



PORT OF TACOMA
REQUEST FOR PROPOSALS
No. 92816

Steel Poles 2021

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

RFP INFORMATION	
Issue Date	2/19/2021
Contact:	Sharon Rothwell
Email Addresses:	procurement@portoftacoma.com
Phone:	(253) 592-6758
Deadline for Questions	FEBRURARY 26, 2021
Submittal Date	MARCH 5, 2021 @ 2PM PST

**PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS
VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE
AND INCLUDE 'RFP 92816' IN THE SUBJECT LINE**

PORT OF TACOMA
Request for Proposals (RFP) # 92816
Steel Poles 2021

A. BACKGROUND

The Port of Tacoma was created by Pierce County citizens in 1918, the Port of Tacoma (Port) is a major center for container cargo, bulk, break-bulk, autos and heavy-lift cargo. To learn more about the Port of Tacoma, visit www.portoftacoma.com.

B. SCOPE OF SERVICES:

With this solicitation, the Port of Tacoma seeks to obtain three Steel Poles as detailed in this RFP in advance of a public works project, as they are long lead time items. Award will be made to the Proposer offering the best value to the Port, Technically Acceptable basis accordance with the terms and conditions of the solicitation. Since this material is being fabricated in advance of the public works project it will require that Washington State Prevailed Wages be filed and paid for its fabrication if done in Washington. If fabricated outside of Washington State, prevailed wages would have to be paid for its transport from the state line to the public works location at the Port in Tacoma, WA.

Proposers to access the technical specifications and drawings regarding this procurement you will need to go to our FTP site to download the files.

<https://webftp.portoftacoma.com/>

Username: bid

pw:PowerPole2021!

Proposals submitted with altered or conditioned Terms and Conditions or bid documents without prior written agreement from the Port will be considered non-responsive and not considered for evaluation.

C. PROPOSAL EXPIRATION DATE:

Proposals submitted in response to this RFP shall be valid for a period of 180 days from March 5, 2021.

D. SOLICITATION OBJECTIVES:

- To obtain quality fabricated steel poles meeting our specifications.
- To obtain on time delivery.
- To obtain the best value; and
- Accurate and timely invoicing

E. RFP ELEMENTS & EVALUATION CRITERIA:

By participating in this RFP process, the Proposer acknowledges that it has read, understood, and agrees to the terms and conditions set forth in this solicitation. The Port reserves the right to reject any offer that does not comply with the requirements identified herein. Furthermore, the Port may, in its sole discretion and without notice, modify, suspend, or terminate the RFP without liability to the Port. The Solicitation does not constitute an offer to buy or create an obligation for the Port to enter into an agreement with any party, and the Port shall not be bound by the terms of any offer until the Port has entered into a fully executed agreement.

1. The Port reserves the right, without qualification, and in its sole discretion, to modify, suspend or withdraw this RFP, accept or reject any or all responses for any reason at any time after submission, or to enter into one or more agreements at any time with one or more respondents who, in the sole opinion of the Port, will provide the greatest value to the Port.
2. The Port will be using a best value technically acceptable evaluation process. This is a competitive negotiation source selection process where the non-price factors of a proposal are evaluated to determine which proposals are “technically acceptable”, and the award is made to the proposer whose proposal is determined to be technically acceptable and proposes the lowest price.
3. The Port will evaluate responses for purposes of determining technical acceptability and the lowest overall evaluated price. The Port reserves the right to determine, in its sole discretion, the value to the Port of any or all responses. Award will be made to the Proposer offering the best value to the Port. For purposes of this solicitation, “best value” is defined as the lowest priced, technically acceptable Proposal. Of the criteria listed below cost, delivery schedule and pole paint are the most critical and will be weighted higher in the evaluation process. The following criteria will be considered in evaluating Proposals received in response to this RFP:
 - Cost
 - Production schedule
 - Delivery schedule
 - QA/QC program
 - Paint
 - Anchor Bolt cage
 - Performance
 - Inspection
 - Warranty

4. **Specifications/Requirements.** The Port will evaluate this criterion for technical acceptability based on the information provided within the documents released on February 19, 2021. In the sole discretion of the Port, Proposers not meeting the requirements included in this Request for Proposals will be determined to be technically unacceptable and ineligible for award.
5. The Port intends to make award based on an evaluation of initial proposals. If it is determined to be in the best interest of the Port, the Port reserves the right to conduct discussions, negotiations, and/or issue calls for Final Proposal revisions. Information learned during discussions, negotiations and/or included in Final Proposal Revisions may impact the determination of technical acceptability and ultimate award decision.
6. **Evaluated Price.** The Port will evaluate this criterion based on the information provided to the Port within each vendors submittal. Price will be only one component of the submittal evaluation.

7. TECHNICAL RATINGS

Rating	Description
5	Indicates an exceptional approach and understanding of the requirements and contains multiple strengths far outweigh any weaknesses. Risk of unsuccessful performance is low.
4	Indicates a thorough approach and understanding of the requirements and contains at least one strength, and risk of unsuccessful performance is low.
3	Meets requirements and indicates an adequate approach and understanding of the requirements, and risk of unsuccessful performance is no worse than moderate.
2	Has not demonstrated an adequate approach and understanding of the requirements, and/or risk of unsuccessful performance is high.
1	Does not meet requirements and therefore contains one or more significant weaknesses or deficiencies, and/or risk of unsuccessful performance is unacceptable. Proposal is un-awardable.

ATTACHMENT A – INSTRUCTIONS, INFORMATION, AND COMMUNICATION

This section details Port procedures for directing the RFP process. The Port reserves the right in its sole discretion to reject the proposal of any Vendor that fails to comply with any procedure in this chapter.

Communications with the Port

Direct all Vendor communications concerning this solicitation to the Procurement Coordinator. The Procurement Coordinator for this solicitation is:

Sharon Rothwell
(253) 592-6758
procurement@portoftacoma.com

Unless authorized by the Procurement Coordinator, no other Port official or Port employee is empowered to speak for the Port with respect to this acquisition. Any Vendor seeking to obtain information, clarification, or interpretations from any other Port official or Port employee (other than the Contract Coordinator) is advised that such material be used at the Vendor's own risk. The Port will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Vendors shall continue to direct communications to only the Port Procurement Coordinator. The Procurement Coordinator will send out information to responding companies as decisions are concluded.

Contact by a Vendor regarding this acquisition with a Port employee other than the Procurement Coordinator or an individual specifically approved by the Procurement Coordinator in writing, may be grounds for rejection of the Vendor's proposal.

Pre-proposal conference

The Port will not conduct a pre-proposal conference for this procurement. To obtain answers to any questions or for further clarifications, submit all questions as noted below.

Questions

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to Procurement Coordinator procurement@portoftacoma.com (**STEEL POLES** in subject line). Proposers who, relative to this scope of services, contact any individuals or Commission members representing the Port, other than procurement@portoftacoma.com may be disqualified from consideration. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Vendor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Vendor to assure that they received responses to Questions if any are issued.

Addenda

The Port may make changes to this Solicitation. Oral or other interpretations, clarifications or submittal instructions will be without legal effect. Any information modifying a solicitation will be furnished in a formal, written addendum. If at any time, the Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the Port will issue a written Addendum to the Solicitation. Addenda will be posted to the Port's web site and conveyed to those potential submitters who have requested to be placed on the Holders List.

Receiving Addenda and/or Question and Answers

Note, that some third-party services may independently post Port of Tacoma procurements on their websites. The Port does not, however, guarantee that such services have accurately provided Vendors with all the information published by the Port, particularly Addendums or changes to bid date/time.

All Procurements sent to the Port shall be considered compliant to all Addendums, with or without specific confirmation from the proposer that the Addendum was received and incorporated. However, the Procurement Coordinator can reject the proposal if it does not reasonably appear to have incorporated the Addendum. The Procurement Coordinator could decide that the Proposer did incorporate the Addendum information, or could determine that the Proposer failed to incorporate the Addendum changes. If the changes are material, the Procurement Coordinator must reject the Offer, or the Procurement Coordinator may determine that the Proposer failed to incorporate the Addendum changes, but that the changes were not material and therefore the Proposal may continue to be accepted by the Procurement Coordinator.

RFP Submittal Requirements

- Proposal responding to all criteria
- Offer Form
- BAK Files
- Calculations

Port procedures for submittal

- a) Number all pages sequentially.
- b) The Port may designate page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- c) Proposers have full responsibility to ensure the response arrives at the Port within the deadline. A late submittal may be rejected, unless the lateness is waived as immaterial by the Port Purchasing and Contracting Services Director, given specific fact-based circumstances. Late responses may be returned unopened to the

submitting firm; or the Port may accept the package and make a determination as to lateness.

Submittal of Proposal

Due to the large size of the data files in this solicitation proposers will need to request and FTP site from the Port to download their proposal to. Request must be made at least three (3) days in advance of the March 5, 2021 deadline. Contact the procurement coordinator with your e-mailed request.

Anticipated “No Later Than” Steel Pole Delivery Schedule

Request for Proposal	February 19, 2021
Proposal submittal deadline	March 5, 2021
Evaluation selection deadline	March 19, 2021
Negotiation completion Purchase Order Issuance	March 26, 2021
Shop Drawing Submittal	April 26, 2021
Shop Drawing Comments	May 3, 2021
Final Shop Drawing Approval	May 14, 2021
Anchor Bolt Cage Delivery	August 5, 2021
Pre-Delivery Pole Inspection (at Vender facility)	August 11, 2021
(Inspection of at least one complete Pole including finish paint)	
Pole Delivery (On site)	September 1, 2021
Completion of Pole erecting and electrical work by others	October 1, 2021
Tacoma Power Outage limitations begin	October 15, 2021

“Acceptance of the schedule shown, or a proposed schedule resulting in the same delivery date will be evaluated as part of the Proposal evaluation process to determine the bid winner.”

Evaluation Process

First Round Evaluation. Proposals will be evaluated against the stated evaluation criteria.

- a) The written Proposals shall be responsive to all submittal requirements contained herein. Failure to submit any RFP submittal documents may result in rejection of the Proposal.
- b) The Port may have questions regarding the individual proposals during the initial evaluation period. The Port reserves the right to request additional information or clarification of response of none, one, any or all Proposals.
- c) The Port reserves the right to make award based on initial proposal submissions. Therefore, Proposers are instructed to submit their best offer from both a technical and price perspective with their initial proposal submission.

Final Proposal Revision (if applicable)

- a) The Port may issue addenda revising the scope and/or requirements at any time prior to Contract award.
- b) Finalists will submit Final Proposal Revisions, if requested by the Port.
- c) Any Final Proposal Revisions will then be evaluated by the evaluation team in accordance with the evaluation criteria identified herein. Should the Port determine it is in the best interest of the Port to conduct multiple rounds of negotiations and/or discussions prior to making an award decision, the Port may do so. If called for, information contained in Final Proposal Revisions will be considered in making the best value determination.

Formula: Lowest total proposal evaluation price divided by a higher total proposal evaluation price (proposal that is being evaluated) multiplied by number of available points equals the cost factor evaluation points. Points will be rounded to two places to the right of the decimal point using standard rounding method.

The Vendor with the lowest Total Proposal Evaluation Price will receive the maximum allotted points for pricing. All other Vendors pricing points will be proportionate to the most favorable pricing. The example calculation below shows that a Vendor whose price is twice as much as the lowest proposed price would receive only half of the maximum available points.

$$\frac{\text{Lowest Bidder Total Bid Evaluation Price}}{\text{Other Bidder's Total Bid Evaluation Price}} \times \frac{\text{Maximum Available Points}}{\text{Awarded Price Points}} =$$

\$100 ÷ \$200 x 70 points = 35 points

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Firm's/Team's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content.

Selection: The Port shall select the Vendor with the highest total score for award.

Contract Negotiations: The Port may negotiate elements of the proposal as required to best meet the needs of the Port, with the apparent successful Vendor. The Port may negotiate any aspect of the proposal or the solicitation.

Repeat of Evaluation Steps: If no Vendor is selected at the conclusion of all the steps, the Port may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the Port shall then sequentially step through all remaining steps as if conducting a new evaluation process. The Port reserves the right to terminate the process if it decides no proposals meet its requirements.

Points of Clarification: Throughout the evaluation process, the Port reserves the right to seek clarifications from any Vendor.

Tie Scores: In the event that the top two Vendors receive the same total score, the Procurement Coordinator will use a coin toss to determine the winner. Those on the evaluation team shall serve as witness to the event.

Award & Contract Execution Instructions

The Procurement Coordinator intends to provide written notice of the intention to award in a timely manner and to all Vendors 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 RFP 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 Vendor must specifically state why the determination is in error, identify where its submittal where 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 (Intermediate Saturdays, Sundays and legal holidays are not counted as business days): and
- **For protests regarding award determinations**, the aggrieved Vendor(s) protest must set forth in specific terms the reasons why 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 be aware of and understand these rules, and to seek clarification as necessary from the Port. Note that there are time limits on protests and Vendors have final responsibility to learn of results in sufficient time for such protests

to be filed in a timely manner. Written protests are to be sent by e-mail to procurement@portoftacoma.com. Failure to comply with the protest procedures will render a protest waived. Timely compliance and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

Instructions to the Apparently Successful Vendor(s)

The Apparently Successful Vendor will receive Intent to Award Letter from the Procurement Coordinator after the award decision is made by the Port. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

Once the contract is issued for signature, the Vendor must execute the contract and provide all requested documents within ten (10) business days. If the Vendor fails to execute the contract with all documents within the ten (10) day period, the Port may cancel the award and proceed to the next ranked Vendor or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Vendor disqualification for future solicitations for this product/service.

Checklist of Final Submittals Prior to Award

The Vendor(s) should anticipate that the Letter would require at least the following. Vendors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- State of Washington Business License
- Completion of New supplier package
- Certificate of Insurance (if a hard copy is required by the specifications)
- Intent to pay prevailing wage online registration (if applicable)
- Special Licenses (if any)

Taxpayer Identification Number and W-9

Unless the Vendor has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the Port, the Vendor must execute and submit this form prior to the contract execution date.

No RFP Opening – No Reading of Prices

The Port does not conduct a bid opening for RFP responses; however, the Port will post a list of those submitting proposals.

Offer Form

Vendor shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the Port shall use the unit pricing. The Port may correct the extended price accordingly. All prices shall be in US Dollars.

Preparing Offer Forms with consideration of Prevailing Wages

If State of Washington prevailing wage rates apply to this contract work, the Offer submitted must clearly show the intent of the Vendor to pay prevailing wages. The

Procurement Coordinator will consider whether pricing of the Offer is sufficient to clearly support payment of prevailing wages and may seek clarification and/or reject the Offer accordingly. (Note that your Offer should be sufficient to pay prevailing wages, as well as any Vendor costs associated with filing of Intents and Affidavits, including filing of one Intent for the contract or multiple Intents during the life of the contract as required by the Department of Labor & Industries).

Prevailing Wage Requirements

This contract is subject to prevailing wages per RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented. Vendor is responsible for compliance by the Vendor and all subcontractors. Any Offer must be sufficient to pay prevailing wages, and vendor costs associated with filing of Intents and Affidavits, including filing of one or multiple Intents and Affidavits as required by the Department of Labor & Industries. Vendor and any subcontractor shall pay no laborer, worker or mechanic less than the prevailing hourly wage rates in effect at the time of bid opening for worker classifications provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.

Filing Intents: The awarded Vendor and all subcontractors must file Intent to Pay Prevailing Wage Form(s) concurrent to contract execution and as otherwise required.

1. Before you file your intent, you need certain information from the Port: Port Contract Number and Contract Start Date. The Buyer will tell you the Contract Number; the start date is the date your contract is signed. For Blanket Contracts with as needed maintenance work, you also need an estimate of total work orders and locations. The Vendor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval. The Vendor shall require every subcontractor to file an Intent as well.
2. File on-line at <https://lni.wa.gov/> . If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Buyer. Vendor shall notify the Buyer once Intents are filed by the Vendor and all subs.
3. Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
4. In certain situations, the Intent is required but the wages may be exempt. The Vendor may indicate they qualify for an exemption to wages for:
 - a. Sole owners and their spouse.
 - b. Any partner who owns at least 30% of a partnership.
 - c. The president, vice-president, and treasurer of a corporation if each own at least 30% of the corporation.

- d. Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
5. Prevailing Wage rates in effect at the time of bid opening are to be used. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
6. It is the sole responsibility of the Vendor to assign the appropriate classification and associated wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
7. With each invoice, attach or write a statement that wages paid were compliant to Prevailing Wage rates, including the Vendor and any subcontractors.
8. Upon contract completion, file Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Vendor has initiated the original Intent to Pay Prevailing Wage process online. The receipt of the approved affidavit is required before the Port can pay the final invoice. The Port may withhold payment on any invoice due the Vendor until the approved affidavit is received. The Vendor shall also ensure that each Subcontractor likewise files an Affidavit. The Vendor shall notify the Buyer and provide a copy of the Affidavit(s).
9. For jobs above \$10,000, Vendor must post the Intent Form for employees' inspection, including the list of the labor classifications and wages for the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
10. If a dispute arises about prevailing wages and it cannot be solved by the parties, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. The Director's decision is final, conclusive and binding. If the dispute involves federal prevailing wage, the matter shall be referred to the U.S. Secretary of Labor for a decision and the Secretary's decision is final, conclusive and binding.
11. At the time of contract award, Bidders must have received training on the requirements related to public works and prevailing wage by Labor & Industries or approved training provider per RCW 39.04.350 and chapter 39.12 RCW. Bidders are exempt from training if Bidder has been in business with active Unified Business Identifier (UBI) number for three (3) or more years AND have performed work on three (3) or more public works projects. Bidder exemption status may be verified by entering the Bidder's UBI number, selecting the Bidder's Company, and clicking on the "Public Works Requirements" drop-down menu from the following web site: <https://secure.lni.wa.gov/verify/>

Prevailing Wage rate changes for Maintenance or Service Contracts greater than one year in duration:

12. For maintenance service contracts greater than one year duration, such as building service maintenance contracts (janitors, waxers, shampooers, and window cleaners) and other multi-year service contracts where prevailing wages are required, the Vendor and

subcontractors must pay at least the prevailing wage rates in effect at time of bid throughout the duration of the contract.

13. Each contract anniversary, Vendor and subcontractors shall review the current Prevailing Wage Rates. The Vendor shall increase wages paid if required to meet no less than the current prevailing wage rates for those positions that are covered by such wage rates, in effect at the time of the contract anniversary. Vendor and subcontractors shall file an affidavit and new intent prior to contract extension.

14. Any price or rate increases made because of a change in the prevailing wages will be compensated by the Port on a pass-through basis if the Vendor requests a price increase under the price increase request requirements provided earlier within this agreement. The Vendor must follow the contract instructions for pricing increases, by notifying the Buyer at least 45 days prior to the contract anniversary date of any resulting price increase and documenting the increase.

15. Payroll, wage, and cost records shall be retained, and may be audited or inspected. The Vendor, every Subcontractor, and all other individuals or firms required to pay prevailing wages are subject to investigation—including but not limited to on-site compliance interviews—by Purchasing and Contracting (PC) and L&I in regard to payment of the required prevailing wage to workers, laborers, and mechanics employed on the project. If the investigations result in a finding that an individual or firm has violated the requirement to pay the prevailing rate of wage, the Owner may withhold payments to the Vendor. The Vendor or Subcontractor may also be subject to civil penalties and may be prohibited from bidding on any contract within the State of Washington for the period specified by law.

Vendor Responsibility to Provide Full Response

It is the Vendor's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the Procurement Coordinator. The Vendor is to provide all requested materials, forms, and information. The Vendor is responsible to ensure the proper submission of materials and that they accurately reflect the Vendor's specifications or proposal. During scoring and evaluation (prior to interviews if any), the Port will rely upon the submitted materials and shall not accept materials from the Vendor after the RFP deadline. However, this does not limit the right of the Port to consider additional information (such as references that are not provided by the Vendor but are known to the Port, or past experience by the Port in assessing responsibility), or to seek clarifications as needed by the Port.

Partial and Multiple Awards

Unless stated to the contrary in the Scope of Work, the Port reserves the right to name a partial and/or multiple awards, in the best interest of the Port. Vendors are to prepare proposals given the Port's right to a partial or multiple awards. For Proposals, the Port may negotiate with the successful Vendor, to finalize the work and specifications consistent with the objectives of the RFP.

Interlocal Purchasing Agreements

This is for information only and is not be used to evaluate candidates. [RCW 39.34](#) allows cooperative purchasing between public agencies, and other political subdivisions. The seller agrees to provide service(s) at the offer prices, terms, and conditions, to other eligible governmental agencies that have such agreements with the Port. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Vendor require additional pricing for such purchases, the Vendor is to name such additional pricing upon offer to the Port.

Contract Terms and Conditions

Vendors are to price and submit proposals with the understanding that they are required to comply with all specifications, requirements, Terms, and Conditions. Vendors are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. Submittal of a proposal is agreement to comply without exception, unless modified by the Port. The Port has the right to negotiate changes to submitted proposals and to change the Port's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Vendor during the contract.

Negotiations

Nothing herein prohibits the Port from opening discussions with the highest ranked apparent successful Vendor, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet Port needs within the scope sought by the RFP.

Effective Dates of Offer

Offer prices and costs in Vendor's submittal must remain valid until Port completes award. Should any Vendor object to this condition, the Vendor must provide objection through a question and/or complaint to the Procurement Coordinator prior to the proposal due date.

Prompt Payment Discount

On the Offer form or in submittal, the Vendor may state a prompt payment discount term, if the Vendor offers one to the Port. A prompt payment discount term of ten or more days will be considered in evaluation.

Cost of Preparing Proposals

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

Vendor Responsibility

It is the Vendor responsibility to examine all specifications and conditions thoroughly and comply fully with specifications and all attached terms and conditions. Vendors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Vendors as set forth in the Washington Revised Statutes.

Readability

Vendors are advised that the Port's ability to evaluate proposals is dependent in part on the Vendor's ability and willingness to submit proposals, which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

Changes or Corrections in Proposal Submittal

Prior to the submittal closing date and time, a Vendor may make changes to its proposal, if the change is initialed and dated by the Vendor. No change shall be allowed after the closing date and time. Note that you cannot change, mark-up, or cross-out any condition; format, provision, or term that appears on the Port has published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use whiteout.

Errors in Proposals

Vendors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Vendor's obligations to the Port.

Minority & Women's Business Enterprises (WMBE)

The Port of Tacoma encourages participation in all of 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 does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Vendor. However, unless required by Federal statutes, regulations, grants, or contract terms referenced in the original Solicitation, no preference will be included in the evaluation of 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 set forth in Federal regulations or statutes included or referenced in the original Solicitation will apply. Vendors may contact the Office of Minority & Women's Business Enterprises (OMWBE) at [Certification | Office of Minority and Women's Business Enterprises \(wa.gov\)](#) to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Vendors from inviting participation from non-MWBE firms, MWBE firms, as well as Small and Emerging Businesses.

Withdrawal of Proposal

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

Rejection of Proposals and Rights of Award

The Port reserves the right to reject any or all proposals at any time with no penalty. The Port also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

Incorporation of RFP and Proposal in Contract

This RFP and the Vendor's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the Port), shall be binding and incorporated by reference in the Port's contract with the Vendor.

Insurance Requirements

1. The Vendor shall procure and maintain during the life of this contract such insurance. It shall protect it from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by itself, its agents, or by anyone directly or indirectly employed by either of them.
2. Certificates of all insurance shall be filed with the Port of Tacoma naming the Port of Tacoma as additional insured, and shall provide:
 - a. That the policies shall not be canceled, or the amount thereof reduced, without thirty- days (30) prior written notice to the Port of Tacoma, and
 - b. That thirty-day (30) prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.
3. The amount of such insurance shall not be less than:
 - a. Commercial General Liability Insurance, on an occurrence basis, including contractual liability and completed operations, in an amount of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including sickness, disease, and death at any time resulting therefrom, sustained by any person and for property damage;
 - b. Business Auto Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for damages because of bodily injury or property damage.
4. The Vendor shall procure and maintain insurance in accordance with the requirements of all applicable State and Federal Worker's Compensation Laws. Vendor shall furnish to the Port of Tacoma evidence of such insurance, including Employers Contingent Liability (Stop Gap) Insurance.

Proprietary or Confidential Information

To the extent consistent with [Chapter 42.56 RCW](#), the Public Disclosure Act, Purchasing shall maintain the confidentiality of Vendor's information marked confidential or proprietary. If a request is made to view Vendor's proprietary information, Purchasing will notify the Vendor of the request and of the date that the records will be released to the requester unless Vendor obtains a court order enjoining that disclosure. If Vendor 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 Vendor of any request(s) for disclosure for so long as Purchasing retains Vendor'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 Vendor of any claim that such materials are exempt from disclosure.

Requesting Disclosure of Public Records

The Port asks Vendors/Subcontractors and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the Port will continue to be responsive to all requests for disclosure of public records as required by State Law.

Non-Endorsement and Publicity

Neither Purchasing nor the Purchasers are endorsing the Vendor's Products or Services, nor suggesting that they are the best or only solution to their needs. Vendor agrees to make no reference to Purchasing, any Purchaser, or the Port of Tacoma in any literature, promotional material, brochures, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of the Purchasing Manager.

PAYMENT**Prohibition on Advance Payments**

The Port does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process.

Taxes on Invoice

Vendor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with [Chapter 458- 296-127-02620-247 WAC](#).

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.

Attachments:

Attachment A – Instructions, Information & Communication

Attachment B – Purchased Goods Terms & Conditions

Attachment C – Offer Form

Attachment D – Sample Agreement Form

Technical Documents including:

- Drawings
- Specifications
- Load tables
- BAK files
- LCA files

ATTACHMENT B – PURCHASED GOODS TERMS AND CONDITIONS

The contract includes the following terms and conditions and includes the invitation to bid, request for quotations, specifications, plans, resolutions and policies of the Port of Tacoma and the laws of the state of Washington, incorporated herein by reference.

1. Definitions: "Buyer" means Port of Tacoma. "Seller" means the party with whom Buyer is contracting and any reference to "vendor", "subcontractor", "vendor" 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.
2. 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.
3. 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.
4. 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.
5. Payments, Cash Discount, Late Payment Charges: Separate numbered invoices are required for each order. Invoice only for goods delivered. Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or when invoiced items are received, 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 normally be remitted by mail. Buyer will not honor drafts, nor accept goods on a sight draft basis.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

Seller shall indemnify and defend Buyer from any third party loss, damage, expense or liability resulting from any third party claim that the Service, as provided by Seller, prospectively infringes any patent, copyright, trademark, service mark, trade secret or other intellectual property right ("IP Right"); provided however, that Seller's obligations under this section are contingent upon: (i) Buyer providing prompt notice of such claim to Seller in writing, (ii) Buyer providing Seller with sole control and authority over the defense and/or settlement of such claim, and (iii) Buyer cooperating with Seller (at Seller's expense) in the defense and/or settlement of such claim upon Seller's written request. The foregoing will not apply to any claim based on the combination of Service with other products, services or functionality. If a claim for which Seller may have an indemnification obligation hereunder is or may be made, Seller may, at its option and expense: (i) obtain for Buyer the right to continue to use the Service consistent with this Agreement; (ii) modify the Service so that it is non-infringing and in compliance with the Agreement; or (iii) replace the Service with an alternative, non-infringing Service with equivalent functionality. The foregoing states Seller's only obligations (and Buyer's sole and exclusive remedy) for any claims, actions, liabilities, damages or losses arising in connection with alleged or actual infringement, violation or misappropriation of an IP Right by the Services.

17. 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.

18. Termination: In the event of breach by Seller of any of the provisions of this contract, the Buyer reserves the right to terminate this contract forthwith upon giving

oral or written notice to Seller. Seller shall be liable for damages suffered by Buyer resulting from Seller's breach of contract.

19. 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.

20. 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.

21. 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. The parties agree that the Superior Court of the State of Washington shall have jurisdiction over any such suit, with venue in Pierce County.

22. 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.

23. Blanket Purchase Order: This order is subject to these terms and conditions. Purchases are made as required without minimum or maximum amounts. Purchases are subject to price list provided by Vendor. Order may be terminated by the Port at any time.

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

ATTACHMENT C - OFFER SHEET

Page 1 of 1

Port of Tacoma**RFP# 92816****Title: Steel Poles 2021**

All freight and delivery is to be included in the cost of the structures. All pricing to be in US dollars.

Item	Price excluding sales tax
Structure 1	\$
Structure 2	\$
Structure 3	\$
Total Cost	

1. 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. Vendor shall agree to all Port contract Terms and Conditions without exception.
2. Do not mark, write-in or add any exceptions to the specifications, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
3. Prompt Payment Discount: _____%____ days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
4. Do you confirm acceptance of the of the delivery schedule on Page 7?
_____ Yes _____No
5. If responding no to the question above, are you submitting a proposed a schedule resulting in the same delivery date for evaluation? _____ Yes _____No
6. Prevailing Wages: If Prevailing wages apply to any awarded contract, confirm your intent to pay prevailing wages and that prevailing wages are incorporated in your bid offer.

Yes: _____

The job classification information below is not part of the bid evaluation but is for administration wage increases if necessary due to prevailing wage changes over the life of the contract. Since prevailing wages may require the Vendor to request an adjustment to costs billed to the Port in future years, providing this remaining information allows the Port to receive and analyze cost increases that are the result of a prevailing wage increase:

Specify the Job Classification and Hourly Wage Rate that reflects the labor classifications that will perform the Services if awarded the contract.

Job Classification	Hourly Wage Rate
	\$
	\$
	\$
	\$
	\$

By submitting this proposal, the Vendor acknowledges he/she has read and understands the entire Request for Proposal (RFP) and agrees to comply with its terms and conditions. The Vendor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

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 therein named. That the bidder/Vendor 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 refrain from bidding. Lastly, that said bidder/Vendor has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

Mailing Address, 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 D

SAMPLE AGREEMENT FORM

Steel Poles 2021

THIS AGREEMENT is made between the Port of Tacoma (the “Port”) and _____, (the “Vendor”), who, in consideration of the mutual promises contained herein, agree:

- A. GOODS:** The Vendor shall furnish the Goods specified or indicated in this Agreement which are generally described as Steel Poles (hereinafter also referred to as the “Goods,”).
- B. TERM:** The Steel Poles required under the base portion of this Agreement shall be delivered to the Port no later than XXX days from the date of contract award.
- C. PRICE SCHEDULE:**
Vendor shall be paid for the Steel Poles in accordance with the Price Schedule specified below:

Price proposal

Insert Information Here

- D. ORDER OF PRECEDENCE:**

The provisions of this Agreement are complementary and shall be interpreted to give effect to all of its provisions. The Agreement Documents set forth below represent the entire and integrated Agreement between the Port and [insert Vendor name]. Any inconsistency in the Agreement Documents shall be resolved in the following order of precedence:

- 1. Agreement Amendments Executed after Agreement Award
- 1. Agreement Form
- 2. Terms and Conditions
- 3. Specifications/Requirements
- 4. RFP Submittals Documents

The parties hereto have signed this Agreement in duplicate. One counterpart each has been delivered to the Port and Contractor.

PORT OF TACOMA

CONTRACTOR

BY: Sharon Rothwell
(Print Name of Signer)

BY: _____
(Print Name of Signer)

Title: Director, Contracts &
Purchasing

Title: _____

Signature

Signature

Date

Date

P.O. Box 1837
Tacoma, WA 98401
Phone: 253-592-6758
E-Mail: srothwell@portoftacoma.com

Address
Address
Phone:
E-Mail: