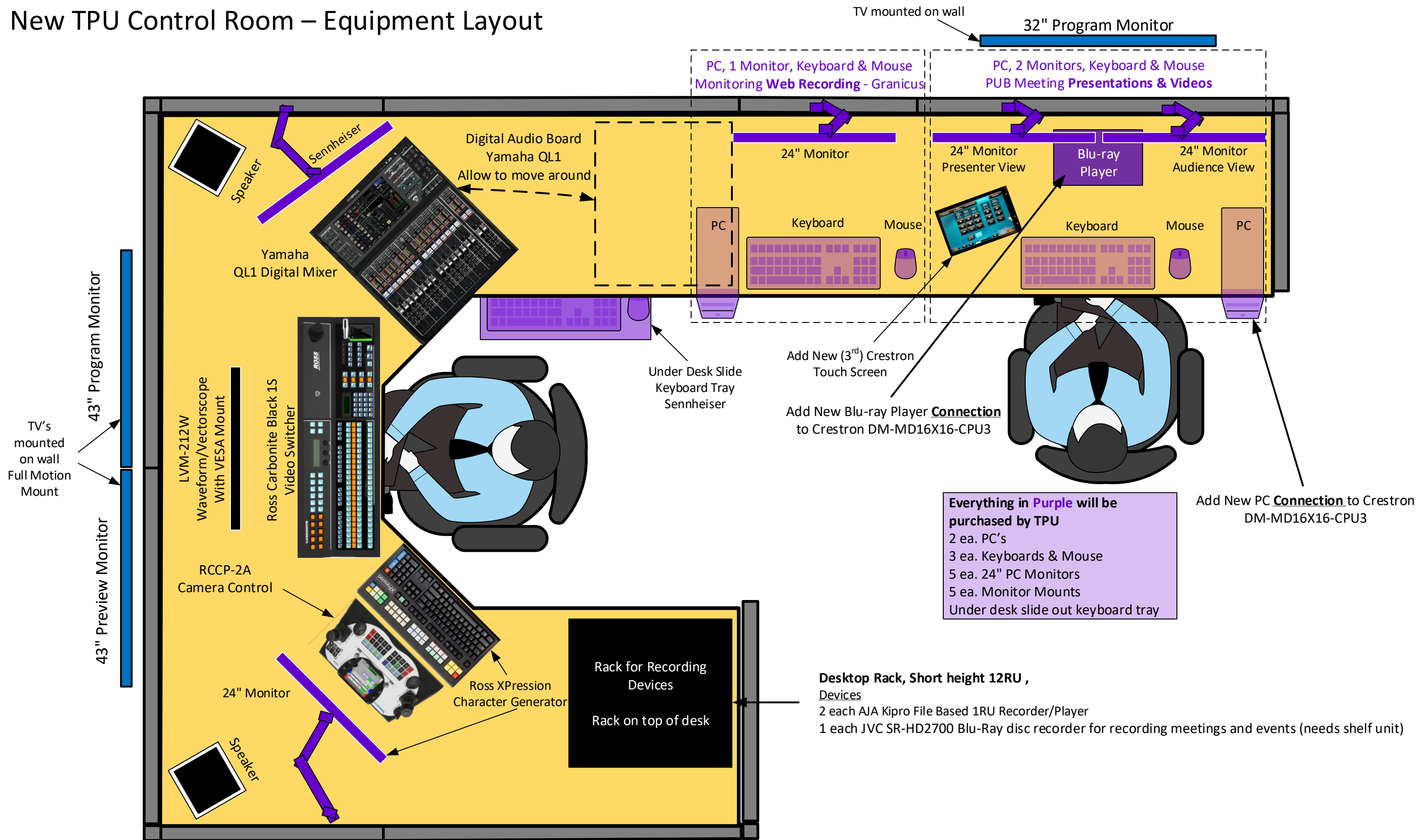


ABN GNW
JOHN "JP" PHILLIPS BROADCASTING CENTER

Scale: 1/8"=1'-0"



New TPU Control Room – Equipment Layout



TPU Auditorium where the Public Utility Board Meeting are held.

The new control room will be located behind the stage.



Current rack system that will stay and will need to link to the new control room components.



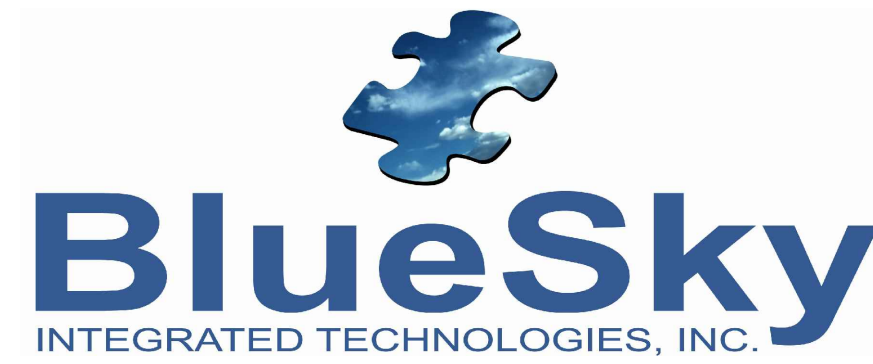
Current location where a person sits while running presentations and videos during board meetings. This station will be duplicated in the new control room, and this one will remain here as well.



(View underneath the table)

Existing Crestron 4 x 2 switch, that will be replaced with the Crestron 16 x 16 DM.





BLUE SKY ITI
 3315 S. 116TH STREET, SUITE 121
 SEATTLE, WA 98168

CONTACT: BILL ZINCK
 PHONE: 206-957-5100
 E-MAIL: BILL.ZINCK@BLUESKYITI.COM

TACOMA POWER
 3628 SOUTH 35TH STREET
 TACOMA, WA 98409

PROJECT INFO: AUDITORIUM UPGRADE

SHEET LEGEND	
SHEET	SHEET TITLE
AV0.00	AV COVER PAGE
AV0.01	AV SCHEDULE
AV1.01	AV LAYOUT
AV2.01	AV WIRING DIAGRAM
AV3.01	AV ELEVATION
AV4.01	AV DETAILS
AV5.01	DETAILED CONNECTIONS

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REVISIONS	
01	DRAWING UPDATE 09/11/17
02	DRAWING UPDATE 11/16/17
03	DRAWING UPDATE 12/4/17

CLIENT:
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 TACOMA, WA 98409

DESIGN FIRM

BlueSky
 INTEGRATED TECHNOLOGIES, INC.
 3315 S. 116TH ST, STE #121
 SEATTLE, WA 98168
 206.957.5100 OFFICE
 206.957.5105 FAX

CURRENT REV # 03
DRAWN BY AY
DESIGNER BZ
DRAWING START DATE 09/12/2017
PROJECT END DATE --
COVER PAGE
AV0.00

SYMBOL	DESCRIPTION	DEVICE/MODEL	ROUGH-IN	HEIGHT	WEIGHT	DETAIL	COORDINATION ITEMS
S1	SPEAKER, CEILING, FLUSH MOUNTED	(EXISTING) JBL CONTROL 24CT	6.6"	FLUSH IN FINISHED CEILING	8LB	--	--
S2	SPEAKER, WALL, SURFACE MOUNTED	JBL AC28/95 (EXISTING)	--	N/A	N/A	--	--
S3	SPEAKER, WALL, SURFACE MOUNTED	JBL CONTROL 25 (EXISTING)	--	120" AFF	N/A	--	--
R1	AV EQUIPMENT RACK (EXISTING AUDITORIUM)	MIDDLE ATLANTIC	6" SQUARE BOX, 4" DEEP (MIN)	00" AFF	--	--	J-BOX INSTALLED BY EC
J1	AV CONNECTION BOX	--	4" SQUARE BOX, 3" DEEP (MIN) W/1-GANG MUD RING	00" AFF	--	--	J-BOX INSTALLED BY EC
FB1	AV FLOOR BOX	FSR (RFL3-Q1G)	4" SQUARE BOX, 3" DEEP (MIN) W/1-GANG MUD RING	00" AFF	--	--	J-BOX INSTALLED BY EC
T1	TOUCH PANEL, TABLE TOP	CRESTRON TSW-1060	--	00" AFF	--	--	--
	FLAT PANEL DISPLAY (TV), WALL MOUNTED	PANASONIC TH-55LFE8U	--	72" AFF	--	--	J-BOX INSTALLED BY EC
P1	PROJECTOR, CEILING MOUNTED	PANASONIC PT-RZ770LWU W/ ET-DLE150 LENS	--	00" AFF	--	--	J-BOX INSTALLED BY EC

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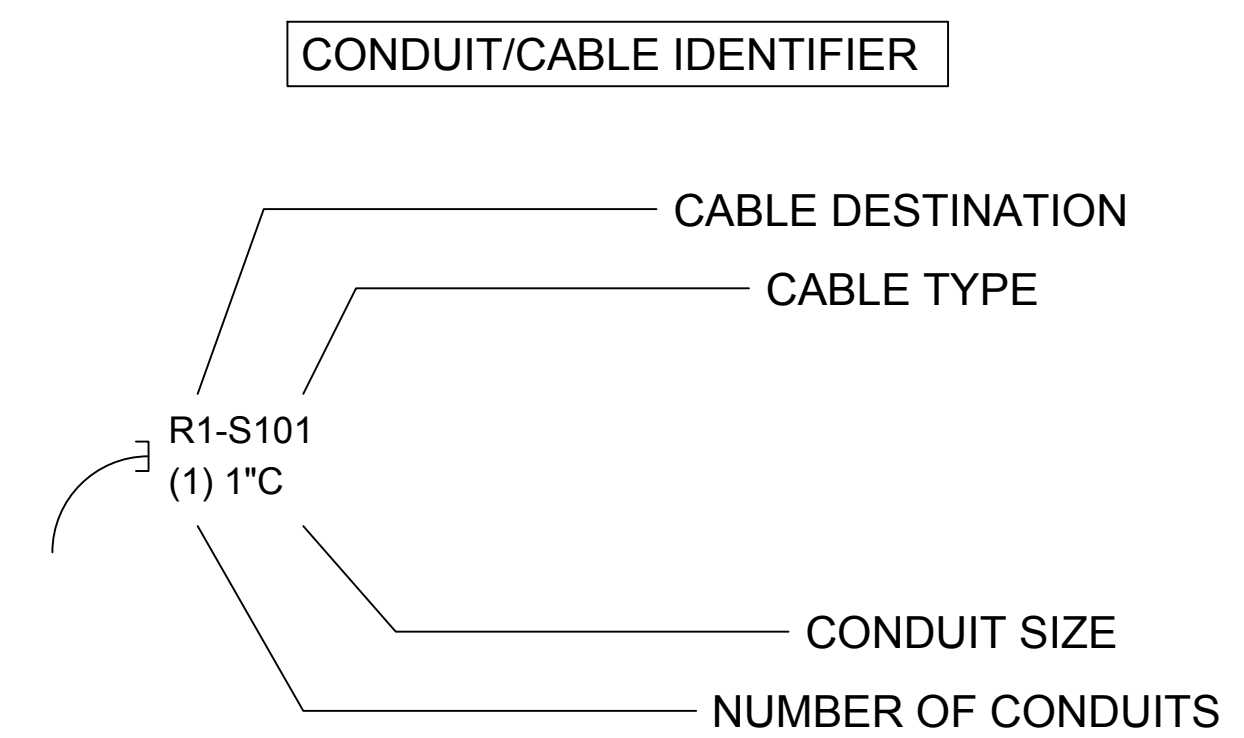
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INTEGRATED TECHNICAL SERVICES, INC.
3315 S. 116TH ST., STE #121
SEATTLE, WA 98168
206.957.5100 OFFICE
206.957.5105 FAX

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03
DRAWN BY
AY
DESIGNER
BZ
DRAWING START DATE
09/12/2017
PROJECT END DATE
--
AV
SCHEDULE
AV0.01

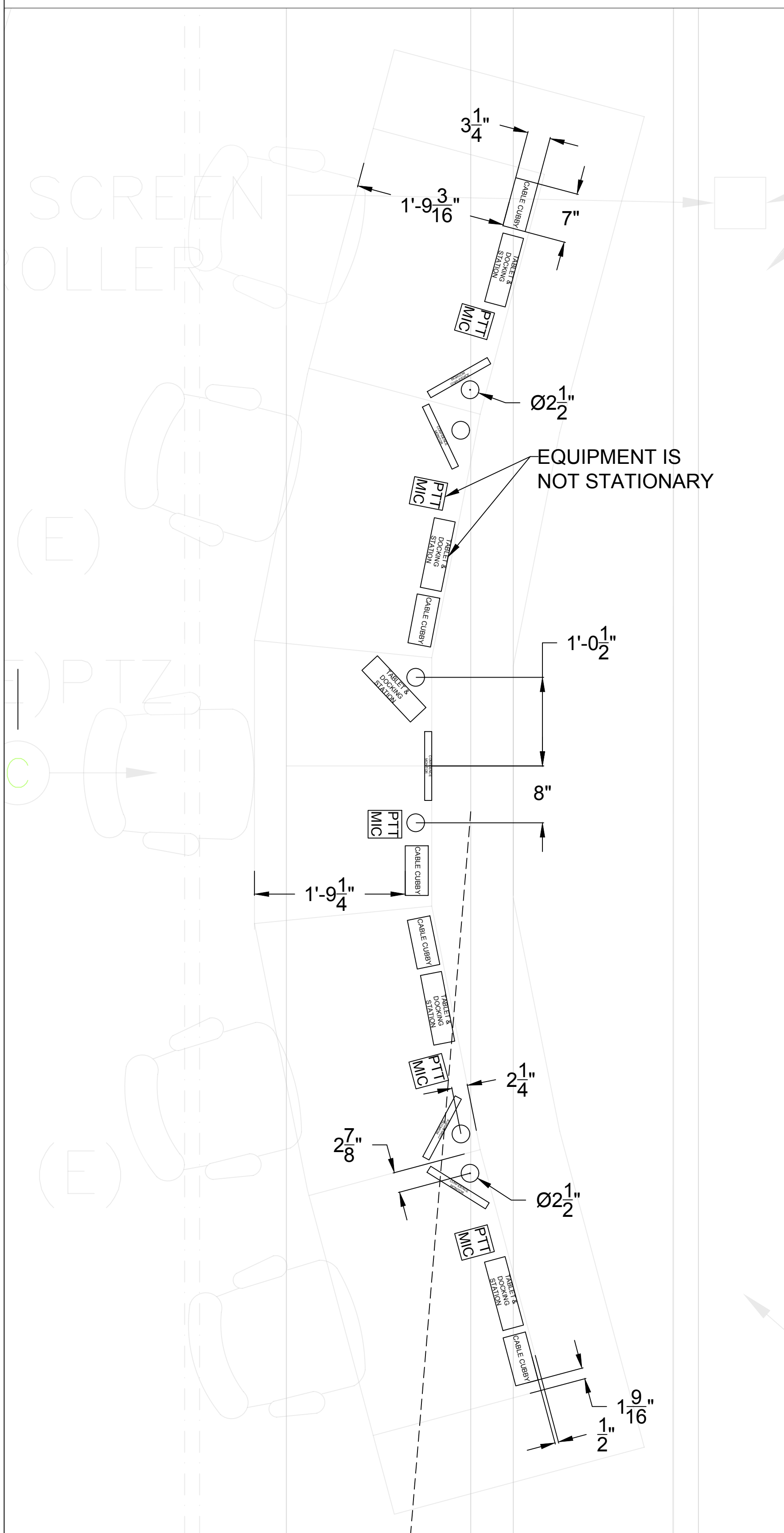
ABBREVIATIONS

ABV	ABOVE	FB	FLOOR BOX	PR	PAIR
ACH	ABOVE COUNTER HEIGHT	FBO	FURNISHED BY OTHERS	PTZ	PAN TILT ZOOM
AFF	ABOVE FINISHED FLOOR	FOIC	FURNISHED BY OWNER, INSTALLED BY CONTRACTOR	R,RO	RACEWAY, RACEWAY ONLY
AG	ABOVE GRADE	FLO	FLOOR	RECEPT	RECEPTACLE
A,AMP	AMPERE	FO	FIBER OPTICAL	REF	REFRIGERATOR
ATS	AUTOMATIC TRANSFER SWITCH	FOC	FACE OF COLUMN	RK	RACL
AV	AUDIO VISUAL	FSD	FIRE SMOKE DAMPER	SCP	SECURITY CONTROL PANEL
AWG	AMERICAN WIRE GAGE	G,GND	GROUND	SLV	SLEEVE
BFC	BELOW FINISHED CEILING	GD	GARBAGE DISPOSAL	SM	SINGLEMODE
BMS	BUILDING MAINTENANCE SYSTEM	GFI,GFCI	GROUND FAULT CIRCUIT INTERRUPTER	SPECS	SPECIFICATIONS
CAB	COMM/DATA CABINET	HH	HAND HOLE	SW	SWITCH
CATV	COMMUNITY ACCESS TELEVISION	IG	ISOLATED GROUND	SWBD	SWITCHBOARD
CB	CIRCUIT BREAKER	IH	INSTA-HOT WATER DISPENSER	TBD	TO BE DETERMINED
CCTV	CLOSED CIRCUIT TELEVISION	J-BOX	JUNCTION BOX	TELECOM	TELECOMMUNICATIONS
CKT	CIRCUIT	MCC	MOTOR CONTROL CENTER	TGB	TELECOMMUNICATIONS GROUNDING BUSBAR
CLG	CEILING	MD	MECHANIZED DAMPER	TMGB	TELECOMMUNICATIONS MAIN GROUNDING BUSBAR
CM	CEILING MOUNTED	MDF	MAIN DISTRIBUTION FACILITY	TV	TELEVISION
COMM	COMMUNICATIONS	MH	MAINTENANCE HOLE	TYP	TYPICAL
COMP	COMPONENT (3-WIRE) VIDEO	MIN	MINIMUM	UF	UNDER FLOOR
C.CO	CONDUIT, CONDUIT ONLY	MM	MULTIMODE	UG	UNDER GROUND
CRS	OFF SITE OWNER BUILDING	MTD	MOUNTED	UON	UNLESS OTHERWISE NOTED
CT	CABLE TRAY	MW	MICROWAVE	UPS	UNINTERRUPTIBLE POWER SUPPLY
CU	COPPER	N	NEUTRAL	UTP	UNSHIELDED TWISTED PAIR
CW	CASEWORK	N/A	NOT APPLICABLE	V	VOLT OR VOICE-COMM
D	DATA	NIC	NOT IN CONTRACT	VEL	VERIFY EXACT LOCATION
DED	DEDICATED	OPOI	OWNER PROVIDED OWNER INSTALLED	VID	COMPOSITE VIDEO
DN	DOWN	PB	PULLBOX	VP	VANDAL PROOF
DW	DISHWASHER	PBO	PROVIDE BY OWNER	W	WIRE, WATT, WIDTH, WALL
EWC	ELECTRIC WATER COOLER	PNL	PANEL	WAP	WIRELESS ACCESS POINT
FA	FIRE ALARM	POS	POINT OF SALE	WP	WEATHERPROOF
				XFMR	TRANSFORMER

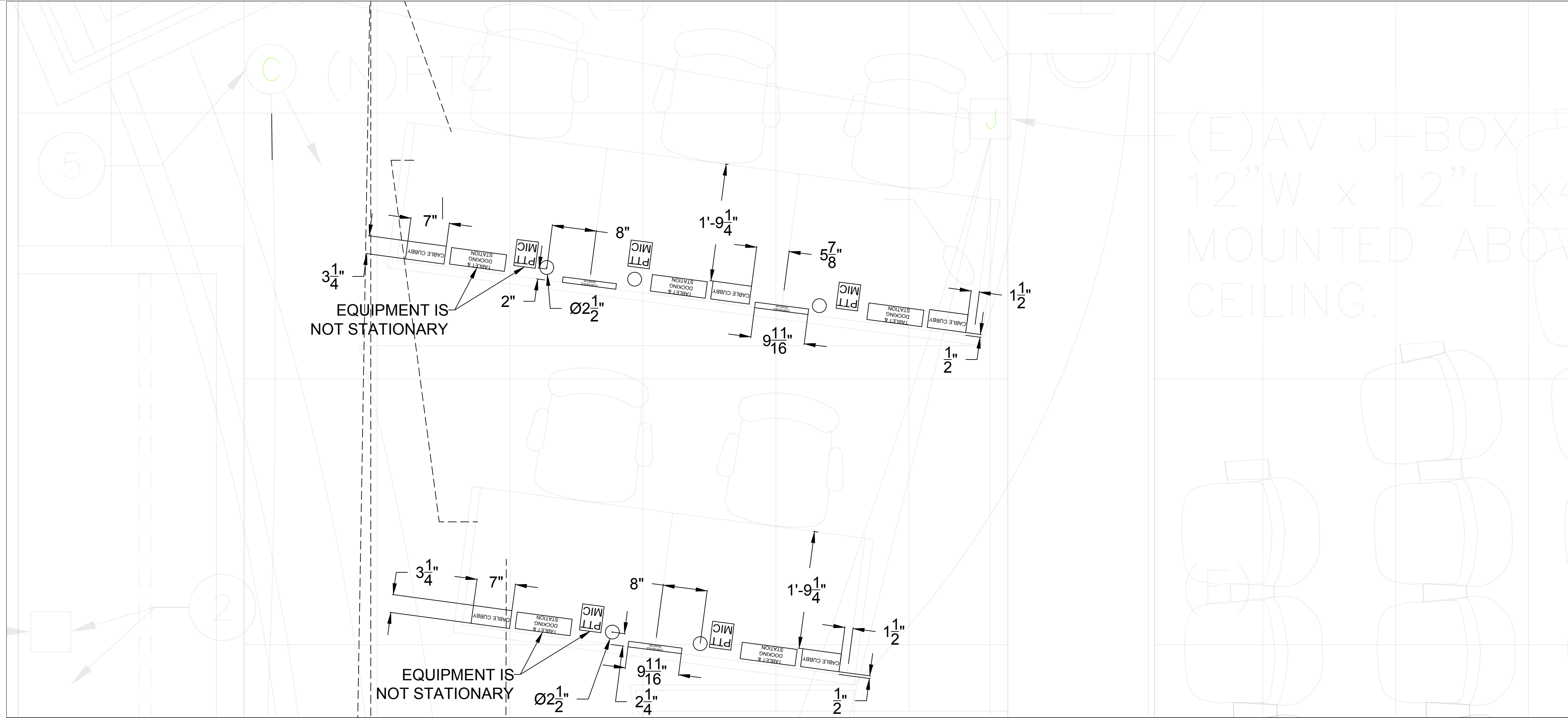


SHEET LEGEND	
SHEET	SHEET TITLE
AV0.00	AV COVER PAGE
AV0.01	AV SCHEDULE
AV1.01	AV LAYOUT
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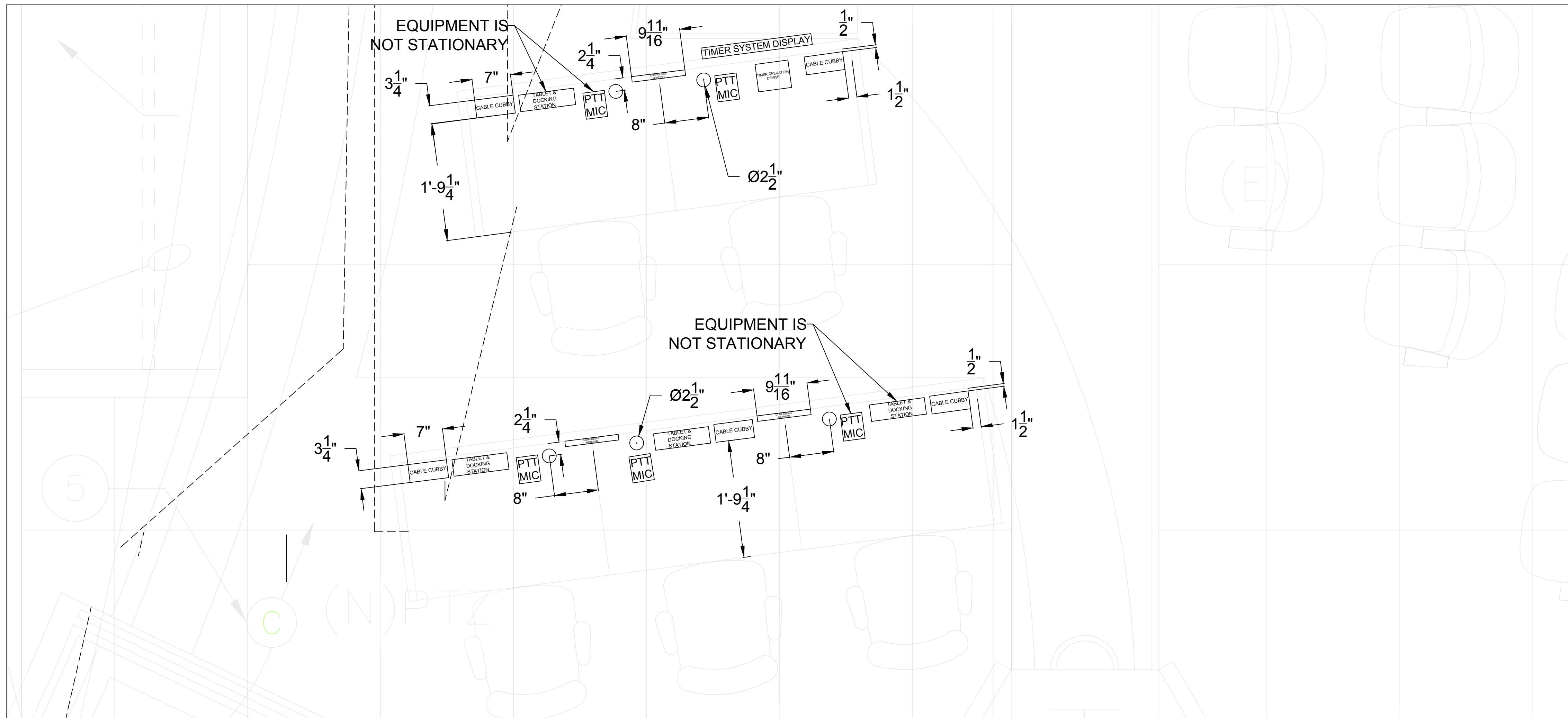
WIRE LEGEND/PULL SHEET					
DESIGNATION	DESCRIPTION	MANUFACTURER	PART NUMBER	PURPOSE	QUANTITY
C	22 AWG / 2 COND TWISTED PAIR W/ SHIELD	BELDEN	9451P	CONTROL	
D	CAT5e (4 UNSHIELDED TWISTED PAIR)	BELDEN	1585A	DATA	
F	CAT5e (4 SHIELDED TWISTED PAIR)	BELDEN	1213F	DTP VIDEO	
H	HDMI-HDMI	VARIES	-	VIDEO	
L	22 AWG / 2 COND TWISTED PAIR W/ SHIELD	BELDEN	9451P	LINE LEVEL AUDIO	
M	22 AWG / 2 COND TWISTED PAIR W/ SHIELD	BELDEN	9451P	MIC LEVEL AUDIO	
R	RG6 18 AWG COAX CABLE, 75OHM	BELDEN	-	VIDEO	
S	18 AWG / 2 COND TWISTED PAIR	BELDEN	6300UE	LOUDSPEAKER	



1 AV LAYOUT (PUB UTILITY BOARD)
SCALE: 1"=1'-0"



2 AV LAYOUT (RIGHT PANEL ROW SEATING EXEC. TEAM)
SCALE: 1"=1'-0"



3 AV LAYOUT (LEFT PANEL ROW SEATING EXEC. TEAM)
SCALE: 1"=1'-0"

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3628 SOUTH 35TH STREET
TACOMA, WA 98409

DESIGN FIRM
BlueSky
INTEGRATED TECHNICAL SERVICES, INC.
3315 S. 116TH ST., STE #121
SEATTLE, WA 98168
206.997.5105 FAX

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DESIGNER	BZ
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AV ELEVATIONS

AV1.02

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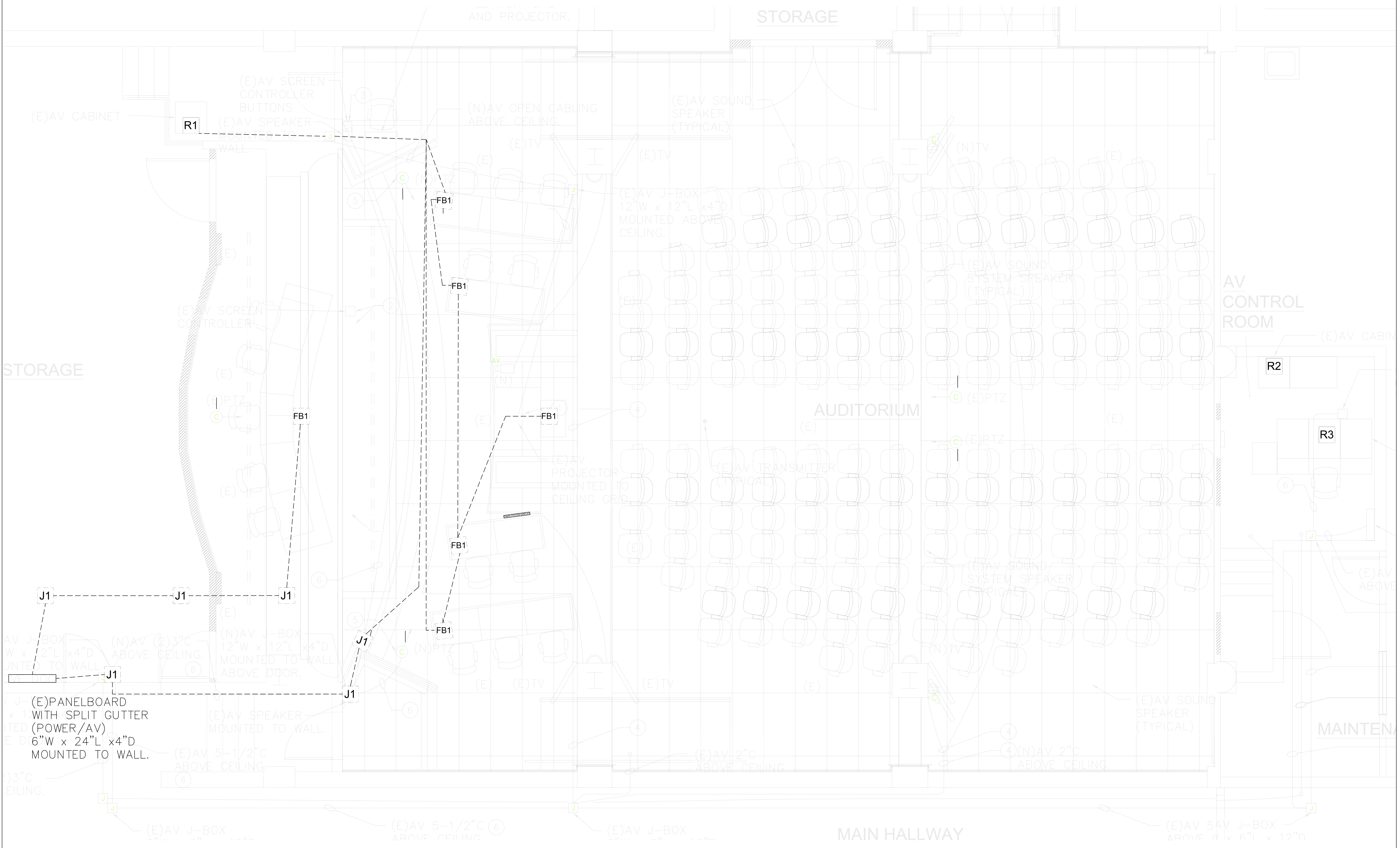
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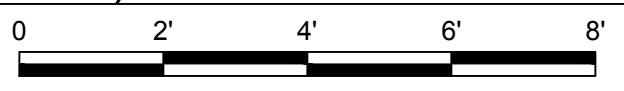
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 INTEGRATED TECHNICAL SERVICES, INC.
 3315 S. 116TH ST., STE #121
 SEATTLE, WA 98168
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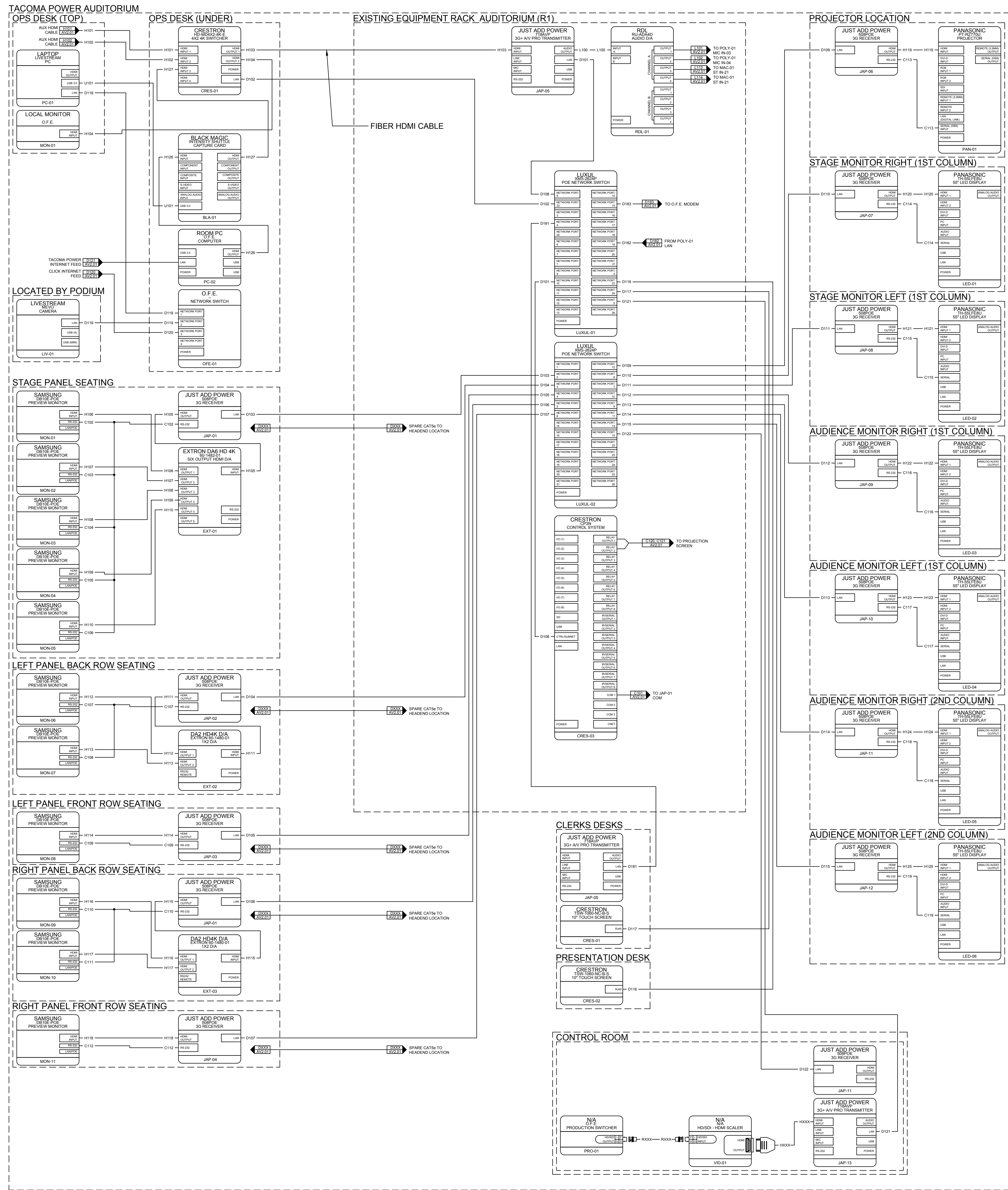
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AV LAYOUT
AV1.03



1 AV LAYOUT (CONDUIT PLAN)
 SCALE: 3/8"=1'-0"





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 TACOMA, WA 98409

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 INTEGRATED TECHNICAL SOLUTIONS, INC.
 3315 S. 116TH ST., STE #121
 SEATTLE, WA 98168
 206.997.5100 OFFICE
 206.997.5105 FAX

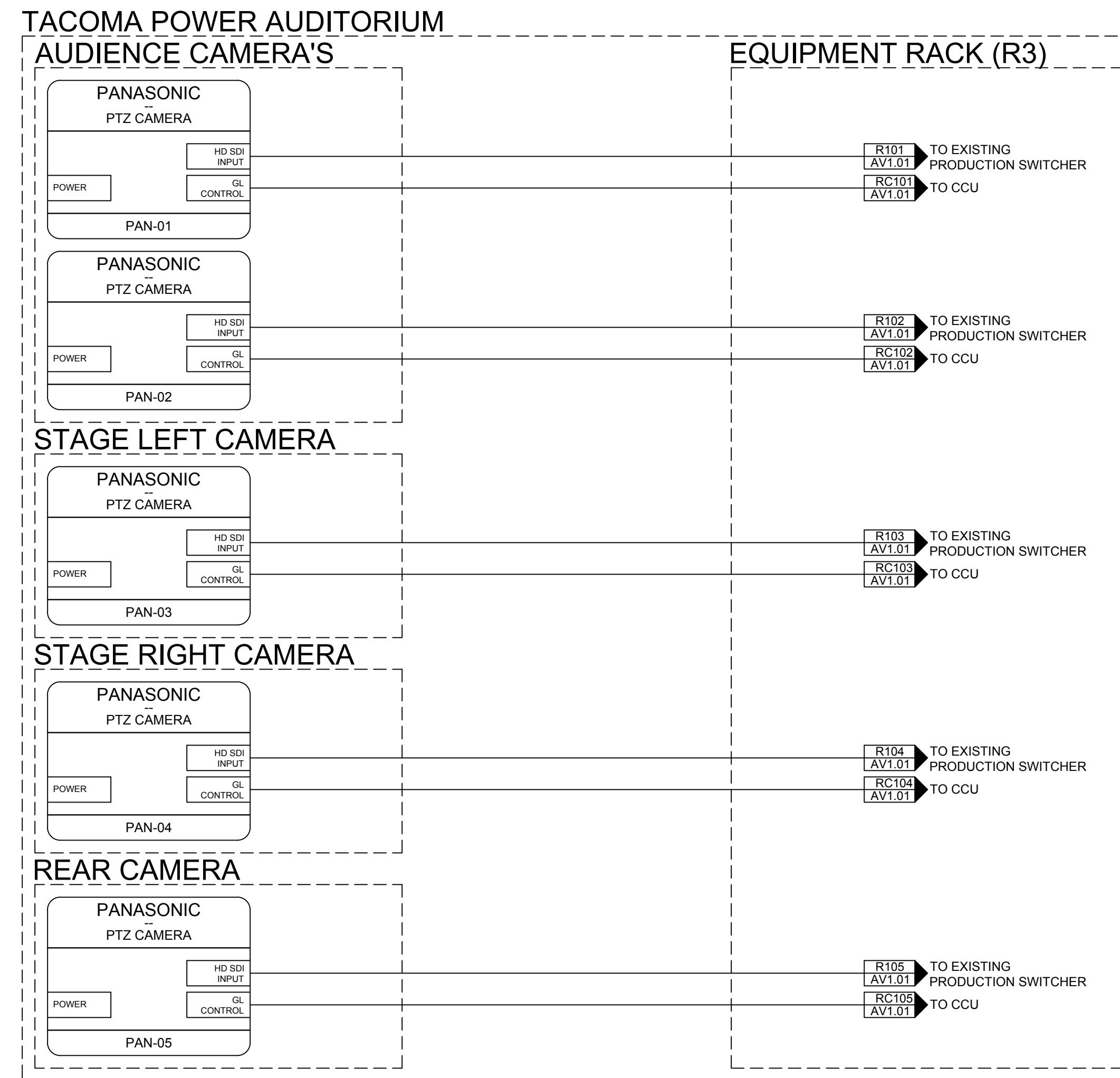
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DESIGNER	BZ
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PROJECT END DATE	--

WIRING DIAGRAM

AV2.01

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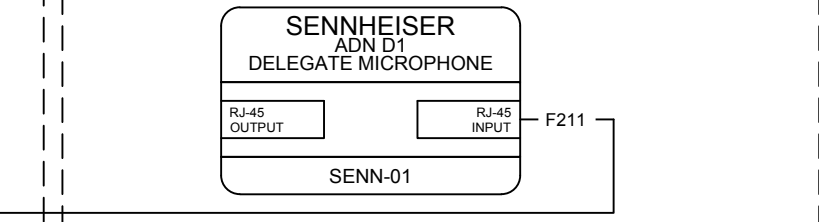
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SEATTLE, WA 98168
206.997.5100 OFFICE
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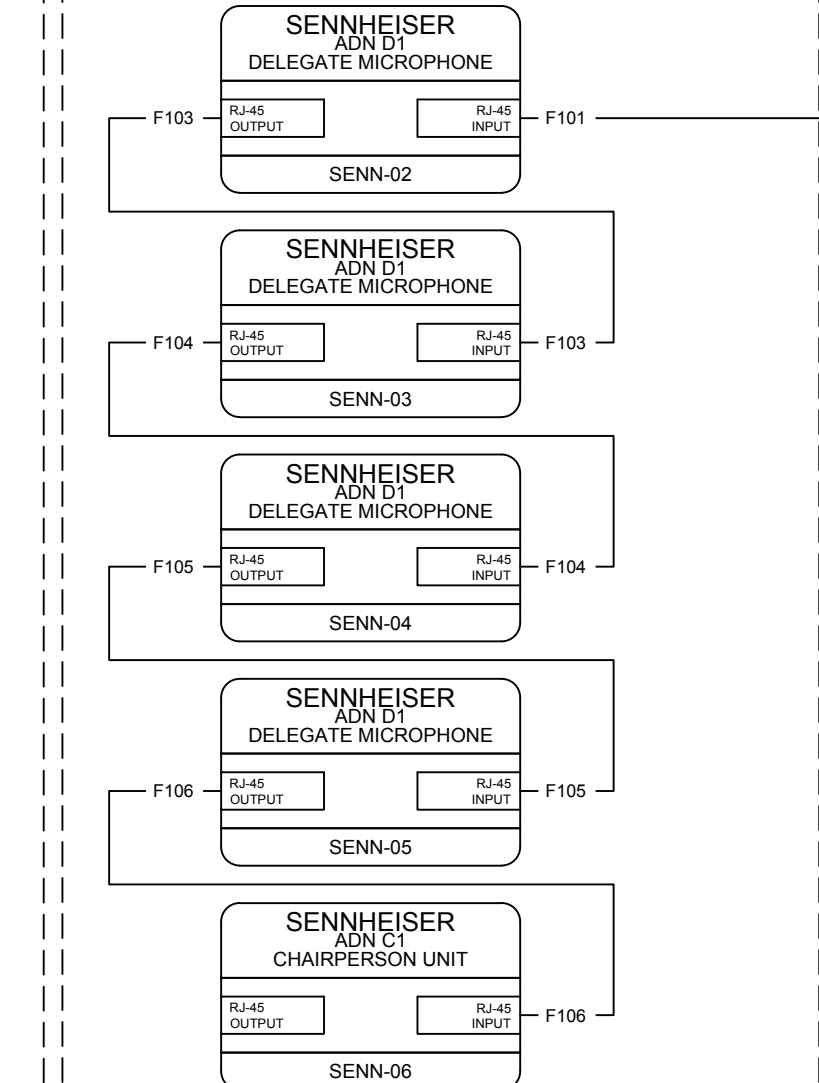
CURRENT REV #	03
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DESIGNER	BZ
DRAWING START DATE	09/12/2017
PROJECT END DATE	--

WIRING
DIAGRAM
AV2.02

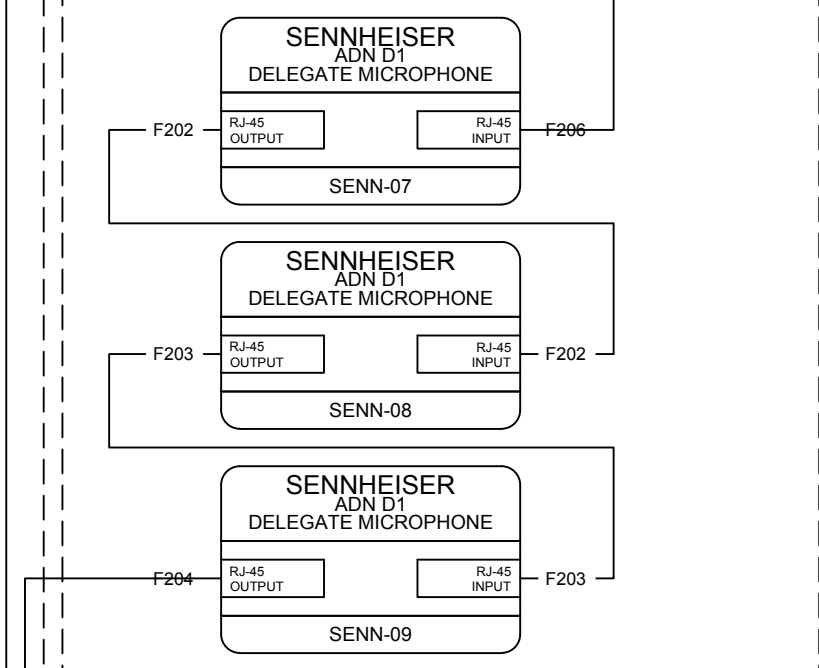
TACOMA POWER AUDITORIUM
PODIUM



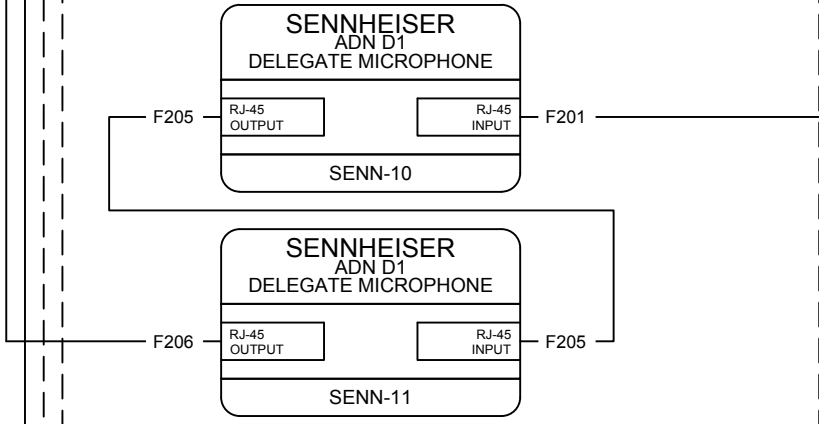
STAGE PANEL SEATING



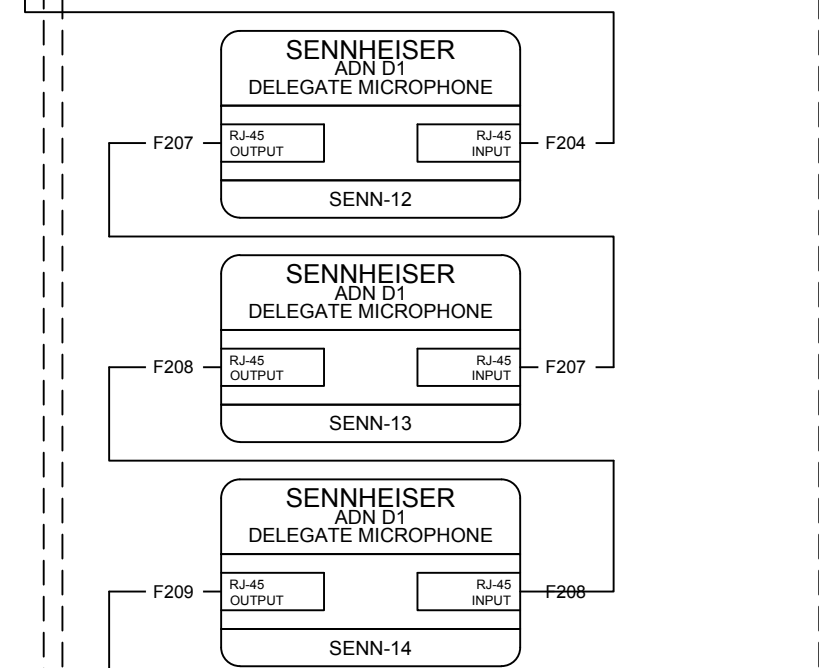
LEFT PANEL BACK ROW SEATING



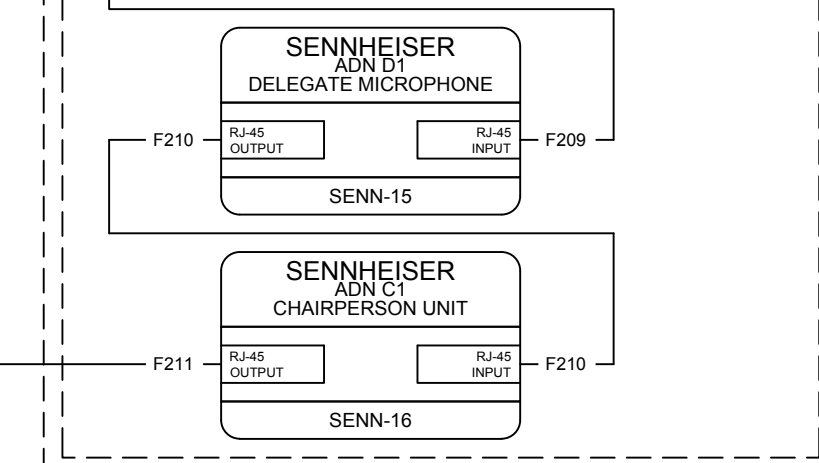
LEFT PANEL FRONT ROW SEATING



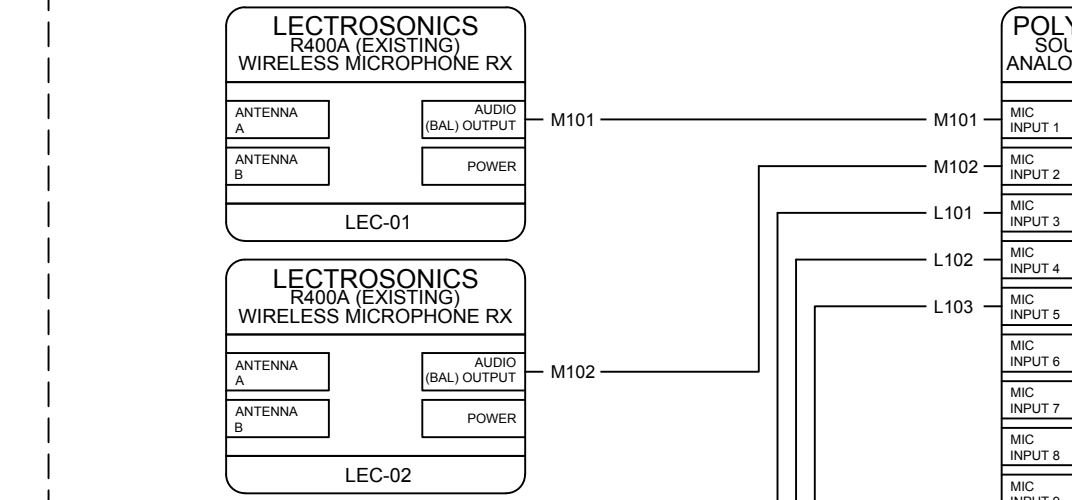
RIGHT PANEL BACK ROW SEATING



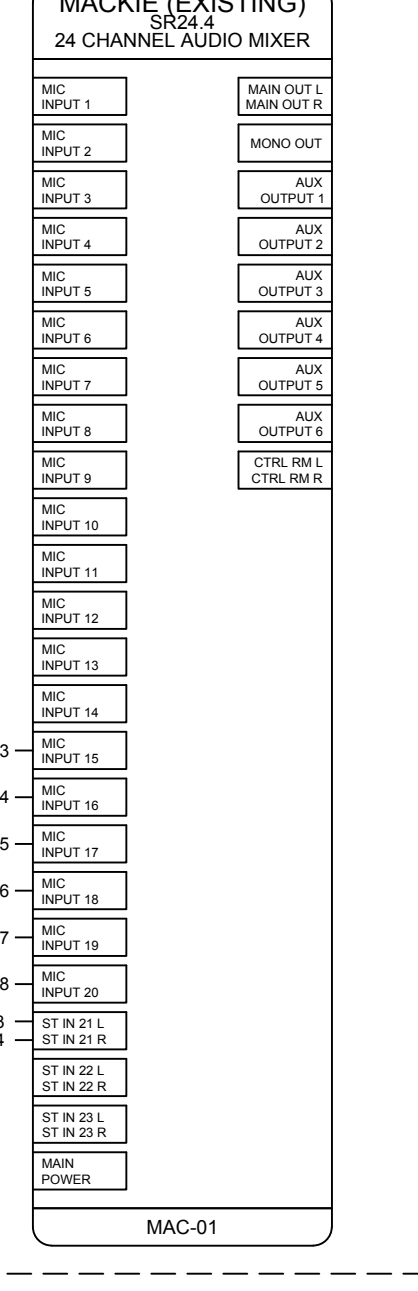
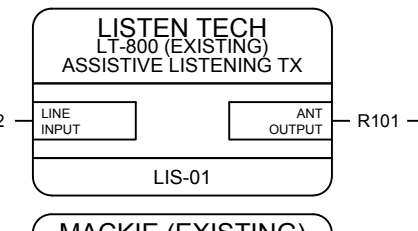
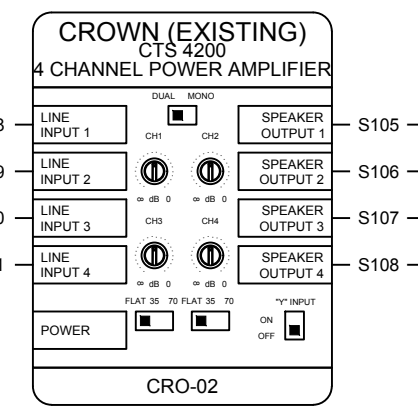
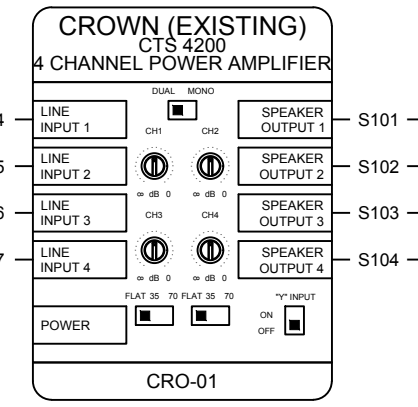
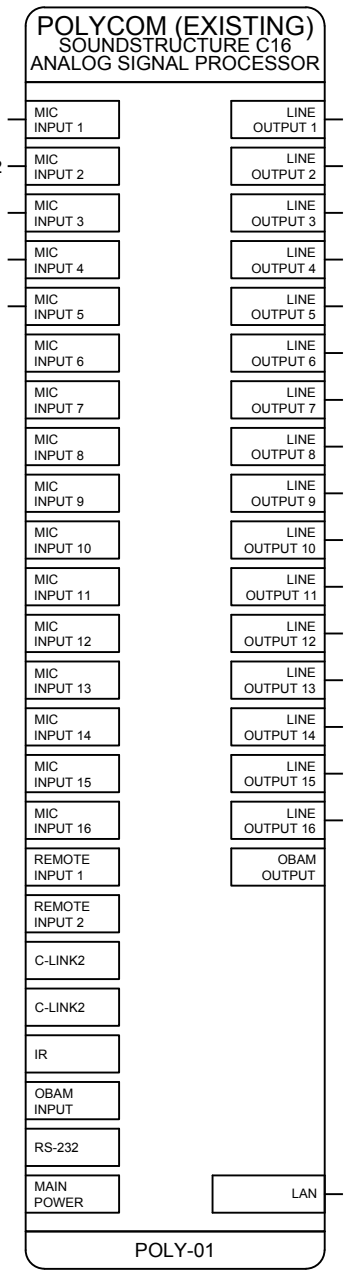
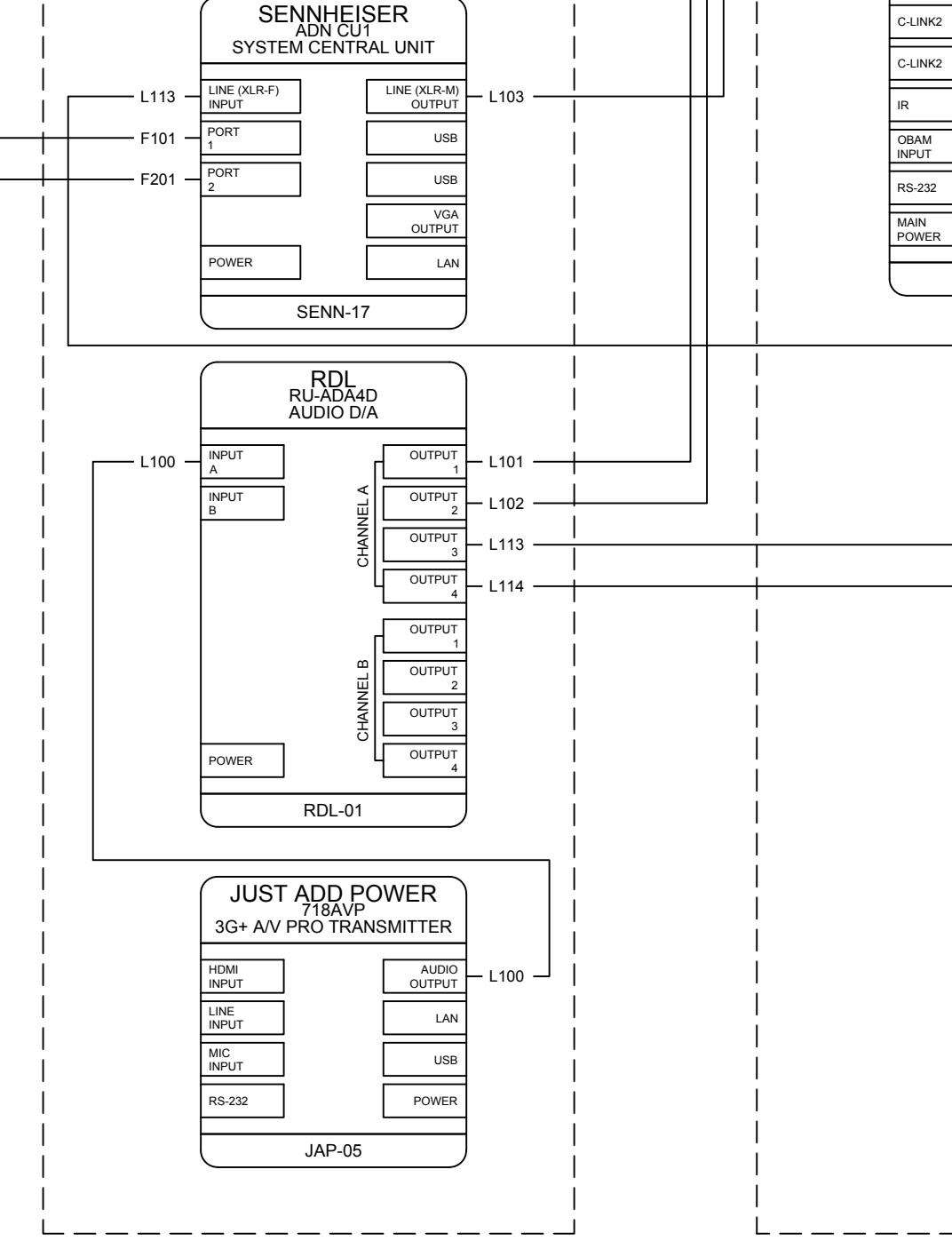
RIGHT PANEL FRONT ROW SEATING



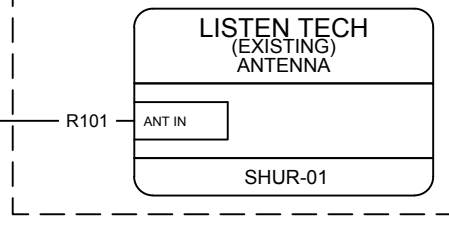
CONTROL ROOM EQUIPMENT RACK (EXISTING) R2



EXISTING EQUIPMENT RACK (R1)



LOCATED IN CEILING



QTY	MANUFACTURE	COLOR	CEILING	LOCATION	TAP
1	JBL AC2008 (EXISTING)	BLACK	DROP TILE	MAIN SPEAKER LEFT	BOHAF
1	JBL AC2008 (EXISTING)	BLACK	DROP TILE	MAIN SPEAKER RIGHT	BOHAF
4	JBL CONTROL 20T (EXISTING)	BLACK	OPEN	STAGE SPEAKERS	1 SW
3	JBL CONTROL 20CT (EXISTING)	WHITE	DROP	STAGE SPEAKER ZONE1	30W
3	JBL CONTROL 20CT (EXISTING)	WHITE	DROP	STAGE SPEAKER ZONE2	30W
3	JBL CONTROL 20CT (EXISTING)	WHITE	DROP	STAGE SPEAKER ZONE3	30W
3	JBL CONTROL 20CT (EXISTING)	WHITE	DROP	STAGE SPEAKER ZONE4	30W

TO LUXUL-01 PORT 10

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INTEGRATED TECHNICAL SERVICES, INC.
3315 S. 116TH ST., STE #121
SEATTLE, WA 98168
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DESIGNER	BZ
DRAWING START DATE	09/12/2017
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WIRING DIAGRAM
AV2.03



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. 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.
- 1.16. 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 has changed.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. 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).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. 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.

4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.1.2

4.2 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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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 an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 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.

4.5 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.

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City, including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

1.01 SUPPLIER / CONTRACTOR

As used herein, "Supplier" or "Contractor" shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

1.02 SUBMITTAL

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

1.03 FORMS OF SUBMITTAL

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

1.04 COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

1.05 LICENSES/PERMITS

- A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records 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 Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, 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 Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.07 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means 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, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
 - 1. Pollutant releases
 - 2. Toxicity of materials used
 - 3. Waste generation
 - 4. Greenhouse gas emissions, including transportation of materials and services
 - 5. Recycle content
 - 6. Energy consumption
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

1.08 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
 - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
 - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

- A. Suppliers warrant that all items, including services, as applicable:
 - 1. Are merchantable.
 - 2. Comply with the City's latest drawings and specifications.
 - 3. Are fit for the City's intended use.
 - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
 - 5. Are new and unused unless otherwise stated.
 - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
 - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.13 SUBMITTAL IS NON-COLLUSIVE

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

1.14 PARTNERSHIPS

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

1.15 WITHDRAWAL OF SUBMITTALS

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 ACCEPTANCE OF SUBMITTALS

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 RIGHT TO REJECT

- A. The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

1.18 RESERVED RIGHTS

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
 - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
 - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
 - 3. To issue addenda for any purpose including:
 - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
 - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
 - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
 - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
 - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
 - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
 - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
 - d. Time of delivery and/or completion of performance (delivery date(s) offered).
 - e. Warranty terms.
 - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
 - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
 - h. Sufficiency of financial resources.
 - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
 - j. Ability to provide future maintenance and service on a timely basis.
 - k. Location of nearest factory authorized warranty repair facility or parts dealership.
 - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
 - a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.
3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

1.21 CONTRACT OBLIGATION

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

1.22 AWARD

The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

Any Supplier who refuses to enter into a Contract after it has been awarded to the Supplier will be in breach of the agreement to enter the Contract, and Supplier's certified or cashier's check or bid bond, if any, shall be forfeited.

1.24 LEGAL HOLIDAYS

- A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January

Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

- B. When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

1.27 TERMINATION AND SUSPENSION

- A. Supplies. The City reserves the right to terminate a Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- B. Services. The City may terminate a Contract at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.
- C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.
- D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. 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 other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

1.29 SCOPE OF SERVICES

Supplier agrees to diligently and completely perform the services required by a Contract.

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

Unless otherwise stated, the services and/or work contracted for herein exclude public work and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
 - 1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
 - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

1.32 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.

- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

- A. Unless an item is indicated as "no substitute," special brands, when named, are intended to describe the standard of quality, performance, or use desired. Equal items will be considered by the City, provided that Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.36 PACKING SLIPS AND INVOICES

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
 - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
 - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.
 - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.
- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include

complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.37 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

1.38 TAXES

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
 - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
 - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
 - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier 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.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

1.39 COMPENSATION

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

1.40 PAYMENT TERMS

- A. 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 Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

1.41 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

A. Payment methods include:

- 1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
- 2. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
- 3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
- 4. Check or other cash equivalent. Standard terms are net 30 for this payment method.

- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers 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.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.42 NOTICES

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.

1.43 INDEPENDENT CONTRACTOR STATUS

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

1.46 FEDERAL AID PROJECTS

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

1.47 REPORTS, RIGHT TO AUDIT, PERSONNEL

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

1.48 INSURANCE

- A. During the course and performance of a Contract, Supplier will provide proof and 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, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. 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.

1.49 INDEMNIFICATION – HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in

connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

B. These indemnifications shall survive the termination of a Contract.

1.50 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 a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier 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 Contract subjecting the Contract to termination.

1.51 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier 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, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, 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 Supplier's creation of the work.

B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.52 DUTY OF CONFIDENTIALITY

Supplier 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 Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract, Supplier 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 a Contract.

1.53 DISPUTE RESOLUTION

In the event of a dispute pertaining to a 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.

1.54 GOVERNING LAW AND VENUE

A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.

B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

1.55 ASSIGNMENT

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

1.56 WAIVER

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

1.57 SEVERABILITY AND SURVIVAL

If any term, condition or provision herein or incorporated by reference 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 the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

1.58 NO CITY LIABILITY

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.59 SIGNATURES

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

CHAPTER 1.07 EQUITY IN CONTRACTING

Sections:

1.07.010	Policy and purpose.
1.07.020	Definitions.
1.07.030	Discrimination prohibited.
1.07.040	Program administration.
1.07.050	Certification.
1.07.060	Program requirements.
1.07.070	Evaluation of submittals.
1.07.080	Contract compliance.
1.07.090	Program monitoring.
1.07.100	Enforcement.
1.07.110	Remedies.
1.07.120	Unlawful acts.
1.07.130	Severability.
1.07.140	Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

- A. “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- B. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”
- C. “City” means all Departments, Divisions and agencies of the City of Tacoma.
- D. “Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.
- E. “Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

F. “Goals” means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

G. “MWBE Certified business” (or “MWBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.

H. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.

I. “SBE Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

J. “Program Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

K. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

L. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

M. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

N. “Public Works (or “Public Works and Improvements”)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

O. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

P. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

Q. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

R. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

S. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

T. “Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:

1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
2. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the MWBE and SBE requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

