

The City of Bellevue will be "Piggybacking" the attached City of Tacoma contract for the purchase of the Thermolay.

Cost:

Sub-total	\$103,500.00
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Tax @ 9.8	\$10143.00
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Total	\$113,643.00
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CITY OF TACOMA

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

All responses & inquiries must be
plainly marked with this

REQUEST FOR QUOTATION 6000038618

**Return Bids By 11:00 AM, 11/12/2014
to:**

Kimberlie Williams-Kerner
Purch Ass't KK
TPU Administration Building North
3628 S. 35th St.
Tacoma WA 98409
Ph. 253-502-8889
Fax. 253-502-8372

Material will ship to:

Fleet Operations Shop 3
3639 S Pine St
Tacoma WA 98409

RFQ Information

Collective Bid # GF14-0634N
Bid Issue Date 11/04/2014
Vendor Number 109226 WEB VENDOR FOR RFQ

Vendor Information (vendor to complete)

Firm Name: Northwest Mfg. & Dist., Inc.
Address: 2050 Main Street
City/State/Zip Billings / MT / 59105
Phone/Fax 406-259-9525 406-245-7222
E-Mail nmd@thermo-lay.com
Contact Name Wayne King
Payment Terms %, days (e.g. 2% 10, N30)
Tacoma Bus. Lic. # N/A
Taxpayer ID # 81-0378492

SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID

NAME: Wayne M. King DATE: 11/10/2014
TITLE: President

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	<p>One new and unused ThermoLay Hot Asphalt and Sanding Machine</p> <p>Freight charges must be included in cost of goods.</p> <p>Electronic bid submittals via email will not be accepted. Submittals may be mailed or faxed to 253-502-8372.</p> <p>We are unable to verify receipt fax.</p> <p>Responses must be submitted on this form. Vendor signature is mandatory.</p> <p>Responses must be submitted on City of Tacoma provided forms. Vendor signature is mandatory. Quotes submitted on vendor generated form(s) will not be reviewed.</p> <p>Technical contact: Deanna Pollard, 253-591-5866</p> <p>Purchasing contact: Kimberlie Kerner, 253-502-8889</p>					



CITY OF TACOMA

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**REQUEST FOR
QUOTATION
6000038618**

Item #	Material#	Description	Delivery Date	QTY	UM	Net Price	Total
10		Thermolay Hot Asphalt and Sanding Machine per attached technical specification.		1	EA	103,500	103,500

Net Value	\$103,500.00
Plus Tax at	
_____ %	\$
Total Amount	\$103,500.00

TAX 298 10,143.00

113,643.00

Intent:

It is the intent of the City of Tacoma to purchase one (1) thermolay hot asphalt and sanding machine suitable for mounting on a 2015 4400 International cab and chassis, 37,000 GVW for Street Operations with the technical specifications contained in this request for bid. Bids must be signed and quotes must be for a thermolay hot asphalt and sanding machine that is in working order and ready to be placed into service upon delivery. Delivery is FOB Tacoma, WA, prepaid and included in the quoted price.

Required Specifications MAIN BODY:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Hopper capacity: 4 1/4 cu. yds.	X	
Insulation thickness: 2"	X	
Insulation type: High temp solid polystyrene	X	
Exterior insulation skin type: Bolted, 16 ga. steel	X	
Body construction: 3/16 H.R. Plate	X	
Hopper slope: 45 degrees	X	
Tool box location: Built into left side	X	
Tool box size: 78" long, 22" deep, 8" high	X	
Coat finish all powder	X	
Fasteners all stainless steel	X	

Required Specifications LIGHTING SYSTEM:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Sealed lighting system with LED	X	
Number of lights: 13 total	X	
Number of large stop, turn, tail: 4	X	
Number of red clearance lights: 5	X	
Number of amber clearance lights: 4	X	
Include common junction box and replaceable LEDs for ALL lights and use existing rear truck lights	X	

Required Specifications DISPENSING SYSTEM:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Auger - screw conveyor dispensing system type with 6" diameter - 4" spaced flights, hard surfaced 2 conveyor bearings	X	
Auger pipe size and thickness shall be 2" sch 80	X	
Conveyor drive mechanism: Hydraulic motor	X	
Delivery chute and pivots 180 degrees	X	

Required Specifications CONVEYOR DRIVE MOTOR:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Automatic 2 speed conveyor drive motor	X	

Conveyor drive reversible		
Automatic dual displacement conveyor drive motor 24 & 12 cu. in	X	
Automatic shift for dual displacement	X	
Speeds & torque for conveyor drive motor shall be 7800 in/lb & 120 RPM to 3700 in/lb & 240 RPM	X	

Required Specifications HEATING SYSTEM:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Main body heat system radiant heat transfer oil	X	
120 gallons oil capacity heat transfer	X	
960 lbs. total weight of heat transfer oil	X	
Heat source for operating hours shall be propane burner	X	
Non-operating hours heat source shall be 9 KW electric heater	X	
2 thermostats used to control heat	X	
Digital 3/4" display for radiant oil temperature thermometer	X	

Required Specifications PROPANE FUEL:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Horizontal fuel container, built into the main body, drivers side	X	
34 gallon fuel container capacity	X	
Fuel container level indicator located exterior, drivers side, standard quick fill and automatic 80% stop	X	

Required Specifications PROPANE BURNER:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
1 dual propane burner with Dual stage pressures: 10 oz. & 10 P.S.I.	X	
Burner B.T.U. output 350,00 @ 10 P.S.I., operated by same thermostat as electric heater	X	
Automatic 12 VDC burner ignition type	X	
Pilot-less ignition, automatic for re-ignition and 2 degree temperature drop	X	
Burner stops when fluid is dispensed	X	
Digital 3/4" LED display on thermostat	X	
High temperature, loss of flame, fluid dispensing safety shut-offs	X	
Conduit throughout for wiring	X	

Required Specifications ELECTRIC HEATER:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
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1 9 KW electric heater, single phase, 240 A.C. volts	X	
250 degrees heating capability above ambient operated by same thermostat as propane burner	X	
2 degrees temperature drop needed to start heater	X	
Digital 3/4" display on thermostat	X	
40 amps, 240 VAC single phase current used during operation, does not use truck current to operate	X	
Conduit throughout for wiring	X	

Required Specifications THERMOSTAT:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
2 digital 3/4" display thermostats, 1% @ 500 degrees accuracy, include ability to show actual temperature	X	
Thermostat operates both propane burner and electric heater	X	
Rear mounted digital 3/4" display radiant oil thermometer	X	

Required Specifications TEMPERATURE TIMED CONTROL:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Independent solid state time control, 24 hour - 14 day, 16 set times per day	X	
Automatically controls day and night temperature and has individual thermostats for day and night	X	

Required Specifications HAND TORCH:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
200,000 (BTU) heating capability, 1/4" X 15' long	X	
Right rear storage location	X	
2 on-off valves	X	

Required Specifications ASPHALT TACK OIL TANK:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
14 ga steel, 120 gallon emulsion tank, built into main body, with 1" insulation thickness	X	
Main body heat transfer oil tank heat source (non-working and working hours)	X	
Main body heat transfer oil temperature maximum tank temperature of heat source:	X	
Gear pump type located in insulated	X	

compartment	X	
Pump relief external return to tank	X	
Hydraulic motor pump drive	X	
4.9 cu. in. pump motor displacement	X	
Forward and reversing pump drive	X	
One valve cleaning system located rear at ground level with solvent spray	X	
3" fill size located on passengers side	X	
3" tank drain size	X	
Pump reverse to load tank	X	
Spring loaded hose reel	X	
Internal passengers rear hose reel location	X	
1/2" X 20' hose size and length, with 5' X 3/8" spray wand length and deadman spring loaded return spray wand valve.	X	
Digital 3/4" display thermometer to monitor tack oil temperature, located rear visible, range 0-600 degrees	X	
Safety burner shut-off when pump is operating	X	

Required Specifications ASPHALT TACK OIL PUMP:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
1 1/2" ports gear pump type	X	
Pump discharge rate: 20 GPM & 75 P.S.I.	X	
Pump mounting positioned inside insulated compartment	X	
Safety burner shut-off when pump is operating	X	

Required Specifications WASTE OIL TANK:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
10 gallon tank size, 16 ga steel, built into the passengers fender	X	
Spray wand drain built into the top of the tank	X	
Tank drain size: 1"	X	
Bottom rear tank drain location	X	

Required Specifications CLEANING FLUID SYSTEM:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
10 gallon tank size, 16 ga steel, located inside passengers fender	X	
Tank fill size: 2"	X	
Tank fill location above passengers fender	X	
Tank drain size: 1/2"	X	
12 VDC electric pump for cleaning	X	

tools/hopper, located inside tool box	X	
1/4" X 20' cleaning system hose size and length, on hose reel located internal passenger rear	X	
Deadman spring return cleaning system spray wand type	X	
Cleaning system cleans the tack oil system	X	
One valve at ground level for tack oil pump cleaning	X	

Required Specifications ANTI-BRIDGE BAR:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Hydraulic motor anti-bridge bar located above the auger screw conveyor with hydraulic motor displacement of 12 cu.in	X	
2" sch 40 pipe anti-bridge bar construction	X	
3 anti-bridge bar bearings, with end bearings high temperature flange bearings and center bearings high temperature pillow block type	X	

Required Specifications HYDRAULIC SYSTEM:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Closed center Hydraulic system with hydraulic piston pump located on PTO of transmission	X	
Direct mount drive shaft	X	
Pump rating: 18 GPM & 2,400 PSI @ 800 RPM	X	
30 gallon hydraulic tank 16 ga steel located drivers side under tool box	X	
100 micron hydraulic discharge filter in system	X	
10 micron hydraulic suction strainer in system	X	
Suction shut-off valve at tank	X	
Sight gauge and thermometer in tank	X	
Fill cap vented and spill proof	X	
1 control valve bank on machine	X	
Electric hydraulic control valve bank	X	
Sealed solenoid	X	
10 section in control valve bank	X	
Manual overrides	X	
Pressure gauge on control valve	X	
Hydraulic system includes a flow meter	X	
Rear flow meter location	X	
Crimp fittings in system	X	

Required Specifications	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
HYDRAULIC BREAKER:		
72# weight class of breaker	X	
Vibration resistant equipment:		
Handles and tool foot	X	
Hex size: 1 1/8"	X	
Tools supplied: 5" Asphalt spade and size 6 tamping shoe	X	
Detachable shank on tamping shoe	X	
3/4" & 1/2" breaker hydraulic fluid supply hose	X	
25' hose length on hose reel located internal passengers side	X	
Passengers rear breaker storage location	X	

Required Specifications	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
VIBRATORY ROLLER COMPACTOR:		
Bomag vibratory roller compactor model BW 55E	X	
4 hours power Honda plate compactor engine, with manual start	X	
Compactor engine has loss of oil shut-down, 22" diameter roller size, 355 lbs. operating weight	X	

Required Specifications	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
HYDRAULIC LIFT FOR ROLLER:		
Designed to accommodate vibratory roller compactor	X	
Bomag BW 55E vibratory roller type	X	
Automatic self-locking method for securing roller to lift	X	
22" roller width	X	
Hydraulic lift type, 10" lift stroke, located drivers side front	X	
Positive lock in the "UP" position with manual "UP" capability	X	

Required Specifications	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
HYDRAULIC INSULATED DOORS:		
18" door width per section quad door, with bi-fold hinges	X	
22" full open door height above main body	X	
1" door thickness with high temperature solid polystyrene insulation	X	
Door opening size: 52" X 105" v-shaped	X	
Continuous piano stainless steel	X	

door hinge type, welded	X	
Reinforced buna-n material door hinge protection method	X	
Stainless steel door pivot hinge material type	X	
Sealed roller bearing hinge	X	
6 -- 3 door pivot hinges on each side of machine	X	
Door runs in guide track	X	
Sealed roller bearings guide track roller type	X	
Self-cleaning wiper between door and frame	X	
Reinforced buna-n material where doors meet in center:	X	
2 door cylinders	X	
Position of cylinders centered	X	
Interior 2" X 8" x 1 3/8" rod cylinders, enclosed, high temperature teflon shielded	X	
750 psi pressure relief for both doors	X	
Door frame includes 3 clearance lights	X	

Required Specifications DIRECTIONAL ARROW BOARD/STROBE:	<input checked="" type="checkbox"/> As Specified	Describe Bld Exceptions
20" X 96" arrow board located in front of the main body behind cab, visible from front and rear with 1500 candle power amber lights 10 front, 10 rear, in cab controls	X	
24" arrow board distance from front of main body	X	
36" arrow board distance from back of truck cab	X	
Independent Front and Rear Control	X	
Bright and dim control	X	
Left and right arrow patterns	X	
Left and right bar patterns	X	
650,000 candle power amber strobe located on arrow board between arrows, 80 flashes per minute	X	
Strobe activation switch located in-cab in arrow board control panel	X	
Arrow board hydraulically raised and lowered, 36" arrow board raise height	X	
Arrow board height above ground when down even with top of truck cab	X	
2 1/2" X 36" arrow board cylinder size	X	

Required Specifications SPOILS BINS:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
2 - 2 cu. yd total bins capacity, constructed of 10 ga. hr plate, located behind cab outside of truck frame	X	
Hydraulic independent bin dumping method	X	
Sealed roller bearing bin pivot type	X	
Loading height 40" - truck frame height above ground	X	

Required Specifications TOOL STORAGE RACK:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
4 tools - shovels, rakes or brooms tool capacity mounted on drivers side rear, solid and bolted	X	

Required Specifications AUTOMATIC HOPPER CLEAN SYSTEM:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Timed controlled automatic spray type, sprays entire surface front and rear	X	
Controlled from ground level	X	
Stops propane burner while cleaning	X	
Uses existing cleaning system tank	X	
Uses independent pump	X	
Removable spray nozzles	X	
Cannot be damaged during loading of asphalt	X	

Required Specifications SAFETY FEATURES:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
External access equipment required for hopper		Easy operator access to hopper NO external access equipment required
Burner stops on ANY fluid spray	X	
Visual and audible warning ANY movement	X	
Amber strobe visual lift down warning	X	
Auger and anti-bridge stop if doors open	X	

Required Specifications ACCESSORIES and DATA:	<input checked="" type="checkbox"/> As Specified	Describe Bid Exceptions
Service, parts, and troubleshooting manuals	X	
Years manufacturing this type of machine	35	
Years manufacturing this model	24	

Additional items to be considered with bid package

<u>Item description</u>		<u>Cost</u>
Delete directional arrow board	<u>deduct</u>	\$ 1500.00
Delete hydraulic tool circuit	<u>deduct</u>	\$ 1000.00
Delete hydraulic roller compactor	<u>deduct</u>	\$ 6200.00
Delete hydraulic pavement breaker	<u>deduct</u>	\$ 2700.00
Add 2" bal valve to tack tank drain	<u>add</u>	\$ 172.50
Add 60 gallon gravity water tank	<u>add</u>	\$ 350.00
Tool storage loops below water tank	<u>add</u>	\$ ---
Add customer supplied top light	<u>add</u>	\$ ---
Add asphalt rake (lute) holders	<u>add</u>	\$ ---
Add j hooks for sign stands	<u>add</u>	\$ ---
Add tar bucket rack	<u>add</u>	\$ ---
Add rear elevator in lieu of front elevator	<u>add</u>	\$ ---
Labor	<u>add</u>	\$ 7118.70

Sustainability

The City has an interest in sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

1. Have you incorporated sustainability into your everyday business practices? Y/N Please describe

#1

Yes. At our company, we recycle cans, paper, and plastic, both in the office and in the shop. Waste oil, batteries, etc. are properly disposed of.

#2

Because of the Thermo-Lay's radiant oil thermostatically controlled asphalt management system you can keep hot-mix overnight, turn stockpiled cold-mix into hot-mix, and dissolve wasted asphalt overnight. No asphalt mix or tack oil need ever be wasted.

The Thermo-Lay is capable of operating with 2 fuel sources, CNG and LPG, and is compatible with the new hybrid trucks (Freightliner and International). When mounted on a CNG powered truck, with the flip of a switch, the unique burner system consumes the trucks CNG or LPG from the build-in 34 gallon LPG tank.

The release agent which sprays the entire inner surface of the hopper to keep it clean and lubricated is biodegradable. The cleaning fluid used on the machine, and for cleaning the tools, is also biodegradable and non-caustic.

#3

N/A

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 1 – SOLICITATION**

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

Submittal packages must be received by the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. ~~Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package.~~ City offices are not open for special mail or other deliveries on weekends and City holidays.

Faxed submittals are accepted, however, the City accepts no responsibility for transmission errors. Submittals may be delivered to the City by mail or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.**

~~Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.~~

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Division prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

Submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new submittals.

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to

the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all respondents in connection with this RFP process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.
12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.
13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

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

A. Evaluation Factors

In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible submittal:

1. Compliance with the Specification and with applicable City requirements, including but not limited to, the City's Ethics Code and its Historically Under-utilized Business and Local Employment and Apprenticeship programs.
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

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

B. Cash Discount

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at www.TacomaPurchasing.org. Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

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

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

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

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

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

C. City of Tacoma Business and Occupation Tax

It is the Respondent's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; this shall not be shown separately on the submittal.

Sub-Title 6A of the City of Tacoma Municipal Code provides that all transactions with the City of Tacoma, wherever consummated, are subject to the City of Tacoma's Business and Occupation Tax.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website <http://www.cityoftacoma.org/Page.aspx?nid=201>.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

1.17 PUBLIC DISCLOSURE

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

1.18 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

If the Respondent considers any submittal document to be protected from disclosure under the law, the Respondent shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.

If a request is made for disclosure of such identified documents or portions thereof, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent 10 days to take whatever action it deems necessary to protect its interests. The City will cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma's Title VI coordinator at 253-502-8072 for additional information.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.23 AWARD

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

1.24 FINAL AWARD DETERMINATION

The Tacoma City Council or Public Utility Board, for awards over \$200,000, shall be the final judge as to which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma to accept. The purchasing manager makes the determination for awards of \$200,000 and less.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SUPPLIES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 SUPPLIER

As used herein, the "Supplier" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Seller, Vendor, Proposer, Bidder, Contractor, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Supplier's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent Supplier invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 APPROVED EQUALS

Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.

The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the Supplier's expense.

When a brand name or level of quality is not stated in the Supplier's submittal, it is understood the Supplier's submittal shall exactly confirm with those required in this Contract. If more than one brand name is stated in this Specification, Supplier(s) must indicate the brand and model/part number to be supplied.

2.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.

B. Delivery

Delivery will be to the designated addresses set forth in this Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except holidays. Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Supplier's expense except in the case of force majeure.

2.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.06 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. 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.

2.07 INCREASE OR DECREASE IN QUANTITIES

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

2.08 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.09 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in this Contract.

2.10 COMPARATIVE PRICING

If at any time during the term of this Contract, the Supplier reduces prices to other buyers purchasing approximately the same quantities stated on this Contract, the Supplier will immediately notify the City of Tacoma purchasing manager of such fact, and the price(s) for future orders hereunder shall be reduced accordingly.

2.11 CHANGES

The City at any time by written change order may make reasonable changes in the place of delivery, installation or inspection, the method of shipment or packing, identification and ancillary matters that the Supplier may accommodate without substantial additional expense.

2.12 COOPERATIVE PURCHASING

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

2.13 WARRANTIES/GUARANTEE

Suppliers warrant that all items: are merchantable; comply with the City's latest drawings and specifications; are fit for the City's intended use; are new and unused unless otherwise stated; comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products

Safety Act, and all other applicable state and federal laws or agency regulations; are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

2.14 PATENTS, TRADEMARKS AND COPYRIGHTS

The Supplier warrants that the equipment and/or materials furnished pursuant to this Contract do not infringe on any patent, trademark or copyright, and agrees to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

2.15 DEFAULT

In the event of material default by the Supplier on any of the conditions of this Contract, the Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due the Supplier, or collect against the bond or security (if any), or may invoice and recover from the Supplier all costs paid in excess of the price(s) set forth in this Contract. The prices paid by the City in good faith shall be considered the prevailing market price at the time such purchase is made.

2.16 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Supplier acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

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

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event the Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Supplier's total compensation.

2.17 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

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

2.18 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

2.19 NONDISCRIMINATION

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

2.20 PREVAILING WAGES PAID -- IF REQUIRED

If federal, state, local or any applicable law requires the Supplier to pay prevailing wages in connection with this Contract, and Supplier is so notified by the City, then the Supplier shall pay applicable Prevailing Wages.

2.21 CONFLICT OF INTEREST

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

2.22 RIGHT TO AUDIT

Upon City's request, the Supplier shall make available to City all accounts, records and documents related to this Contract for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

2.23 TERMINATION

The City reserves the right to terminate this Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials or equipment previously furnished hereunder shall become its property.

2.24 INDEMNIFICATION – HOLD HARMLESS

The Supplier agrees to indemnify, defend and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including the Supplier's or subcontractor's employees), or damage to property involving the Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of this Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, the Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By the Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

2.25 PUBLIC DISCLOSURE

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

2.26 DISPUTE RESOLUTION

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

2.27 GOVERNING LAW AND VENUE

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

2.28 ASSIGNMENT

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

2.29 WAIVER

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

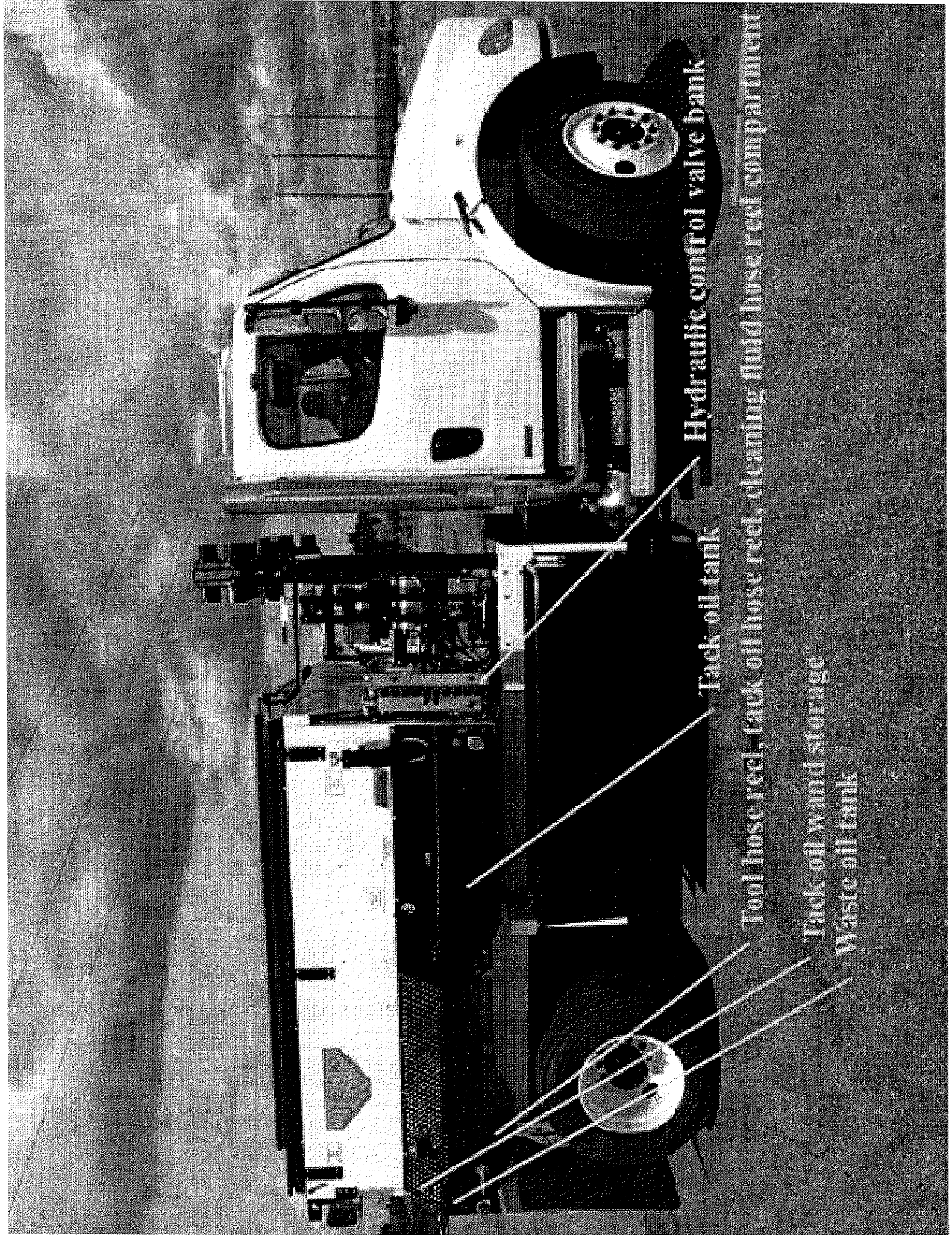
2.30 SEVERABILITY AND SURVIVAL

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

2.31 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Supplies, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Supplies, are fully incorporated into and considered part of the Contract.

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Hydraulic control valve bank

Tack oil tank

Tool hose reel-tack oil hose reel, cleaning fluid hose reel compartment

Tack oil wand storage

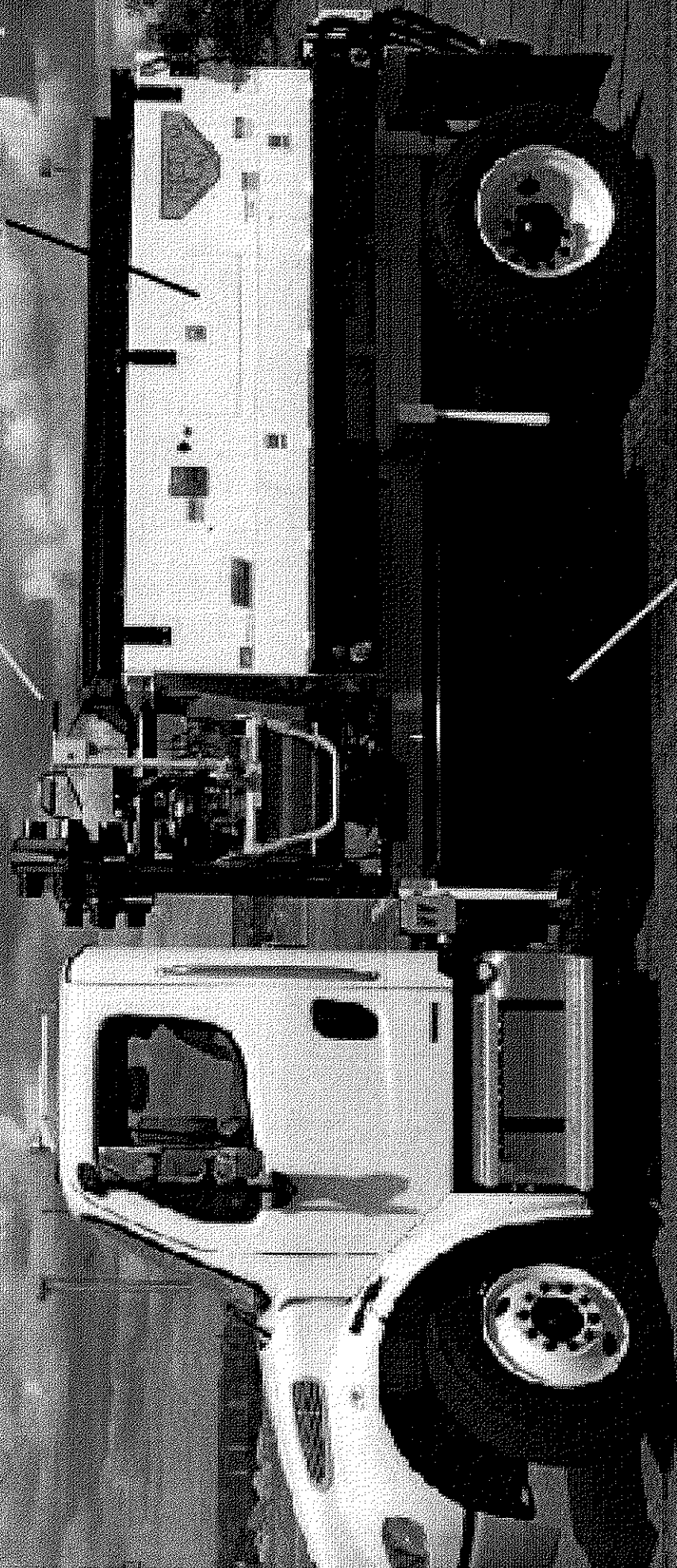
Waste oil tank

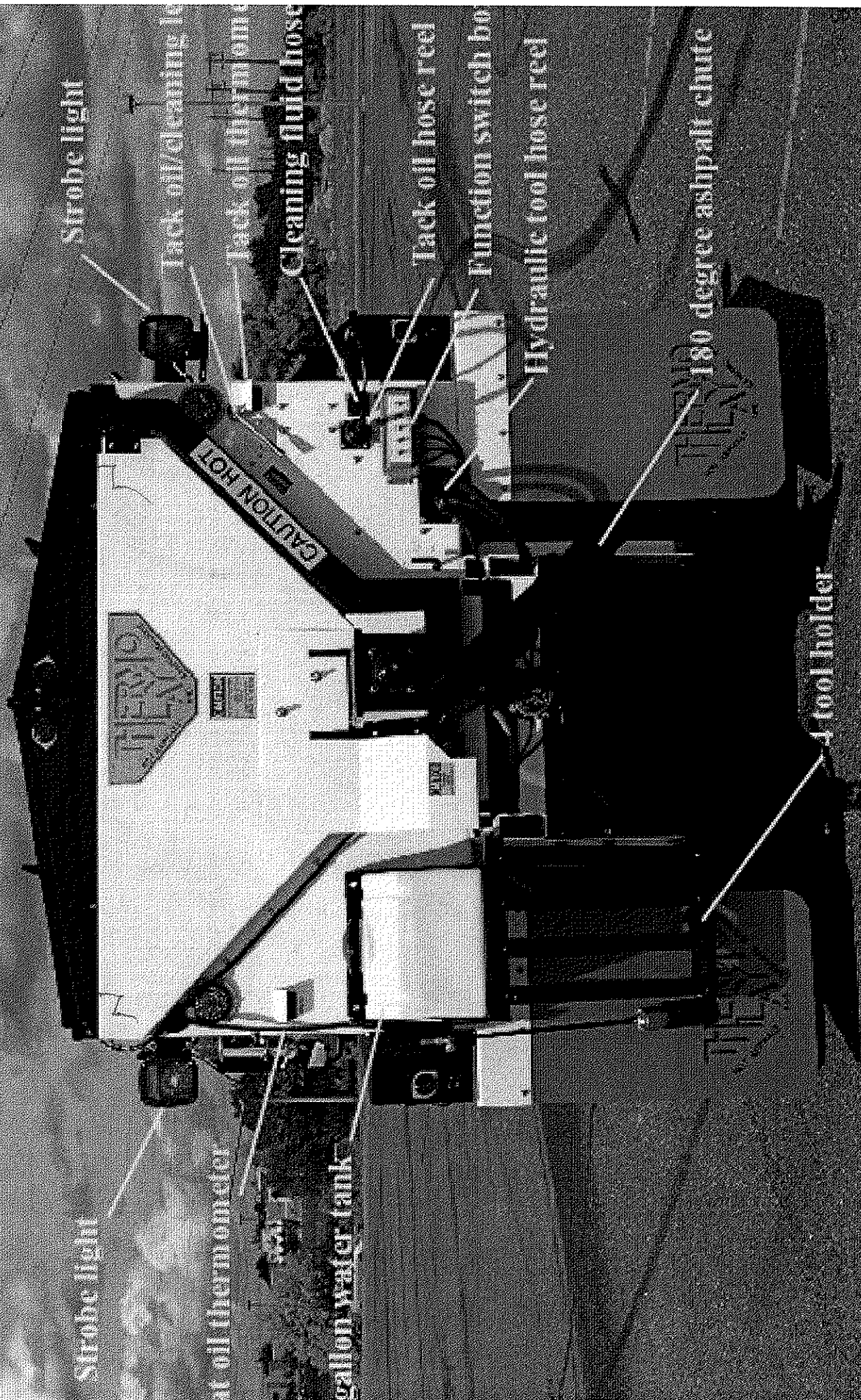
Aluminum board

Roller and lift

4-gallon propane

1+ cubic yard trash spoils bin





Strobe light

Tack off/cleaning thermometer

Tack off thermometer

Cleaning fluid hose

Tack off hose reel

Function switch box

Hydraulic tool hose reel

180 degree asphalt chute

Tool holder

Strobe light

Tack off thermometer

Tack off thermometer

Cleaning fluid hose

Tack off hose reel

Function switch box

Hydraulic tool hose reel

180 degree asphalt chute

Tool holder