



Invitation to Bid
No. 100389

PCT Fender System Replacement Procurement

Issued by
Port of Tacoma
One Sitcum Plaza
P.O. Box 1837
Tacoma, WA 98401-1837

The Port reserves the right to modify this schedule at the Port's discretion. Notification of changes in the due date would be posted on the Port website or as otherwise stated herein.

Solicitation Schedule	Date
ITB Issued	4/26/2023
Deadline for Questions	5/9/2023
Bid Due Date/Time	5/11/2023 @ 2 PM PST
ITB Information	
ITB Coordinator	Alex Compton
E-mail Address	procurement@portoftacoma.com
Phone	(253) 888-4741

Please submit all bids, questions, and correspondence via the [Port of Tacoma Procurement Portal](#). Instructions for utilizing the portal are found on the procurement page ([Procurement | Port of Tacoma](#)).

1. DESCRIPTION OF WORK

In this solicitation the Port of Tacoma (Port) seeks to obtain forty-one (41) fender assemblies bounded by the red rectangle on the drawing sheet S2.0 of drawing package titled "PCT Fender System Replacement_Drawings" and as shown and specified in the Contract. A fender assembly consists of a complete fabricated unit that will mount against the face of the wharf including: fender panel, cone fender, mounting bracket, pad eyes, chains and associated hardware. Concrete anchor rods or anchor bolts that fasten the mounting bracket and pad eyes to the concrete wharf face plus nuts, washers, and associated hardware shall be provided. Installation of the assemblies is not included in this procurement and will be handled separately.

Supply of concrete anchor adhesive/chemical shall not be provided as part of this work. Supply of grout, mortar or leveling products placed between the mounting bracket and wharf face, or pad eye and wharf face shall not be provided as part of this work. Installation shall not be provided as part of this work.

Fender assemblies shall be delivered complete and assembled as much as practical and in an organized and protected manner, ready for installation, FOB to the location stated. Fender assemblies shall be packaged for prolonged outdoor exposure.

Provide rigid, durable, translucent plexiglass anchor hole templates, 4 total, designed for use with the installation method described in the Contract. Provide flexible, durable canvas type anchor hole templates as well, 2 total.

To learn more about the Port of Tacoma, visit www.portoftacoma.com.

2. CERTIFICATION and INSPECTION DOCUMENTATION

All submittals, information, certifications, and reports required within the Contract shall be approved by the Port prior to the start of the associated work.

All submittals and requested information within the Contract shall be received and approved prior to acceptance of the fender assemblies.

All submittals and information requested within the Contract. Port requires 14 days to review each submittal and re-submittal.

3. DESTINATION

Anticipated delivery date of all assemblies on, or before October 16, 2023. FOB Pierce County Terminal at 509 North Frontage Road, Tacoma, WA 98421. Delivery to be coordinated through Port of Tacoma Project Manager David Myers at (253) 428-8612. The bidder shall provide for inspection of the materials for damage as warranted during transfer of ownership.

4. INVOICING

Right to Cancel

The Port reserves the right to cancel or reissue all or part of this Solicitation at any time, as allowed by law, without obligation or liability.

Prohibition on Advance Payments

The Port does not accept requests for early payment, down payment, or partial payment, unless the ITB specifically allows such. Maintenance subscriptions may be paid up to one year in advance provided that should the Port terminate early, the amount paid shall be reimbursed to the Port on a prorated basis; all other expenses are payable net 30 days after receipt and acceptance of satisfactory compliance.

Taxes on Invoice

Contractor shall calculate and enter the state and local sales tax of 10.30% on all invoices.

Identification

All invoices, correspondence, and other written materials associated with this Contract shall be identified by the Contract number or the applicable Purchaser's order number.

Explanation

Invoices are to detail the services performed each month, or the goods received, and must identify the Contract number or Purchase Order number on the invoice. Submit invoices electronically to accountspayable@portoftacoma.com.

5. NO ADDITIONAL CHARGES

For the term of the Contract, pricing for all Services will be no greater than the prices quoted in the Bid. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with credit cards. Notwithstanding the foregoing, if market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

6. SUBCONTRACTS and ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract.

Specifications by Reference

Any material specified by reference to the number, symbol or title of a specific standard such as a commercial standard, federal specifications, a trade association standard, or other similar standard, will comply with the requirements in the latest revision thereof, and any amendment or supplement thereof in effect on the date of the ITB, except as limited to type class or grade, or modified in the specification, shall have full force and effect as though printed in specifications.

7. TIME

The parties expressly agree that time is of the essence of this Contract, and that any unexcused delay in completing work will cause inconvenience and expense to the Port, its lessees, and other users of its facilities.

8. EXTENSION OF TIME

Any extension of delivery and completion time under this contract must have written approval of the Port of Tacoma. If delay in completion of the work occurs caused by acts of God, of the public enemy, of the Port of Tacoma, of another to perform a contract with the owner, or caused by fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes or weather, the sole remedy of the Contractor will extend time allowed for completion.

9. INSTRUCTIONS, INFORMATION, AND COMMUNICATION

Bid Procedures and Process

This chapter details Port procedures for directing the ITB process. The Port reserves the right in its sole discretion to reject the Bid of any Contractor that fails to comply with any procedures outlined in this chapter.

Communications

All Contractor communications concerning this acquisition shall be directed to the ITB Coordinator shown below:

Alex Compton
(253) 888-4741
procurement@portoftacoma.com

Unless authorized by the ITB Coordinator, no other Port official or Port employee is empowered to speak for the Port regarding this solicitation. Any Contractor seeking to obtain information, clarification, or interpretations from any other Port official or Port employee other than the ITB Coordinator is advised that such material is used at the Contractor's own risk. The Port will not be bound by any such information, clarification, or interpretation.

Following the bid deadline, Contractors shall continue to direct communications to only the Port ITB Coordinator. The ITB Coordinator will send out information to responding companies as decisions are concluded.

Questions

Contractors are encouraged to submit questions they may have regarding this procurement. Getting answers during the procurement process allows Contractors to make a more informed bid offer. Questions are to be submitted to the [Port of Tacoma Procurement Portal](#) by the date and time on page 1, to allow sufficient time for the Port ITB Coordinator to consider the question before the bids are due. Instructions for utilizing the portal can be found on the main procurement web page ([Procurement | Port of Tacoma](#)). Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this Bid or any subsequent contract. The Contractor will assure that they received responses to the questions if any are issued.

Changes to the ITB/Addenda

A change may be made by the Port if, in the sole judgment of the Port, the change will not compromise the Port's objectives in this acquisition. A change to this ITB will be made by formal written addendum issued by the Port's ITB Coordinator. Addenda issued by the Port shall become part of this ITB specification and will be included as part of the final Contract. The interested Contractor will assure that they have received Addenda.

Receiving Addenda and/or Question and Answers

The ITB Coordinator will try to provide you notice, by posting addendums have been on the Port website. Contractors are encouraged to register as Plan Holders for the specific solicitation you are bidding on so automatic notification are sent out any time changes are made. Notwithstanding efforts by the Port, it remains the obligation and responsibility of the Contractor to learn of any addendums, responses, or notices issued by the Port. Such efforts by the Port to provide notice or to provide it on the website do not relieve the Contractor from the sole obligation for learning of such material.

Some third-party services independently post Port of Tacoma bids on their websites. The Port does not guarantee that such services have accurately provided Contractors with all information particularly Addendums or changes to bid date/time.

All Bids sent to the Port shall be considered compliant to all Addendums, with or without specific confirmation from the Contractor that the Addendum was received and incorporated. However, the ITB

Coordinator can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The ITB Coordinator could decide that the Contractor incorporated the Addendum information, or could determine that the Contractor failed to incorporate the Addendum changes and that the changes were material so the ITB Coordinator must reject the Offer, or the ITB Coordinator may determine that the Contractor failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the ITB Coordinator.

Submittal Requirements

This section details Port procedures for bid submittal.

1. The format should follow closely that requested in this ITB.
2. Contractors have full responsibility to ensure the response arrives at the Port within the deadline. Late bids will be rejected.

Electronic Submittal

The bid number and title should appear in the subject line of the e-mail. The electronic submittal is to be submitted via the [Port of Tacoma Procurement Portal](#), by the deadline (ITB Schedule, on the cover page or as otherwise amended). Instructions for utilizing the portal can be found on the main procurement web page ([Procurement | Port of Tacoma](#)). Any risks associated are borne by the Bidder. If the Bidder also submits a hard-copy, the Port will determine which form takes precedence if discrepancies occurs.

Bid Opening

The Bid shall be opened by the ITB coordinator electronically at the date and time specified. Due to current remote work policies, personnel are not in office on certain days. The ITB Coordinator intends to provide written notice of the intention to award in a timely manner and to all Contractors responding to the Solicitation.

Bid and Price Specifications

Contractor shall provide their Offer on forms provided by the Port, indicating unit prices for each item, if applicable, attaching additional pages if needed. With difference between the unit price and the extended price, the Port shall use the unit price. The Port may correct the extended price accordingly. Unless specified otherwise on the Offer Form, Contractor shall quote prices F.O.B. Destination, with freight prepaid and allowed. All prices are to be in US Dollars.

Do Not Submit Extra Comments, Explanations, Information or Changes

The Port will reject bids that the ITB Coordinator finds to be taking material exception to the Port specifications and Port contract. Therefore, be careful that you do not add information or explanations on your Offer form. Do not take exceptions, do not offer alternatives (unless the Port specifically requests), and do not mark the Offer with changes to specifications or the contract. Do not attach your own boilerplate. Even adding an explanation about your pricing could cause rejection of your bid. This decision will be made in the sole opinion of the ITB Coordinator. If the Offer Form doesn't seem to adequately address your concern or clarification, call the ITB Coordinator for direction.

Partial and Multiple Awards

Unless stated to the contrary in the Solicitation, the Port reserves the right to name a partial and/or multiple award, in the best interest of the Port. Contractors are to prepare pricing and Offers given the Port's intention to utilize the right to a partial or multiple award, in the best interest of the Port. Further, the Port may eliminate an individual line item when calculating award, to best meet the needs of the Port, if a particular line item is not routinely available or is a cost that exceeds the Port funds.

Contract Terms and Conditions

Contractors are to carefully review all drawings, specifications, requirements, terms and conditions, other attached documents, and insurance requirements. Bid submission is agreement to all terms and requirements of the Contract.

Incorporation of ITB and Bid in Contract

This ITB and the Contractor's response, including all promises, warranties, commitments, and representations made in the successful Bid, shall be binding and incorporated by reference in the Port's contract with the Contractor.

Effective Dates of Offer

Offered prices in Bid must remain valid until Port completes award. Should any Contractor object to this condition, the Contractor must provide objection through a question and/or complaint to the ITB Coordinator prior to the bid closing date.

Cost of Preparing Bids

The Port will not be liable for any costs incurred by the Contractor in the preparation and presentation of Bids submitted in response to this ITB including, but not limited to, costs incurred in connection with the Contractor's participation in demonstrations and the pre-Bid conference.

Contractor Responsibility to Examine Documents

It is the Contractor responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Contractors must comply with all Federal, State, and City laws, ordinances and rules, and meet all registration requirements where required for Contractors in the Washington Revised Statutes. By responding to this Invitation to Bid (ITB), Contractor agrees that he/she has read and understands all documents within this ITB package.

Contractor Responsibility to Provide Full Response

It is the Contractor's responsibility to respond and Offer Form that does not require interpretation or clarification by the ITB Coordinator. The Contractor is to provide all requested materials, forms and information. The Contractor is responsible to ensure the Offer properly and accurately reflects the Contractor specifications and offering. The Port does not accept materials to supplement the bid after the bid deadline; however, this does not limit the right of the Port to consider additional materials obtained by the Port such as references or past experience, even if such materials were not specifically submitted by the Contractor, or to seek clarifications from the Contractor by the Port.

Do Not Attach Additional Materials with your Bid

Do not insert material sheets, extra product options, comments on boilerplate, supplemental or suggested contract terms, or other similar materials unless such materials are specifically requested by the Port or are necessary to show an "or equal" product specification. Such additional materials can compromise the clarity of your bid and result in rejection of your offer. If the materials conflict with your Offer, the Port will not be obligated to clarify or determine with priority; the Port may instead reject your bid.

Changes or Corrections to Bids

Prior to the bid submittal closing date and time established for this ITB, a Contractor may change its bid provided the change is initialed and dated by the Contractor. No change to a bid shall be made after the bid closing date and time. Note you cannot change, mark-up or cross-out any condition, format, provision or term that appears on the Port's published Offer Form. If you need to change any of your own prices or answers you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use white-out.

Errors in Bids

Contractors are responsible for errors and omissions in their Bids. No such error or omission shall diminish the Contractor's obligations to the Port.

Withdrawal of Bid

A bid submittal may be withdrawn by written request of the submitter, prior to bid closing. After the closing date and time, the submittal may be withdrawn only with permission by the Port.

Rejection of Bids and Rights of Award

The Port reserves the right to reject any or all Bids with no penalty. The Port may also waive immaterial defects and minor irregularities in any submitted Bid.

Bid Disposition

All material submitted in response to this ITB shall become the property of the Port upon delivery to the ITB Coordinator.

Minority & Women's Business Enterprises (WMBE)

The Port of Tacoma encourages participation in all its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the Port does not give preferential treatment, it seeks equitable representation from the minority and women's business community.

Participation may be directly in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by Federal statutes, regulations, grants, or contract terms referenced in the original Solicitation, no preference will be included in evaluating Bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be evaluated, rejected, or considered Non-Responsive on that basis.

Any affirmative action requirements in Federal regulations or statutes included or referenced in the original Solicitation will apply. Contractors may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section should prevent or discourage Contractors from inviting participation from non-MWBE firms, MWBE firms, and Small and Emerging Businesses.

Proprietary or Confidential Information

To the extent consistent with [Chapter 42.56 RCW](#), the Public Disclosure Act, Purchasing shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchasing will notify the Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchasing will release the requested information on the date specified.

The Port's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as Purchasing retains Contractor's information in the Purchasing records.

Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

Requesting Disclosure of Public Records

The Port asks Contractors/Sub-Contractors and their companies to not request public disclosure of proposal records until an intention to award is announced. This measure should shelter the solicitation process, particularly during the evaluation and selection process or if a cancellation occurs or re-solicitation. With this preference stated, the Port will continue to respond to all requests for disclosure of public records as required by State Law.

No Gifts and Gratuities

Contractors shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work, or meals) to any Port employee, volunteer or official, if it is intended or may appear to a reasonable person to be intended to obtain or give special consideration to the Contractor.

No Conflict of Interest

Contractor (including officer, director, trustee, partner or employee) must not have a business interest or a close family or domestic relationship with any Port official, officer or employee who was, is, or will be involved in selection, negotiation, drafting, signing, administration or evaluating Contractor performance. The Port shall make sole determination on compliance.

10. BID SUBMITTALS

- a) **Legal Name:** Submit a certificate, copy of web-page, or other documentation from the Corporation Commission in which you incorporated that shows your legal name as a company. Many companies use a "Doing Business As" name or a nickname in their daily business. However, the Port requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company's legal name can be verified through the State Corporation Commission in the state in which you were established, which is often within the Secretary of State's Office for each state at <http://www.coordinatedlegal.com/SecretaryOfState.html>
- b) **Bid Offer Form:** This response is mandatory. See Attachment- A
- c) **Other:** This response is mandatory. Provide documents listed in "Section 35 59 13 – Marine Fenders, Section 1.04" for technical requirements.

Submittal Checklist

This checklist is for your convenience only. It need not be submitted with your bid. This checklist summarizes each form required to complete and submit your bid package to the Port.

Cover Sheet	Optional
Legal Name	Important
Bid Offer & Non-Collusion Form- Attachment A	Mandatory
List of Projects and Information	Mandatory
ISO or Equivalent Certification	Mandatory
Subs Information	Mandatory

11. EVALUATION PROCESS

The Port shall select the lowest responsive and responsible Contractor(s).

Responsiveness and Responsibility: Port Purchasing shall review submittals to determine basic responsiveness (timely submittal, all required forms submitted, etc.), responsibility (minimum qualifications, etc.), a responsive and responsible. An initial review will be made after opening, however additional and more detailed reviews may also be made during evaluation and prior to contract award. The review may be made of all Contractors or only as needed to determine the lowest responsive and responsible Contractor for award.

Specifications: Before tabulating pricing, the Port will evaluate Contractor compliance with specifications and bid requirements.

Pricing: Items on price sheets shall then be calculated for award. Item pricing will be multiplied by the number of units required for an item total. Item totals will be totaled for all items for a tabulated total. If an error in math occurs, unit pricing will be the correct price and will be used. If any cost item is missing from a Contractor Offer Form, the Port reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

Delivery: Requirements warrant that lead-times may be considered to accommodate the quickest receipt of materials possible. Vendor shall specify on the attached Offer Form the delivery lead time required (in calendar days).

Tie Bids: if the top two Contractors provide the same price, the Port gives preference to local products and local Contractors. When the tied Contractors are out-of-state and there are no local bidders/Contractors, or if two local bidders/Contractors are tied, the Procurement Coordinator will use a coin toss to determine the winner. Those on the evaluation team shall serve as witness to the event.

9. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The ITB Coordinator intends to provide written notice of the intention to award in a timely manner and to all Contractors responding to the Solicitation.

Protests and Complaints

Protests and/or complaints are to be filed with the Director of Contracts and Purchasing. The Port has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this ITB process. They are:

- **For specification protests**, the protester must state exact location of the challenged portion or clause, unless the challenge concerns an omission, an explanation of why any provision should be struck, added, or altered, and contain suggested corrections. A specification protest must be filed within five (5) working days of solicitation release;
- **For non-responsive determinations**, the aggrieved Contractor must specifically state why the determination is in error, identify where in the submittal it believes it is responsive, and why it believes the Port was in error when it made the non-responsive determination. A non-responsive protest must be filed within two (2) working days of notification: and
- **For protests regarding award determinations**, the aggrieved Contractor(s) protest must set forth in specific terms the reasons the Port's decision is thought to be erroneous. An award determination protest must be filed within two (2) working days of notification.

Interested parties have the obligation to know of and understand these rules, and to seek clarification from the Port. Note there are time limits on protests and Contractors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner.

Instructions to the Apparently Successful Contractor

The Apparently Successful Contractor will receive an Intention to Award Letter from the ITB Coordinator after award decisions are made by the Port. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order. The Contractor will be expected to provide all essential documents within ten (10) business days. This includes attaining a providing proper proof of insurance. If the selected Contractor fails to complete all the final submittals within the allotted ten (10) days, the Port may elect to cancel the intended award and award to the next ranked Contractor or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract in the timeframes above may cause Contractor disqualification for future solicitations for this same or similar product/service.

Final Submittals Prior to Award

The Contractor(s) should anticipate that the Letter will require at least the following. Contractors are encouraged to prepare these documents soon, to eliminate risks of late compliance.

- Ensure the company has a current State of Washington Business License.
- Supply Evidence of Insurance
- Special Licenses (if any)
- Supply a Taxpayer Identification Number and W-9 Form

Attachments

- Attachment A – Offer Sheet & Non-Collusion Form
- Attachment B – Terms and Conditions
- Attachment C – Technical Specifications (Posted to Procurement Page)
- Attachment D – Drawings (Posted to Procurement Page)
- Attachment E – Reference Documents (Posted to Procurement Page)

ATTACHMENT A - OFFER SHEET

Page 1 of 1

Port of Tacoma**ITB# 100389****Title: PCT Fender System Replacement Project**

FREIGHT: All freight, delivery and setup included in cost of assemblies. FOB Pierce County Terminal 509 North Frontage Rd, Tacoma, WA 98421. All materials below are per specifications listed above.

Item #	Description	Est. Qty.	U/M	Unit Price (MANDATORY)	Extended Price (excluding sales tax)
1	New Fender Assemblies	41	EA	\$	\$
	TOTAL				\$

The delivery required is on or around October 16, 2023. Can you meet the required delivery time?

Yes: ☐No: ☐

If No, State delivery date (mm/dd/yyyy):

-
1. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the Port will correct the Extended Price.
 2. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Offer shall agree to all Port Contract requirements without exception.
 3. Do not mark, write-in or add any exceptions to the Contract requirements. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
 4. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialled, the Buyer may reject your bid. Do not use whiteout.
 5. Receipt of Addenda: Bidder acknowledges receipt and acceptance of all Addenda through No. ____ (Identify Last Addenda by Number).
 6. A "No" answer to the following question disqualifies the bidder. Is bidder a US business entity with annual revenue from US sales of marine fenders with accessories greater than \$10 million for each of the last 3 years and show proof thereof as requested.

Yes: ☐No: ☐

7. A "No" answer to the following question disqualifies the bidder. Have the fender manufacturer, steel fabricator and steel fabrication coating installer all worked together to supply cone fender assemblies on at least 25 separate projects over the last 5 years, each sale with a minimum value of \$50,000, and show proof thereof as requested. Multiple installment orders for the same project count as one project.

Yes: ☐No: ☐

Non-collusion: The undersigned declares under penalty of perjury that the bid/proposal submitted is a genuine and not a sham or collusive bid or made in the interest or on behalf of any person or firm not named. That the bidder/Contractor has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to not bid. Last, however, bidder/Contractor has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

Mailing Address (Street, City, State, Zip Code)

Telephone Number _____ Fax Number _____ Email Address _____

Washington State Contractor's License No. _____ Date of Issue _____

Expiration Date _____ DUNNS Number _____

Unified Business Identifier (UBI) No. _____ Federal Tax Id No _____

Full Legal Name of Company: _____

Signed By: _____

Printed Name: _____ Date: _____

Attachment B

**Port of Tacoma
Standard Terms and Conditions for
Purchase Order Contracts, Invitation to Bid & Request for Quotation**

1. **Entire Agreement:** The Contract represents the entire and integrated agreement between the Port and the Vendor. It supersedes all prior discussions, negotiations, representations, or agreements pertaining to the Work, whether written or oral. In the event of a conflict between the contract documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be considered as a part of this Contract in order to afford the Port the maximum benefits thereof.

The contract documents which set forth the rights and responsibilities of the Port and the Vendor with respect to this contract shall be construed in accordance with the laws of the State of Washington. Venue for any action between the Port and the Vendor, arising out of or in connection with this contract shall be in Pierce County, Washington. The Contract includes these terms and conditions and includes the invitation to bid (ITB), request for quotations, specifications, plans, responses to bidder questions, other documents attached to the ITB provided by the Port or Tacoma (Port), other documents referenced by the ITB and the attached resolutions and policies of the Port and the laws of the State of Washington, incorporated herein by reference.

2. **Definitions:** "Buyer" means Port of Tacoma (Port). "Seller" means the party with whom Buyer is contracting and any reference to "vendor", "subcontractor", "contractor", "bidder" or "supplier" shall also mean "Seller". The term "purchase order" or "order" shall mean the name or title of the instrument of contracting, including all documents, exhibits, and attachments referenced therein. "Final Acceptance" Port has deemed all items meet Contract requirements.

3. **Acceptance:** This order expressly limits acceptance to the Contract. All additional or different terms proposed by Seller are objected to and hereby rejected, unless otherwise provided in writing by the Purchasing Manager.

4. **Anti-Trust:** Seller and Buyer recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Buyer. Therefore, Seller hereby assigns to the Buyer any and all claims for such overcharges.

5. **Assignments:** The provisions or monies due under this contract shall only be assignable with prior written consent of the Purchasing Manager. Shipment and billings made under any name other than Seller's must indicate that shipment is being

made through and is subject to all instructions, terms and conditions of this order.

7. **Brands:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described. Brands of equal quality, performance and use shall be considered, provided Seller specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

8. **Changes:** No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Purchasing Manager. Unauthorized substitutions will be made entirely at Seller's risk and, at Buyer's option, may be returned without prior authorization at Seller's expense.

9. **Default:** The parties agree that in the event a suit is instituted for any default, the prevailing party shall recover its costs, expenses expended or incurred in connection therewith, and reasonable attorney's fees.

10. **Delivery:** For any exception to the delivery date as specified on this order, Seller shall give prior notification and obtain written approval from the Buyer. With respect to delivery under this order, time is of the essence. The order is subject to termination for failure to deliver as specified. The acceptance of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.

11. **Handling:** No charges will be allowed for handling which includes, but is not limited to packing, wrapping, bags, containers or reels, unless otherwise stated herein.

12. **Identification:** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this order and shall specify contents therein.

13. **Independent Contractor:** An independent contractor relationship is created by this contract. The Seller or its employees or agents performing under this contract are not employees or agents of the Port of Tacoma. Conduct and control of the work will be solely with the Seller.

14. **Infringements:** Seller agrees to protect and save harmless the Buyer against all claims, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.

15. **Liens:** Vendor warrants and represents that all the goods and materials furnished pursuant to this order are free and clear of all liens, claims or encumbrances of any kind.

16. **Nondiscrimination:** The Seller agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to the employment upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training, or rendition of services. It is further understood and agreed that any Seller who is in violation of this clause or an applicable affirmative action program shall be barred forthwith from receiving awards of any purchase order from the Port of Tacoma unless a satisfactory showing is made that discriminatory practices or noncompliance has terminated and that a recurrence of such acts is unlikely.

17. **Nonwaiver by Acceptance of Variation:** No provision of this order, or the right to receive reasonable performance of any act called for by the Terms shall be deemed waived by a waiver by Buyer of a breach thereof as to any particular transaction or occurrence.

18. **Payments and Late Payment Charges:** Separate numbered invoices are required for each order. Invoice only for goods delivered. Invoices will not be processed for payment until receipt of a properly completed invoice, when invoiced items are received, or when received items are confirmed to be fully compliant with Contract requirements, as determined by the Port, and in an undamaged condition, whichever is later. 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.

Unless otherwise stated, standard payment terms shall be net thirty days following month of invoice date. If Buyer fails to make timely payment, Seller may invoice for one percent per month on the amount overdue, or a minimum of one dollar. Payment shall not be considered late if a check or warrant is available or mailed within the time specified, or if no terms are specified. Payments will be remitted by mail. Buyer will not honor drafts, nor accept goods on a sight draft basis.

19. **Prices:** Seller agrees that goods shall be billed at the lowest price at which it offers to sell or

sells goods of the same description at or before time fixed in this order for shipment, if price is not stated on this order.

20. **Rejection:** All goods or materials purchased herein are subject to approval by the Buyer. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Buyer or returned, will be at Seller's risk and expense.

21. **Risk of Loss:** Regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Seller from any obligation hereunder.

22. **Save Harmless:** Seller shall protect, indemnify, and save the Buyer harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Seller, its employees, agents, or subcontractors.

23. **Shipping Instructions:** Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipping addresses specify room numbers, Seller shall make such delivery thereto without additional charge. When shipment is specified FOB origin, Seller agrees to prepay all shipping charges, route as instructed and, if instructions are not provided, route by most economical common carrier and to bill Buyer as a separate item on the invoice for said charges. If shipping charges are expected to exceed \$100.00, Buyer shall have the option of determining whether shipping shall be prepaid by Seller or billed directly to Buyer. Seller's invoice for shipping charges shall include a copy of the freight bill showing that payment for shipping charges has been made. It is agreed that Buyer reserves the right to refuse COD shipments.

24. **Taxes:** Unless otherwise specified, Buyer agrees to pay all State of Washington sales or use tax. No charge by Seller shall be made for federal excise taxes and Buyer agrees to provide exemption certificates when required.

25. **Termination for Convenience:** The Port may terminate this contract at any time for government

27. **Warranties:** Seller warrants that articles supplied under this order conform to the Contract and are fit for the purpose or which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

29. **Single Award:** With this solicitation, the Port intends to award one contract and does not anticipate multiple awards. Regardless, the Port reserves the right to make multiple or partial awards.