



PORT OF TACOMA
INVITATION TO BID (ITB)
No. 104273
Zero Emission Terminal Yard Truck and
Charging Unit
 Issued by
 Port of Tacoma
 One Sitcum Plaza
 P.O. Box 1837
 Tacoma, WA 98401-1837

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

ITB INFORMATION	
Contact:	Alex Compton, Procurement
Email Addresses:	procurement@portoftacoma.com
Phone:	253-888-4741
Deadline for Questions	JULY 10, 2024 @ 2:00 PM (PST)
Bid Submittal Deadline	JULY 17, 2024 @ 2:00 PM (PST)

**PLEASE SUBMIT ALL QUESTIONS AND BIDS
 VIA THE PROCUREMENT PORTAL**

(LINK LOCATED ON THE LEFT SIDE OF THE PROCUREMENT PAGE)

THE PORT OF TACOMA
Invitation to Bid (ITB) # 104273
Zero Emission Terminal Yard Truck and Charging Unit

In this solicitation the Port of Tacoma seeks to obtain one Zero Emission Terminal Yard Truck with Charging Unit as detailed in the specification matrix of this ITB. This truck will support the Port terminal operations. To comply with granting agency requirements, zero emissions means powered entirely by electricity or hydrogen. Hybrid models are not eligible. Buy America Buy American (BABA) requirements do not apply to this purchase or grant funding.

The Port intends to apply both federal and state funding to this purchase. All work must be performed in accordance with associated grant requirements. Therefore, the contract that results from the ITB and various work packages will be subject to the Terms and Conditions of each grant. See "Attachment B" for the generic Terms and Conditions required by the Port of Tacoma and WA Department of Ecology. See "Attachment C" for Federal Grant flow down Terms and Conditions.

To the extent of any conflict or inconsistency in the terms of this agreement, the, precedence shall be given to the terms to the extent of the conflict or inconsistency in the following order:

- a. Federal Grant "Flow Down" Clauses (Attachment "C")
- b. WA Department of Ecology and Port of Tacoma Terms (Attachment "B")
- c. Port of Tacoma Purchase Order Terms and Conditions

A. BACKGROUND

The Port of Tacoma is a major center for container cargo, bulk, break-bulk, autos, and heavy-lift cargo. Created by Pierce County citizens in 1918, the Port has become one of the largest container ports in North America and one of the top 50 in the world. The Port manages a diverse set of business operations relating to maritime trade. To learn more about the Port of Tacoma, visit www.portoftacoma.com.

The Port anticipates awarding one (1) contract to the selected organization and does not anticipate multiple awards. Regardless, the Port reserves the right to make multiple or partial awards.

The Port's Standard Terms and Conditions are included as Attachment B to this ITB. By submitting a bid, the Bidder represents that it has carefully read and agrees to be bound by the Port's Standard Terms and Conditions. Identify during the question submittal and response period, any sections you consider onerous, clarify why you consider these sections onerous, propose alternative language and describe why it is in the Port's best interests to adopt the alternative language.

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

Port of Tacoma reserves the right to reject any and all bids, to waive any informality in bids and to accept any item in the bid.

B. SOLICITATION OBJECTIVES:

Through this ITB the Port will consider bids from all qualified agencies. It is the intent of the Port that the Zero Emission Terminal Yard Truck and Charging Unit meet or exceed the specification requirements stated in Attachment D (Specification Requirements).

The Port expects to achieve these outcomes through this solicitation:

- To obtain quality Zero Emission Terminal Yard Truck and Charging Unit which meets or exceeds specifications;
- Ready access to warranty support and repair parts;
- Using environmentally preferable products;
- Get the best value; and
- Accurate and timely invoicing.

C. SPECIFICATIONS:

See Attachment D for specifications on the Zero Emission Terminal Yard Truck and Charging Unit.

Repair Facilities

The bidder shall provide by attached letter a list of authorized factory repair facilities, which will honor the warranty of items on contract. The list will include the facility name(s), address, telephone number, and contact person. Evidence showing qualifications of each facility to perform maintenance must be included:

- Nature and extent of factory authorized training received and years of qualifying service on the equipment.

Bids submitted from manufacturers that require service through dealer outlets must include a letter signed by each dealer certifying full understanding and compliance with bid and servicing requirements.

Warranty Services and Performance:

Equipment suppliers must provide technical support and reasonable equipment modifications for 90 calendar days after the date the equipment is reported in service per manufacturer and/or factory warranty requirements. This is to ensure that the purchased equipment can perform the specified operational functions.

Bidders/Suppliers must include, as part of the bid, the factory and/or manufacturer's warranty, which shall cover 100% parts and labor for the entire unit. This warranty must be honored by all authorized factory and/or manufacturer's dealerships.

Supplier shall be liable for all costs associated with warranty repair(s), including, but not limited to, materials, parts, labor, and transport of equipment disabled due to the failure of the equipment during the warranty period.

Warranty coverage will not commence until the date the completed equipment is placed into service as reported by Port under the warranty requirements, or 30 days after final payment for the equipment, whichever occurs first.

The equipment Bidder/Supplier must be capable of and will be liable for providing repair parts and supply support for ten (10) years after the delivery date of the equipment.

During the warranty period Supplier must begin physical repairs on equipment failures within 72 hours after PORT has notified the Supplier of an equipment failure. Should the Supplier fail to begin equipment repairs within 72 hours after notification, PORT may elect (based on operational requirements) to make the warranty repairs. Should PORT elect to make such warranty repairs, the Supplier agrees to fully reimburse PORT for all parts, materials, labor, shipping and travel costs incurred by PORT for such warranty repairs. PORT shall provide Supplier with a detailed invoice, and Supplier agrees to pay the PORT within thirty days (30) after receipt of the invoice.

During warranty period the Supplier may, upon notification of a warranty failure, authorize PORT equipment repair technicians to make warranty repairs when it advantages to PORT and the Supplier. The Supplier shall reimburse PORT for all costs associated with the warranty repair.

D. INSTRUCTIONS, INFORMATION, AND COMMUNICATION:

Bid Procedures and Process

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

Communications

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

Alex Compton
(253) 888-4741

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

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

Questions

Contractors are encouraged to submit questions they may have regarding this procurement. Getting answers during the procurement process allows Contractors to make a more informed bid offer. Questions are to be submitted to the ITB Coordinator by the date and time on page 1, to allow sufficient time for the Port ITB Coordinator to consider the question before the bids are due. The Port requires such questions to be submitted thru the **procurement portal**. Failure to request clarification of any inadequacy,

omission, or conflict will not relieve the Contractor of any responsibilities under this Bid or any subsequent contract.

Changes to the ITB/Addenda

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

Receiving Addenda and/or Question and Answers

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

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

All Bids sent to the Port shall be compliant to all Addendums, with or without specific confirmation from the Contractor that the Addendum was received and incorporated. However, the ITB Coordinator can reject the Bid if it does not reasonably appear to have incorporated any published addendum. The ITB Coordinator could decide that the Contractor incorporated the Addendum information or could determine that the Contractor failed to incorporate the Addendum changes and that the changes were material so the ITB Coordinator must reject the Offer, or the ITB Coordinator may determine that the Contractor failed to incorporate the Addendum changes but that the changes were not material and therefore the Bid may continue to be accepted by the ITB Coordinator.

Dealer Authorization

1. Bidders, if other than the manufacturer, shall provide a current, dated, and signed authorization from the manufacturer that the bidder is an authorized distributor, dealer or service representative and may sell the manufacturer's products. Failure to comply with this requirement may cause bid rejection.
2. The Bidder, if the manufacturer, shall provide a list of authorized dealers for goods ordered (this is separate from authorized repair facilities however a facility could be both). These dealers should be company-owned distributors, franchised dealers or retail outlets within the 50-mile radius of Tacoma, WA.

Submittal Requirements

This section details Port procedures for bid submittal.

1. The format should follow closely that requested in this ITB.

2. Contractors have full responsibility to ensure the response arrives at the Port within the deadline. Late bids will be rejected.

Electronic Submittal

Bids must be received via the procurement portal on or before the date and time outlined on the front page of this proposal.

Procurement Submission Portal Instructions: Navigate to the procurement web page (referencing the bid number and name) via the following link Procurement | Port of Tacoma. While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).

Full instructions on how to utilize the submission portal can be found on the Port's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

It is the bidders' responsibility to verify the receipt of the submittal. Electronic verification will be provided. *Late bids will not be accepted by the Port. Bids received after the stated date and time will not be reviewed and shall be deemed non-responsive. All bids submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

Bid Opening

The Bids shall be accessed by the ITB coordinator after the due date and time indicated. Initial results will be posted online shortly thereafter

Bid and Price Specifications

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

Do Not Submit Extra Comments, Explanations, Information or Changes

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

Partial and Multiple Awards

Unless stated to the contrary in the Solicitation, the Port reserves the right to name a partial and/or multiple awards, in the best interest of the Port. Contractors are to prepare pricing and offers given the Port's intention to utilize the right to a partial or multiple

awards, in the best interest of the Port. Further, the Port may eliminate an individual line item when calculating award, to best meet the needs of the Port, if a particular line item is not routinely available or is a cost that exceeds the Port funds.

Prompt Payment Discount

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

Interlocal Purchasing Agreements

This is for information only and consent of the Contractor and will not be used to determine award. RCW 39.34 allows cooperative purchasing between public agencies, nonprofits, and other political subdivisions. Public agencies that file an Intergovernmental Cooperative Purchasing Agreement with the Port of Tacoma may purchase from Contracts established by the Port. The seller agrees to sell additional items at bid prices, terms, and conditions, to other eligible governmental agencies with 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 Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon Offer.

Contract Terms and Conditions

Contractors are to carefully review all specifications, requirements, Terms and Conditions, and insurance requirements. Submittal of a response is agreement to all Terms and Conditions. All specifications, requirements, terms, and conditions are mandatory, and all submittals should anticipate full compliance with no exceptions to these Terms and Conditions.

Incorporation of ITB and Bid in Contract

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

Effective Dates of Offer

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

Cost of Preparing Bids

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

Contractor Responsibility to Examine Documents

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

Contractor Responsibility to Provide Full Response

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

Do Not Attach Additional Materials with your Bid

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

Changes or Corrections to Bids

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

Errors in Bids

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

Withdrawal of Bid

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

Rejection of Bids and Rights of Award

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

Bid Disposition

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

Minority & Women's Business Enterprises (WMBE)

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

business community.

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

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

Proprietary or Confidential Information

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

The Port's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as Purchasing retains Contractor's information in the Purchasing records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

Requesting Disclosure of Public Records

The Port asks Contractors/Sub-Contractors and their companies to 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 cancellation or re-solicitation. With this preference stated, the Port will continue to respond to all requests for disclosure of public records as required by State Law.

No Gifts and Gratuities

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

No Conflict of Interest

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

E. BID SUBMITTALS:

a) **Legal Name:** Submit a certificate, copy of webpage, or other documentation from the Corporation Commission in which you incorporated that shows your legal name as a company. Many companies use a “Doing Business As” name or a nickname in their daily business. However, the Port requires the legal name of your company, as it is legally registered. When preparing all forms below, use the proper company legal name. Your company’s legal name can be verified through the State Corporation Commission in the state in which you were established, which is often within the Secretary of State’s Office for each state at <http://www.coordinatedlegal.com/SecretaryOfState.html>.

b) **Specification Sheet and Bid Offer Form:** These responses are mandatory.

Submittal Checklist

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

Cover Sheet	Optional
Legal Name	Important
Attachment D – Specification Sheet	Mandatory
Attachment E - Bid Offer & Non-Collusion Form	Mandatory

Attachments:

ATTACHMENT A – SUBMITTAL INSTRUCTIONS

ATTACHMENT B – PORT & WA DEPT of ECOLOGY REQUIRED TERMS

ATTACHMENT C – FEDERAL GRANT “FLOW DOWN” CLAUSES

ATTACHMENT D – SPECIFICATION SHEET (REQUIRED)

ATTACHMENT E – OFFER SHEET (REQUIRED)

ATTACHMENT “A”
SUBMITTAL INSTRUCTIONS

PROCUREMENT PROCESS

SOLICITATION TIMELINE:

Issuance of Solicitation	MAY 28, 2024
Last Day to Submit Questions	JULY 10, 2024 @ 2:00 PM (PST)
Bid Packets Due	JULY 17, 2024 @ 2:00 PM (PST)
Review/Shortlist*	JULY 18, 2024
Interviews (if required)*	JULY 22, 2024
Final Selection*	JULY 23, 2024
Execute Contract*	JULY 29, 2024

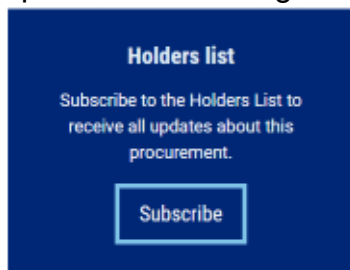
*Dates are tentative.

All status updates on the above solicitation timeline will be announced on the Port’s website for this solicitation.

VENDOR OBLIGATION

The NWSA and Port of Tacoma’s (Port) Invitation to Bid, Request for Proposals and Request for Qualifications can be accessed on the Port’s website, www.portoftacoma.com under ‘Business -> Contracting -> Procurement’.

When viewing the details page for this procurement on the Port’s Website firms have the option of subscribing to the Holder’s List.



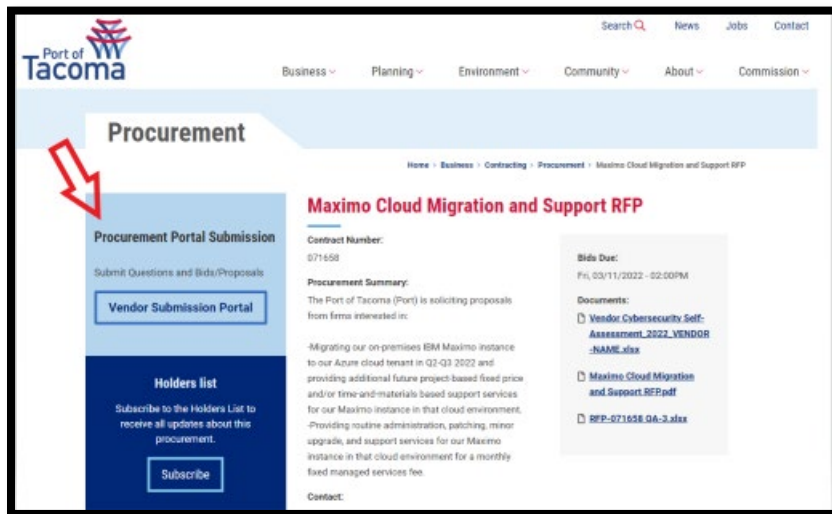
By subscribing to the Holder’s List, firms will automatically be notified when new documents or changes relating to this procurement occur.

***Only those who have subscribed to the Holder’s List will receive notifications throughout the procurement process, up until a firm is selected.**

COMMUNICATION / INQUIRES

Bidders who, relative to this scope of services, contact any individuals or Commission members representing the NWSA or the Port, other than the Procurement Representative listed on the solicitation may be disqualified from consideration.

Written questions about the meaning or intent of the Solicitation Documents shall only be submitted to the Procurement Department via the Procurement Portal (**Portal link is accessible via this specific procurements website. See left side of page.**)



Bidders who may have questions about provisions of these documents are to submit their questions by the date listed above. The NWSA/Port will respond to all written questions submitted by this deadline, and responses will be posted on the corresponding procurements website.

ADDENDA

The NWSA/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 NWSA/Port changes, revises, deletes, increases, or otherwise modifies the Solicitation, the NWSA/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 Holder’s List.

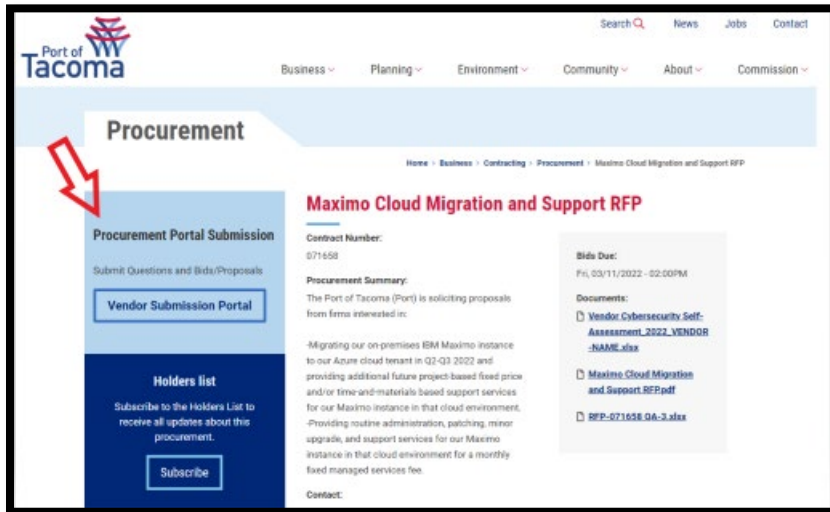
SUBMITTAL PROCESS

Electronic Submittal:

Bids must be received via the procurement portal on or before the date and time outlined on the front page of this proposal.

Procurement Submission Portal Instructions:

Navigate to this procurements web page (referencing the number and name) via the following link [Procurement | Port of Tacoma](#). While on the procurements page, click on the 'Procurement Submission Portal' link (located on the lefthand side of the page).



Full instructions on how to utilize the submission portal can be found on the Port's website, www.portoftacoma.com under 'Business -> Contracting -> Procurement'. See bold red heading above the bid search box "Bid and Question Submittal Instructions", to access the thorough instructions in PDF format.

Please submit bids, including all appendices and compensation in separate Adobe Acrobat PDF format. Submittals need to be limited to **9 MB in total email size**. Please provide one (1) non-redacted version of your PDF submittal. It is the **Consultant's responsibility to verify the receipt of the submittal. Electronic verification will be provided.**

***Late proposals will not be accepted by the NWSA/Port. Proposals received after the stated date and time will not be reviewed and shall be deemed non-responsive.**

All bids submitted shall be valid and binding on the submitting firm for a period of ninety (90) days following the submittal deadline and for any extension of time granted by the submitting firm.

Procedure When Only One Proposal is received

In the event that a single responsive proposal is received, the Proposer shall provide any additional data required by the NWSA/Port to analyze the proposal. The NWSA/Port reserves the right to reject such proposals for any reason.

GENERAL INFORMATION

News releases pertaining to this ITB, the services, or the project to which it relates, shall not be made without prior approval by, and then only in coordination with, the NWSA/Port.

COSTS BORNE BY PROPOSERS

All costs incurred in the preparation of a Proposal and participation in this ITB and negotiation process shall be borne by the proposing firms.

PROTEST PROCESS

A Bidder protesting for any reason the Bidding Documents, a Bidding procedure, the NWSA/Port's objection to a Bidder or a person or entity proposed by the Bidder, including but not limited to a finding of non-Responsibility, the Award of the Contract or any other aspect arising from or relating in any way to the Bidding shall cause a written protest to be filed with the NWSA/Port within two (2) business days of the event giving rise to the protest. (Intermediate Saturdays, Sundays, and legal holidays are not counted as business days.) The written protest shall include the name of the protesting Bidder, the bid solicitation number and title under which the protest is submitted, a detailed description of the specific factual and legal grounds for the protest, copies of all supporting documents, evidence that the apparent low bidder has been given notice of the protest, and the specific relief requested. The written protest shall be sent by email to procurement@portoftacoma.com

Consideration. Upon receipt of the written protest, the NWSA/Port will consider the protest. The Port may, within three (3) business days of the NWSA/Port's receipt of the protest, provide any other affected Bidder(s) the opportunity to respond in writing to the protest. If the protest is not resolved by mutual agreement of the protesting Bidder and the NWSA/Port, the Contracts Director of the Port or his or her designee will review the issues and promptly furnish a final and binding written decision to the protesting Bidder and any other affected Bidder(s) within six (6) business days of the NWSA/Port's receipt of the protest. (If more than one (1) protest is filed, the NWSA/Port's decision will be provided within three (3), but no more than six (6) business days of the NWSA/Port's receipt of the last protest.) If no reply is received from the NWSA/Port during the six (6) business-day period, the protest will be deemed rejected.

Waiver. Failure to comply with these protest procedures will render a protest waived.

Condition Precedent. Timely and proper compliance with and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

SMALL BUSINESS AND DISADVANTAGED BUSINESS OPPORTUNITIES

The Northwest Seaport Alliance encourages participation in all of its contracts by MWBE firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). Participation may be either on a direct basis in response to this solicitation/invitation or as a subcontractor to a Bidder/Proposer. However, unless required by federal statutes, regulations, grants, or contract terms referenced in the contract documents, no preference will be included in the evaluation of bids/submittals, no minimum level of MWBE participation shall be required as a condition for receiving an award and bids/submittals will not be rejected or considered non-responsive on that basis. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. The selected firm will be required to show evidence of outreach.

PUBLIC DISCLOSURE

Proposals submitted under this Solicitation will be considered public documents and, with limited exceptions, will become public information and may be reviewed by appointment by anyone requesting to do so following the conclusion of the evaluation, negotiation, and award process. This process is concluded when a signed contract is completed between the NWSA/Port and the selected Consultant.

If a firm considers any portion of its response to be protected under the law, the vendor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET" on each page for which the protection is sought. If a request is made for disclosure of such portion, the NWSA/Port will notify the vendor of the request and allow the vendor not less than ten (10) days to seek a protective order from the Courts or other appropriate remedy and/or waive the claimed confidentiality. Unless such protective order is obtained and provided to the NWSA/Port by the stated deadline, the NWSA/Port will release the requested portions of the proposal. By submitting a response the vendor assents to the procedure outlined in this paragraph and shall have no claim against the NWSA/Port on account of actions taken under such procedure.

RIGHT TO CANCEL

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

EXPANSION CLAUSE

Expansion of scope of this contract may occur when, in the opinion of the Port Contracts and Purchasing Department, the circumstances meet these criteria:

- (a) It could not be separately bid;
- (b) The change is for a reasonable purpose;
- (c) The change was not reasonably known to either the Port or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law);
- (d) The change is not significant enough to reasonably regard it as an independent body of work;
- (e) The change could not have attracted a different field of competition; and
- (f) And the change does not vary the essential identity or main purpose of the contract.

Agreement to such a contract modification must be mutual. Only the Port Contracts and Purchasing department has the authority make such agreements on behalf of the Port. No other Port department has the authority to make such written notices. Written formal notices will document all expansions. The Port Purchasing shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Port purchasing manager.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, exercising options and alternates in the bid, or ordering of

work originally identified within the originating solicitation. Approval of such changes will be by written order issued by the ITB Coordinator.

PROHIBITION ON ADVANCED PAYMENTS

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

TAXES ON INVOICE

Contractors shall calculate and enter the state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in under [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.

INVOICING

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

PRICE PROTECTION

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

NO ADDITIONAL CHARGES

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

SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of 30 calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be a material breach establishing grounds for Contract termination. The Contractor shall be responsible for ensuring that all requirements of the Contract shall flow down to all Subcontractors. The existence of a Subcontract shall not operate to release or reduce

the liability of Contractor to the Port of Tacoma for any breach in the performance of the Contractor's duties.

SPECIFICATIONS BY REFERENCE

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

QUALITY OF LABOR AND MATERIALS

The entire work shall be done in every in a good substantial and workman like manner, fully up to the standards of first-class work of this manner.

SUBSTITUTIONS

The product, equipment, materials, or methods described or noted within the bidding documents are to establish a standard of quality, function, appearance, and dimension, and shall be deemed to be followed by the words "or equal". A proposed substitute shall have approved equal attributes and the Port shall be the sole judge of the equality of the product, equipment, materials, or methods offered in the substitution.

TIME

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

EXTENSION OF TIME

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

CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor has authorization to sell under this Contract, only those services stated and allowed for by this Contract. Contractor shall not represent to any Purchasers they have the Contract authority to sell any other materials, supplies, services, and/or equipment. Further, Contractor may not intentionally infringe on other established Port Contracts.

ATTACHMENT "B"

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

1. **Entire Agreement:** The Contract represents the entire and integrated agreement between the Port and the Vendor. It supersedes all prior discussions, negotiations, representations or agreements pertaining to the Work, whether written or oral. In the event of a conflict between the contract documents and applicable laws, codes, ordinances, regulations or orders of governmental authorities having jurisdiction over the work or any portion thereof, or in the event of any conflict between such applicable laws, codes, ordinances, regulations, or orders, the most stringent requirements of any of the above shall govern and be considered as a part of this Contract in order to afford the Port the maximum benefits thereof. The contract documents which set forth the rights and responsibilities of the Port and the Vendor with respect to this contract shall be construed in accordance with the laws of the State of Washington. Venue for any action between the Port and the Vendor, arising out of or in connection with this contract shall be in Pierce County, Washington. The contract includes 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.

2. **Definitions:** "Buyer" means Port of Tacoma. "Seller" means the party with whom Buyer is contracting and any reference to "vendor", "subcontractor", "contractor" 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.

3. **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.

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

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

6. **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 anytime.

7. **Brands:** When a special brand is named it shall be construed solely for the purpose of indicating the standard of quality, performance, or use described.

Brands of equal quality, performance and use shall be considered, provided Seller specifies the brand and model and submits descriptive literature, when available. Any bid containing a brand which is not equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid.

8. **Changes:** No alteration in any of the terms, conditions, delivery, prices, quality, quantities, or specifications of this order will be effective without written order of the Purchasing Manager.

Unauthorized substitutions will be made entirely at Seller's risk and, at Buyer's option, may be returned without prior authorization at Seller's expense.

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

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

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

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

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

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

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

16. **Nondiscrimination:** The Seller agrees not to discriminate against any client, employee or applicant

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

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

18. **Payments, 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.

19. **Prices:** Seller agrees that goods shall be billed at the lowest price at which it offers to sell or sells goods of the same description at or before time fixed in this order for shipment, if price is not stated on this order.

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

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

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

23. **Shipping Instructions:** Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. When shipping addresses specify room numbers, Seller shall make such delivery thereto

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

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

25. **Termination for Convenience:** The Port may terminate this contract at any time for government convenience, in which case it shall provide notice to the Seller and reimburse the Seller for its costs and fees incurred prior to the notice of termination.

26. **Termination for Default:** 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.

27. **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.

28. **Certification Regarding Suspension, Debarment, Ineligibility or Voluntary Exclusion:** .

1. The RECIPIENT/CONTRACTOR, by signing this agreement, certifies that it is not suspended, debarred, proposed for debarment, declared ineligible or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the RECIPIENT/CONTRACTOR is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot.

2. The RECIPIENT/CONTRACTOR shall provide immediate written notice to ECOLOGY if at any time the RECIPIENT/CONTRACTOR learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

3. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact ECOLOGY for assistance in obtaining a copy of those regulations.

4. The RECIPIENT/CONTRACTOR agrees it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under the applicable

Code of Federal Regulations, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction.

5. The RECIPIENT/CONTRACTOR further agrees by signing this agreement, that it will include this clause titled "CERTIFICATION REGARDING SUSPENSION, DEBARMENT, INELIGIBILITY OR VOLUNTARY EXCLUSION" without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

6. Pursuant to 2CFR180.330, the RECIPIENT/CONTRACTOR is responsible for ensuring that any lower tier covered transaction complies with certification of suspension and debarment requirements.

7. RECIPIENT/CONTRACTOR acknowledges that failing to disclose the information required in the Code of Federal Regulations may result in the delay or negation of this funding agreement, or pursuance of legal remedies, including suspension and debarment.

8. RECIPIENT/CONTRACTOR agrees to keep proof in its agreement file, that it, and all lower tier recipients or contractors, are not suspended or debarred, and will make this proof available to ECOLOGY before requests for reimbursements will be approved for payment.

RECIPIENT/CONTRACTOR must run a search in <<http://www.sam.gov>> and print a copy of completed searches to document proof of compliance.

Attachment "C"

"FLOW-DOWN" CLAUSES APPLICABLE TO PURCHASE ORDERS OR AGREEMENTS INVOLVING FUNDS FROM A FEDERAL GRANT

This Agreement/Order involves the use of funds from a Federal government grant or cooperative agreement—or funds from a subcontract at any tier relating to a Federal government grant or cooperative agreement—and the following clauses from the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"), Appendix II are incorporated into and form a part of the terms and conditions of the Agreement/Order. The full text of the Uniform Guidance may be found at 2 CFR Part 200. Seller/Vendor agrees to flow down all applicable clauses from the Uniform Guidance to lower-tier subcontractors.

Seller/Vendor further agrees to comply with all applicable agency-specific terms and conditions, which may be found by selecting the applicable agency's procurement website at Acquisition.gov, and shall flow down all applicable clauses to lower-tier subcontractors.

1. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, for all Orders that qualify as "federally assisted construction contracts" as defined in 41 CFR Part 60–1.3, Seller agrees to comply with the equal opportunity clause under 41 CFR 60-1.4(b), incorporated herein by reference, and E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

2. Davis Bacon Act, as amended (40 U.S.C. 3141—3148). If the Order is in excess of \$2,000 and pertains to construction or repair, and further, if required by Federal program legislation, Seller shall comply with the Davis-Bacon Act (40 U.S.C. 3141 - 3144 and 3146-3148) and as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction"). Under this Act, Seller is required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, Seller shall be required to pay wages not less than once a week.

3. Copeland "Anti-Kickback" Act (40 U.S.C. 3145). If the Order is in excess of \$2,000 and pertains to construction or repair, Seller shall comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides in part that Seller shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which it is otherwise entitled.

4. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). If the Order is in excess of \$100,000 and involves the employment of mechanics or laborers, Seller shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Seller shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

5. Bayh-Dole Act (35 U.S.C. 200-212). If the Order is for the performance of experimental, developmental, or research work, under a “funding agreement” under 37 CFR 401.2(a) Seller shall provide for the rights of the Federal Government and Harvard in any resulting invention in accordance with 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and comply with the requirements of 37 CFR Part 401 and any implementing regulations issued by the awarding agency.

6. Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act (33 U.S.C. 1251—1387), as amended. If the Order is in excess of \$150,000 Seller shall comply with all applicable standards, Orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401—7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251—1387). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7. Energy Policy and Conservation Act (42 U.S.C. 6201). Seller agrees to comply with all mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). If the Order is for \$100,000 or more, Seller and its subcontractors shall file the certification required by this statute and associated regulations. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to Harvard.

9. Debarment and Suspension (E.O.s 12549 and 12689). Seller represents and warrants that it is not listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines at 2 CFR Part 180 that implement E.O.s 12549 and 12689, “Debarment and Suspension.” This list contains the

names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.

Seller must comply with 2 CFR Part 180, Subpart C and must include a requirement to comply with this regulation in any lower tier covered transaction it enters into.

Seller shall have an ongoing duty during the term of this Agreement to disclose to Harvard on an ongoing basis any occurrence that would prevent Seller from making the certifications contained in this Section 9. Such disclosure shall be made in writing to Harvard within five (5) business days of when Seller discovers or reasonably believes there is a likelihood of such occurrence.

This certification is a material representation of fact relied upon by Harvard. If it is later determined that Seller did not comply with 2 CFR Part 180, Subpart C, in addition to remedies available to Harvard, the Federal government may pursue available remedies, including but not limited to suspension and/or debarment.

10. Procurement of recovered materials. A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. If applicable, Seller shall comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

11. Domestic preferences for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the Seller should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this Section 11 must be included in all subawards including all contracts and purchase orders for work or products under this Order.

For purposes of this section:

- i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes from the initial melting stage through the application of coatings, occurred in the United States.
- ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based

products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

12. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 CFR 200.321). Vendor shall take affirmative steps to include minority businesses, women's business enterprises, and labor surplus area firms when possible by:

- a. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in steps a. through e. of this Section 12.

13. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Seller shall not obligate or expend funding provided under this Order to:

- i. Procure or obtain;
- ii. Extend or renew a contract to procure or obtain; or
- iii. Enter into a contract (or extent or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology

Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

CONFLICTS AMONG CLAUSES APPLICABLE TO THE ORDER

In the event of any conflict among the requirements of clauses applicable to the Order, the most stringent requirements of the clauses will apply.

Attachment "D"

Specification Sheet for PSA No. 104273

Item #	Specification Requirements for New Electric Heavy Haul Terminal Truck and Charging Unit	Check if meets or Exceeds	Describe Offered Alternatives
General			
1	Shall have a minimum vehicle GVWR of 40,900 lbs.		
2	Shall have a minimum vehicle GCWR of 81,000 lbs		
3	Shall have a minimum towing capacity of 80 metric tons.		
4	Shall have a vehicle fuel use of 2kWh/mi or 18.8 MPGe.		
5	Shall have a 6x2 drivetrain configuration with locking differential.		
6	Shall have a pintle hitch.		
7	Shall have 480 input voltage charging.		
8	Shall meet all WSHA & OSHA Safety Code requirements.		
9	State the warranty periods for the below listed items:		
	Overall:		
	Batteries:		
	Powertrain:		
	Differentials:		
10	The successful bidder will deliver the completed unit to: 802 Port Center Road, Tacoma WA 98421		
Cab			
11	Shall have safety glass throughout.		
12	Shall have forced air heating & cooling.		
13	Shall have air ride seat		
14	Shall have rear view mirrors, horn & hydraulic cab tilt.		
15	Shall meet OSHA and ANSI requirements & safety standards.		
16	Shall have protective wrap or covers on all hydraulic hoses to protect from sharp edges and abrasion..		
17	Shall have intelligent boom controls providing height control, lift counter, and estimated lift weight.		
18	Shall have system status and vehicle performance monitoring.		
19	Shall have easy access to all filters and check points.		
Powertrain			
20	Shall have a brushless AC induction motor & high voltage controller to regulate speed.		
21	Shall have low battery limp mode.		
22	Shall have easy access to all daily check points.		
23	Shall have tires that are readily available in the US market and are suitably sized and rated for the stated load of the unit.		
Exterior Finish			
24	The Port expects professional workmanship on all products purchased. With this in mind, these finishing requirements will be closely scrutinized during the specification compliance inspection.		

25	There shall be no welding scale, roughness, sharp corners; or rust stains on the unit.		
26	The unit shall be fully coated with quality primers, and paint in manufacturer's standard color.		
Electrical System			
27	12 or 24 volt electrical system with easily accessible fuses and relays inside the cab.		
28	Charging Unit will be included		
29	Main drive batteries shall be extended duty and easily accessible.		
30	LED lighting at cab and chassis for night use.		
31	Shall have installed electrical components to be wired through a separate fuse panel with identification for each circuit. All wiring to be labeled and/or color coded and run in protective loom. Grommets to be utilized whenever wiring passes through metal.		
32	Shall have a back-up alarm and strobe lights.		
Publications / Manuals			
33	Unit to be delivered with 2 sets of service, parts and operators manuals. Digital forms are acceptable.		
34	Software, hardware and cabling or access to online diagnostic service needed to maintain all systems on the unit.		
35	To reduce potential down-time, the Port of Tacoma requires the unit to have a Dealership with warranty service support and stock of common wear items within 50 miles of the Port of Tacoma.		

ATTACHMENT E - OFFER SHEET

Page 1 of 1

Port of Tacoma

ITB# 104273

Title: Zero Emission Terminal Yard Truck and Charging Unit

All freight and delivery charges are to be included in the cost of the line item. US dollar pricing only.

Item #	Description	Est. Qty.	U/M	Unit Price (MANDATORY)	Total Extended Price (excluding sales tax)
1	Zero Emission Terminal Yard Truck with Charging Unit as specified in Attachment D	1	EA	\$	\$

Additional Pricing may be shown below for options not specified in the matrix. The Port may at its discretion add from this list of options.

Item #	Description	Est. Qty.	U/M	Unit Price (MANDATORY)	Total Extended Price (excluding sales tax)
1				\$	\$
2					
3					
4					
5					
6					
7					
8					

1. It is MANDATORY that you provide a Unit Price. If there is an error between the Unit Price and Extended Price, the Port will correct the Extended Price.
2. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. The offer shall agree to all Port contract Terms and Conditions without exception.
3. Do not mark, write-in or add any exceptions to the specifications, schedule, terms, or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
4. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or initialled, the Buyer may reject your bid. Do not use whiteout.
5. 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.

6. Interlocal Agreement: The Port of Tacoma has entered Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Vendor agree to provide this product or service to such agencies?
Yes: No

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

Mailing Address, 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: _____