

TACOMA COMMUNITY COLLEGE

Meeting of the Board of Trustees

October 19, 1967

Agenda

1. Roll Call
2. Approval of Previous Minutes
3. Correspondence
4. Reports to the Board
  - (a) Discussion of TCCA Recommendation on Employers Health Insurance Contributions (Agenda Supplement 4-a)
  - (b) Discussion of TCCA Recommendation on Teaching Assistant Experience Credit on Salary Schedule. (Agenda Supplement 4-b)
  - (c) Discussion of Campus Security Problem
5. Unfinished Business
  - (a) Recommendation on Insurance Broker
6. New Business
  - (a) Equipment Bids - Food Services
  - (b) Associate Music Faculty Appointments for Fall Quarter
7. Information
  - (a) State Wide Meeting of Trustees - October 20 in Seattle
  - (b) Accreditation Visitation - November 2 and 3
  - (c) Building Progress



TACOMA COMMUNITY COLLEGE

BOARD OF TRUSTEES

Minutes

October 19, 1967

The regular meeting of the Board of Trustees was called to order by the Chairman, Mr. Edmunds, at 3:00 p.m., Thursday, October 19, 1967 at Tacoma Community College.

Present: Charles Edmunds, Frank Cooper, Lewis Hatfield, Maxine Myers, Thornton Ford, Secretary, and John McCutcheon

Absent: John Binns

Guests: Richard Falk, Paul Jacobson, Henry Schafer, George Van Mieghem, Jack Hyde, President, TCCA, Dale Wirsing, James Metcalf, Robert Arpke, Timothy Keely, Robert Rogland, Tom McLaughlin, Ronald Magden, Robert Sizer, Doug Dickman

The minutes of the Board meeting of September 28, 1967 were approved.

Correspondence

Dr. Ford informed the Board of a meeting on campus of the Interim Committee on Education. The meeting will be held on November 17 between 9 a.m. and 10 p.m.

Mr. Edmunds read a letter from Mr. Binns in which he requested a leave of absence from the Board of Trustees until March 1.

Mrs. Myers moved that a leave be granted Mr. Binns as requested. The motion carried.

Reports to the Board

Mr. Hyde, Mr. Arpke and Mr. Keely discussed the TCCA recommendation on employers health insurance contributions with the Board. It was noted that the state allows districts to contribute \$10 or 50 per cent of the insurance cost, whichever is less, for medical insurance. The Board agreed to investigate the matter further.

The TCCA recommendation on teaching assistant experience credit on salary schedule was discussed and Mr. Hyde agreed to explore the cost of this program to the college.

Dr. Ford informed the Board of a loss of between \$500. and \$800. in equipment on the campus in the last two years, and the need for a campus security program. Mr. Van Mieghem reported on his investigation into this matter. He told the Board of a variety of plans for security police protection. Mr. Hatfield felt that a recommendation should be brought to the Board at the next meeting.

Unfinished Business

Mr. Robert D. Sizer, President, Pierce County Insurance Association, explained the functions of the Pierce County Insurance Association.

Mr. Hatfield moved that the college appoint the Pierce County Insurance Association as its Broker of Record. The motion carried.



New Business

Mr. Hatfield moved to accept the bid for dinnerware (Item No. 1) from Dohrmann Company. The motion carried.

Mrs. Myers moved that the low bids be accepted for dinnerware. (Brodie Hotel Supply - Items No. 2 and 3) The motion carried.

Mr. Cooper moved that the Associate Music Faculty appointments be approved as listed on Agenda Supplement 6-b. Motion carried.

Dr. Ford informed the Board of a federally funded program to train teacher aids which is now under consideration. The students would work half time and attend Tacoma Community College half time.

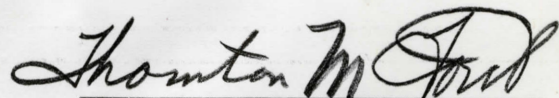
Dr. Ford invited the Board members to a coffee hour at 4 p.m. on November 2. The accreditation visitation team will be here at that time.

A special meeting will be held at 4 p.m. on October 26 between the Board of Trustees and a representative of the Pierce County Insurance Association. At this meeting the Board will select a broker from a list submitted by the Association.

The next meeting of the Civil Service Committee will be held on November 30, 1967 at 2:30 p.m. in the Tacoma Community College administration building.

The next regular meeting of the Board of Trustees will be held on November 30, 1967 at 3:30 p.m. in the conference room of the Tacoma Community College administration building.

The meeting adjourned at 4:40 p.m.

  
Thornton M. Ford, Secretary



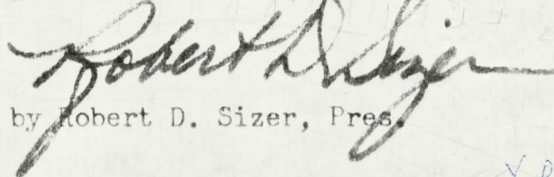
Board of Trustees  
Tacoma Community College  
Tacoma, Washington

We are pleased to provide the following list of Member-Agents of the Pierce County Insurance Association who are qualified to provide insurance coverage for the College.

We suggest you select two agents, and designate them as No. 1 and No. 2, in order of preference. These two agents will then be assigned your account by the Association, and will make an early analysis of your insurance needs so that a proper program of protection may be set up as soon as possible.

Respectfully Submitted,

PIERCE COUNTY INSURANCE ASS'N.

  
by Robert D. Sizer, Pres.

*public accounts*

- |                                |                                 |
|--------------------------------|---------------------------------|
| * R. E. Anderson & Co., Inc.   | * A. H. Middleton & Co.         |
| <u>Bjorn-Tangney, Inc.</u>     | W. H. Opie & Co.                |
| * Brad Bannon Agency           | Gus Paine Ins. Service          |
| * Bratrud Agency               | * Persing, Dyckman & Toynbee    |
| Cascade Insurance Underwriters | Pilkey-Hopping Insurance        |
| Comfort Bonding & Insurance    | * Raleigh, Mann & Powell, Inc.  |
| Comfort, Davis & Blangy        | Alva Roberts & Co.              |
| <u>Farron Agency</u>           | Dudley Stair Agency             |
| George Fleming Agency          | Stern, Thompson & Kennedy, Ins. |
| Fry & Thoren Insurance         | * Tom Taylor Agency             |
| Grenier & Gallagher Insurance  | Ward Smith, Inc.                |
| * A. E. Long, Inc.             |                                 |



## TCCA Recommendation Regarding TA Experience for Salary Schedule Placement

Experience credit shall be allowed for salary purposes for a teaching assistantship as follows:

1. Providing the duties performed as a TA relate directly to the function to be performed on the TCC campus, e.g., (1) teaching assistantship (involving teaching) - teaching assignment, (2) library assistantship - library assignment, (3) research assistantship - research assignment at TCC, etc., and
2. Providing the TA appointment was at least half-time and a salary, not college credit, was received for the services performed, it is recommended that
  - 3a. All applicable TA experience that involves "full course responsibility for a class of students"; i.e., lecturing, class assignments, discussions, granting grades, the "works" - for 1 year (3 quarters, or 2 semesters) shall provide for 1 full year's placement on the experience column of the TCC Salary Schedule.
  - 3b. All applicable TA experience that involves other than "full course responsibility for a class of students"; i.e., a partial responsibility such as grading papers for a professor, controlling a professor's labs, holding quiz sections, etc. - shall be computed in the following manner. One year of TA experience will provide for one-half the experience credit of the "full course responsibility" outlined above in 3 a; that to gain one experience increment on the TCC Salary Schedule, two years of TA work will be required. Experience credit will not be granted for less than two years experience credit.
4. Should a question arise concerning the appropriateness of a specific TA assignment to the TCC appointment, all documentation shall be submitted to the Salary Appraisal Committee which shall forward a recommendation to the dean of instruction.
5. Any TCCA action on "TA experience for Salary Schedule Placement" shall be retroactive to hiring for the 1967-68 year at TCC.



TACOMA COMMUNITY COLLEGE

Recommended Associate Music Faculty Appointments for Fall Quarter

Robert Main  
John Srail  
Robert Bergeson  
Al Meddaugh  
John Schartow  
Keith Gorsuch  
John Walters  
David Whisner  
Alan Clarke  
Lennard Anderson  
Dale Strickland

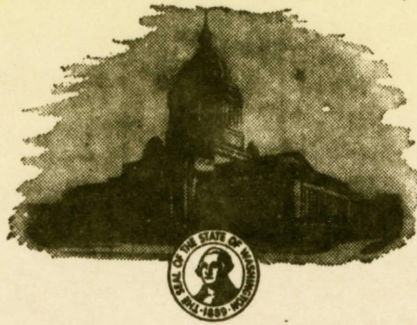


**SENATORS**

GORDON SANDISON, CHAIRMAN  
H. B. HANNA  
HARRY B. LEWIS  
MIKE MCCORMACK  
JOHN N. RYDER

**STATE COLLEGE AND  
UNIVERSITY PRESIDENTS**

DR. M. A. ALLAN, SECRETARY  
DR. JAMES E. BROOKS  
DR. CHARLES J. FLORA  
DR. WALTER S. JOHNSON  
DR. CHARLES E. ODEGAARD  
DR. EMERSON C. SHUCK  
DR. GLENN TERRELL



**REPRESENTATIVES**

MRS. MARJORIE LYNCH, VICE-CHAIRMAN  
RICHARD A. KING  
MRS. GLADYS KIRK  
DANIEL G. MARSH  
RICHARD L. SMYTHE

**PUBLIC MEMBERS**

HOWARD J. BURNHAM  
MRS. NEVA DAVIES  
STANTON J. HALL  
MRS. VIRGINIA HISLOP  
DR. MARK KOEHLER  
MRS. HENRY B. OWEN  
MRS. NEAL TOURTELLOTTE

J. ARNOLD BRICKER  
EXECUTIVE SECRETARY

STATE OF WASHINGTON  
**TEMPORARY ADVISORY COUNCIL  
ON PUBLIC HIGHER EDUCATION**

ROOM 8, 4TH FLOOR, SENATE OFFICES  
LEGISLATIVE BUILDING, STATE CAPITOL  
OLYMPIA, WASHINGTON 98501  
753-5778

October 17, 1967

Dear Trustee:

The agenda for the October 20th Community College Seminar is attached.

We legislators who were most directly involved in preparing the Community College Act of 1967 believe that it is important that every trustee be briefed on the background of this legislation, and on many of the political and philosophical considerations that influenced our decisions concerning it.

This is one of our goals for this Seminar; the agenda reveals several others of equal value. Several of the community college trustees are making presentations or participating in panels, and informal discussion periods will follow each panel. In addition, this will be an opportunity for you to meet with your fellow trustees and benefit from exchanging ideas and experiences.

I am certain you will agree that this will be an instructive and profitable day. Senator Sandison and Representative Lynch join me in expressing the hope that every trustee in the state will be able to attend the program.

Sincerely,

A large, handwritten signature in cursive script that reads 'Mike McCormack'. The signature is written in dark ink and is positioned above the typed name of the sender.

Senator Mike McCormack, Chairman  
Subcommittee on Community Colleges

MMcM:pb  
encl/1



TEMPORARY ADVISORY COUNCIL ON PUBLIC HIGHER EDUCATION

COMMUNITY COLLEGE SEMINAR: AGENDA

October 20, 1967  
Seattle, Washington

- 9:00 Registration and Social Hour (Fee \$4.00; includes lunch)
- 10:00 SENATOR SANDISON: the place of community colleges in higher education  
REPRESENTATIVE LYNCH: legislative view of trusteeship  
SENATOR McCORMACK: the community college act of 1967; background..goals..  
philosophy
- 11:00 MR. JOHN HAGENSEN, Chairman, State Board for Community College Education  
relationship of state board to local boards  
MR. P. CAMERON DeVORE, Chairman, Board of Trustees, Seattle Community College  
the role of the community college trustee  
Panel: TRUSTEESHIP  
Mr. Hagensen  
Mr. DeVore  
Mr. Ross Heminger, Chairman, Board of Trustees, Wenatchee Com. College  
Dr. Fred Giles, Acting Dean, School of Education, Univ. of Washington
- 1:45 MR. ROBERT G. LEONARD, Chairman, Board of Trustees, Shoreline Community College  
DISCUSSION: a community college trustees' association?
- 2:15 MR. MARK E. HOEHNE, Chairman, Coordinating Council for Occupational Education  
the council relationship to community college system  
DR. RAY A. SCHWALM, Director Visual Communication Education Project, Western  
Washington State College  
interdisciplinary pilot programs in visual communication  
DR. WALTER JOHNSON, President, Spokane Community College  
some accomplishments in comprehensive curriculum  
Panel: OCCUPATIONAL EDUCATION  
Mr. Hoehne  
Dr. Johnson  
Dr. Schwalm  
Mr. George Warren, Trustee, Centralia Community College
- 3:30 THE CHALLENGE OF THE FUTURE  
Senator Sandison  
Representative Lynch  
Senator McCormack
- 4:00 Social Hour



TABULATION - DINNERWARE

<u>ITEM NO.</u>	<u>DOHRMANN COMPANY</u>	<u>BRODIE HOTEL SUPPLY</u>	<u>BARGREEN-ELLINGSTON</u>	<u>PATRICK HOTEL SUPPLY</u>
1	2559.96	3060.96	3494.28	1339.24
Alternate		2572.86	1286.16	
2	706.14	663.66	1582.80	998.34
Alternate			695.22	
3	855.90	705.60	777.00	739.20
Alternate		828.00		

Low bid meeting specifications indicated by \_\_\_\_\_ recommended.

George Van Mieghem  
Dean of Administrative Services

Awards

Brodie Hotel Supply	\$ 1369.26
Dohrmann Company	<u>2559.96</u>
<b>Total</b>	<b>\$ 3929.22</b>

Bids not returned

Greene Todd Co., Inc.  
Kalberer Hotel Supply Co.  
Northwest Hotel Supply Co.

Explanation for rejection of certain bids:

Item 1. Two lower bids do not meet specifications. The manufacturing process of these two items produces a product with approximately one-half the durability of the item specified.



INVITATION TO BID

Return To

THIS IS NOT AN ORDER

Tacoma Community College, Business Office  
5900 So. 12th Street, Tacoma, Washington 98465

Date \_\_\_\_\_

Please bid net prices at which you will agree to furnish any or all of the following articles, F.O.B. destination shown below and on pages \_\_\_\_\_. To receive consideration, bids must be made on this form and signed in full. Prices must be based on our units extended and totalled. Delivery guarantee must be filled in. Tacoma Community College reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, waive informalities and to contract as the best interests of Tacoma Community College may require. Bids are subject to, but not limited to, the invitation to bid, request for quotations and specifications and plans, and the standard terms and conditions contained on the reverse side hereof. All erasures and changes shall be initialed.

Item No.	Prices F. O. B. Description	Bidder Must Enter All Extensions and Totals		
		Quantity	Unit	Unit Price Amount
	Samples must be available at time of bid opening.			
1	CHINAWARE - In every respect bid items must conform to, or exceed all requirements for vitrified china as identified in Federal Specification MC301c, as amended. The design characteristic of the American shape must include an additional reinforcing roll on the edge of all flatware to resist chipping, and a properly proportioned foot to assure proper stacking. All flatware supporting pin marks must be smoothly ground. All items must be open stock. The design is to be single colored print. Syracuse Syralite or equal.			
	Plates, 9" American shape	42	doz	
	Plates, 6-3/8" American shape	84	doz	
	Plates, 5-1/2" American shape	42	doz	
	Cups, Viennese shape	42	doz	
	<del>Fruits, American shape</del>	<del>36</del>	<del>doz</del>	
	<del>Bouillon Cups, American shape</del>	<del>27</del>	<del>doz</del>	
	Salad and Soup Bowls, American shape	24	doz	

PLEASE ENTER COMPANY NAME AND ADDRESS BELOW

TOTAL

Address \_\_\_\_\_

Mark Your Bid Envelope  
Business Office  
Tacoma Community College  
5900 So. 12th, Tacoma, Wash.

Bid Opens at \_\_\_\_\_

We guarantee delivery at destination from \_\_\_\_\_ via \_\_\_\_\_ within \_\_\_\_\_ days after receipt of order at address shown. We will allow \_\_\_\_\_ discount for payment 10th proximo.

To the Tacoma Community College:

Date \_\_\_\_\_ 19\_\_\_\_

We have read and agreed to the conditions noted above and in the Standard Terms and Quotations. We further agree to furnish the articles specified at the prices stated herein, to be delivered to the station or location and on the date as set forth herein.

Signature \_\_\_\_\_

Title \_\_\_\_\_



STANDARD TERMS AND CONDITIONS

This purchase order contract includes the following terms and conditions and includes, but is not limited to, the invitation to bid, request for quotations, specifications, plans and published rules and regulations of Tacoma Community College (TCC) and the laws of the State of Washington, which are hereby incorporated by reference.

(1) No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications will be effective without prior written consent of TCC.

(2) No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, unless otherwise stated herein.

(3) No exception to delivery dates shall be allowed unless prior written approval is first obtained from TCC. TCC reserves the right to cancel any undelivered portion of this order.

(4) Time of delivery is of the essence and TCC reserves the right to cancel any undelivered portion of this order for failure by the vendor to deliver on time. Vendor assumes responsibility of delay notwithstanding the cause.

(5) All payments to the vendor shall be remitted by mail. TCC shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall not be assignable.

(6) SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. Where specific authorization is granted to ship goods FOB shipping point, vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill TCC as a separate item on the invoice for said charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that TCC reserves the right to refuse to accept any COD shipments.

(7) All goods or materials purchased herein are subject to the approval by TCC. Any rejections of goods or materials, whether held by TCC or returned, will be at the vendor's risk and expense.

(8) All invoices, packing lists, packages, shipping notices, instruction manuals, and any other written document affecting this contract shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this contract, indicating the content therein.

(9) The vendor agrees to protect TCC against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods and materials purchased herein. The vendor further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

(10) Vendor agrees that the waiver, acceptance, or failure by TCC to enforce any provisions, terms, or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of TCC to thereafter enforce such provisions.

(11) The vendor warrants all articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purposes manufactured, merchantable, of good material and workmanship, and free from defects.

(12) In the event that TCC is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed vouchers, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized.

(13) Unless otherwise indicated, TCC agrees to pay all state of Washington sales tax. No charges shall be made for the Federal excise and transportation taxes and TCC agrees to furnish vendor upon request with an exemption certificate.

(14) Vendor warrants and represents that all the goods and material contained herein are free and clear of all liens, claims or encumbrances of any kind whatsoever.

(15) Vendor agrees to bear all risks of loss, injury or destruction of goods and materials contained herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

(16) The vendor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from TCC, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

(17) All prices are to be included herein.

(18) In the event of a breach by the vendor of any of the provisions of this contract, TCC reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the vendor.

(19) When special brands are named it shall be construed solely for the purpose of indicating the standards of quality, performance or use desired. Brands of equal quality, performance and use shall be considered, except as noted, provided vendor specifies the brand, model and submits descriptive literature, when available. Any bid containing a brand which is not of 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.

(20) Vendor covenants and agrees that in the event suit is instituted by the buyer for any default on the part of the Vendor, he shall pay to the buyer all costs, expenses expended or incurred by the buyer in connection therewith, and reasonable attorneys' fees.



TACOMA COMMUNITY COLLEGE  
 5900 SOUTH 12TH STREET  
 TACOMA, WASHINGTON 98465

Page \_\_\_\_\_ of bid for \_\_\_\_\_

Item No.	Description	BIDDER MUST ENTER ALL EXTENSIONS AND TOTALS			
		Quantity	Unit	Unit Price	Amount
2	<p>STAINLESS STEEL FLATWARE - 18/8 Stainless steel. Heavy Weight; all edges ground and polished; tines tempered; <u>Made in U.S.A.</u> Teaspoons not less than 12 oz. per dozen. Other pieces in proportion to size. Handles satin finished, bowls and tines bright finish. Must be open stock. International Silver Co. or equal.</p> <p>Teaspoons                    84        doz            Utility Forks               84        doz            Dessert Spoons            24        doz            Knives                        42        doz            Ice Tea Spoons             12        doz</p>				
3	<p>METAL REINFORCED FIBERGLASS TRAY - 14" x 18". Impregnated Decal with two-color school crest. Color to be selected on crest and tray. Camtray or equal.</p>	30	doz		
TOTAL					



PROPOSED CALENDAR FOR 1967-68  
(Revision)

Fall Quarter

September 11-22	Faculty and Orientation
September 25	Quarter Begins
November 23-24	Thanksgiving Vacation
December 18-21	Final Examinations
December 22	Faculty Workshop - Quarter Ends

Winter Quarter

January 2	Quarter Begins
February 22	Holiday
March 11-14	Final Examinations
March 15	Faculty Workshop - Quarter Ends

Spring Quarter

March 25	Quarter Begins
May 30	Holiday
June 3-6	Final Examinations
June 7	Faculty Workshop - Quarter Ends
June 7	Commencement

	<u>Instructional Days</u>	<u>Orientation and Advisement</u>	<u>Faculty Workshops</u>	<u>Total Days</u>
Fall	59	13	1	73
Winter	52	0	1	53
Spring	<u>53</u>	0	1	<u>54</u>
	164			180



INVITATION TO BID

Return To

THIS IS NOT AN ORDER

Tacoma Community College, Business Office  
5 So. 12th Street, Tacoma, Washington 98465

Date

Please bid net prices at which you will agree to furnish any or all of the following articles, F.O.B. destination shown below and on pages . To receive consideration, bids must be made on this form and signed in full. Prices must be based on our units extended and totalled. Delivery guarantee must be filled in. Tacoma Community College reserves the right to accept or reject bids on each item separately or as a whole, to reject any or all bids, waive informalities and to contract as the best interests of Tacoma Community College may require. Bids are subject to, but not limited to, the invitation to bid, request for quotations and specifications and plans, and the standard terms and conditions contained on the reverse side hereof. All erasures and changes shall be initialed.

Item No.	Prices F. O. B.	Bidder Must Enter All Extensions and Totals		
		Quantity	Unit	Amount
	Description			
	Samples must be available at time of bid opening			
1	<u>STACKING CHAIRS (Cafeteria)</u> Construction: Heavy duty tubular welded frame with molded fiberglass or plastic seat and back. Approximate Dimensions: Seat; Height 18 inches, Width 15 inches, Depth 15 inches. Frame finish: Bonderized, baked enamel or chrome. Solid steel chrome plated glides. Color: Broad selection to suit architectural decor. American Seating #550 or equal.	208	ea	
2	<u>STACKING CHAIRS (Cafeteria)</u> Construction: Heavy duty tubular welded frame with back and seat upholstered in 46 ounce expanded vinyl. Approximate Dimensions: Seat; Height 18 inches, Width 15 inches, Depth 15 inches. Frame finish: Bonderized, baked enamel or chrome. Solid steel chrome plated glides. Color: Broad selection to suit architectural design. American Seating #551 or equal.	48	ea	

PLEASE ENTER COMPANY NAME AND ADDRESS BELOW

TOTAL

Address	Mark Your Bid Envelope Business Office Tacoma Community College 5900 So. 12th, Tacoma, Wash. Bid Opens at
---------	---

We guarantee delivery at destination from \_\_\_\_\_ via \_\_\_\_\_ within \_\_\_\_\_ days after receipt of order at address shown. We will allow \_\_\_\_\_ discount for payment 10th proximo.

To the Tacoma Community College:

Date \_\_\_\_\_ 19\_\_

We have read and agreed to the conditions noted above and in the Standard Terms and Quotations. We further agree to furnish the articles specified at the prices stated herein, to be delivered to the station or location and on the date as set forth herein.

Signature \_\_\_\_\_

Title \_\_\_\_\_



STANDARD TERMS AND CONDITIONS

This purchase order contract includes the following terms and conditions and includes, but is not limited to, the invitation to bid, request for quotations, specifications, plans and published rules and regulations of Tacoma Community College (TCC) and the laws of the State of Washington, which are hereby incorporated by reference.

(1) No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications will be effective without prior written consent of TCC.

(2) No charges will be allowed for handling which includes, but is not limited to, packing, wrapping, bags, containers or reels, unless otherwise stated herein.

(3) No exception to delivery dates shall be allowed unless prior written approval is first obtained from TCC. TCC reserves the right to cancel any undelivered portion of this order.

(4) Time of delivery is of the essence and TCC reserves the right to cancel any undelivered portion of this order for failure by the vendor to deliver on time. Vendor assumes responsibility of delay notwithstanding the cause.

(5) All payments to the vendor shall be remitted by mail. TCC shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall not be assignable.

(6) SHIPPING INSTRUCTIONS: Unless otherwise specified, all goods are to be shipped prepaid, FOB destination. Where specific authorization is granted to ship goods FOB shipping point, vendor agrees to prepay all shipping charges, route cheapest common carrier, and to bill TCC as a separate item on the invoice for said charges, less federal transportation tax. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that TCC reserves the right to refuse to accept any COD shipments.

(7) All goods or materials purchased herein are subject to the approval by TCC. Any rejections of goods or materials, whether held by TCC or returned, will be at the vendor's risk and expense.

(8) All invoices, packing lists, packages, shipping notices, instruction manuals, and any other written document affecting this contract shall contain the applicable purchase order number. Packing lists shall be enclosed in each and every box or package shipped pursuant to this contract, indicating the content therein.

(9) The vendor agrees to protect TCC against all claims, suits, or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods and materials purchased herein. The vendor further agrees to assume all expenses and damages arising from such claims, suits, or proceedings.

(10) Vendor agrees that the waiver, acceptance, or failure by TCC to enforce any provisions, terms, or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of TCC to thereafter enforce such provisions.

(11) The vendor warrants all articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purposes manufactured, merchantable, of good material and workmanship, and free from defects.

(12) In the event that TCC is entitled to a cash discount, the period of computation shall commence on the date of delivery, or receipt of correctly completed vouchers, whichever is later. If an adjustment in payment is necessary due to damage, the cash discount period shall commence on the date final approval for payment is authorized.

(13) Unless otherwise indicated, TCC agrees to pay all state of Washington sales tax. No charges shall be made for the Federal excise and transportation taxes and TCC agrees to furnish vendor upon request with an exemption certificate.

(14) Vendor warrants and represents that all the goods and material contained herein are free and clear of all liens, claims or encumbrances of any kind whatsoever.

(15) Vendor agrees to bear all risks of loss, injury or destruction of goods and materials contained herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

(16) The vendor agrees not to discriminate against any client, employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: Employment upgrading, demotion or transfer; Recruitment or recruitment advertising; Layoffs or termination; Rates of pay or other forms of compensation; Selection for training; Rendition of services. It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase order from TCC, unless a satisfactory showing is made that discriminatory practices have terminated and that a recurrence of such acts is unlikely.

(17) All prices are to be included herein.

(18) In the event of a breach by the vendor of any of the provisions of this contract, TCC reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to the vendor.

(19) When special brands are named it shall be construed solely for the purpose of indicating the standards of quality, performance or use desired. Brands of equal quality, performance and use shall be considered, except as noted, provided vendor specifies the brand, model and submits descriptive literature, when available. Any bid containing a brand which is not of 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.

(20) Vendor covenants and agrees that in the event suit is instituted by the buyer for any default on the part of the Vendor, he shall pay to the buyer all costs, expenses expended or incurred by the buyer in connection therewith, and reasonable attorneys' fees.



TACOMA COMMUNITY COLLEGE  
 5900 SOUTH 12TH STREET  
 TACOMA, WASHINGTON 98465

\_\_\_\_\_ of bid for \_\_\_\_\_

Item No.	Description	BIDDER MUST ENTER ALL EXTENSIONS AND TOTALS			
		Quantity	Unit	Unit Price	Amount
3	<u>CAFETERIA TABLES</u> Construction: 1 1/4" (minimum) x 36" x 36" top, solid core with plastic overlay. Honeycomb core acceptable only if attach areas are solid core. Single pedestal support column is to be minimum 2 1/2 inch diameter steel tubing, with flanged or spider type top attachment to have minimum of 20 inches support diameter, floor support to be minimum of 24 inches, with chrome scuff plates and equipped with adjustable chrome plated steel glides. Frame finish: Bonderized, baked enamel or chrome. Artco Bell 1700 or equal.	12	ea		
4	<u>CAFETERIA TABLES</u> Construction: 1 1/4" (minimum) x 36" x 72" Top, solid core with plastic overlay Honeycomb acceptable only if attach areas are solid core. Two support columns are to be minimum 2 1/2" diameter steel tubing with minimum 20 inch support on top attachment and 24 inches minimum on floor support points, with chrome scuff plates and adjustable chrome plated steel glides. Artco-Bell or equal.	26	ea		
5	<u>WARDROBE</u> Approximate overall dimensions: 23" deep x 24" width, x 72" height. Includes hat shelf, hanger rod, mirror, leveling device and lock. Finish: Walnut 104 - 24 Educators or equal.	6	ea		
6	<u>BOOKCASE</u> Approximate overall dimensions: 13" depth (modified) x 36" width x 72" height. Includes 5 adjustable shelves. Finish: Walnut 601 - 36 Educators or equal.	12	ea		
TOTAL					