



City of Tacoma, WA

**CITYWIDE  
REQUEST FOR PROPOSAL  
PORTABLE TOILET AND SEPTIC PUMPING SERVICES  
SPECIFICATION NO. CT22-0368F**



## City of Tacoma

### Citywide

## REQUEST FOR PROPOSALS CT22-0368F

### Portable Toilet and Septic Pumping Services

#### **Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, February 7, 2023**

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

**Submittal Delivery:** Sealed submittals will be received as follows:

#### **By Email:**

[bids@cityoftacoma.org](mailto:bids@cityoftacoma.org)

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

**Bid Opening:** Sealed submittals in response to a RFB will be opened Tuesday's at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

**Pre-Proposal Meeting:** A pre-proposal meeting will not be held.

**Project Scope:** On-call portable toilet rental and related services as well as septic pumping services. Included are four distinct scopes of work and the City is accepting responses to any one, multiple or all of these scopes.

**Estimate:** \$1,500,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

**Americans with Disabilities Act (ADA Information):** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**Title VI Information:**

“The City of Tacoma” in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Tad Carlson, Senior Buyer by email to [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org)

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.


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## 1. SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposal page.

<b>The following items make up your submittal package:</b>	
One electronic submittal emailed to bids@cityoftacoma.org	
Signature Page (Appendix A)	
Price Proposal Form (Appendix A)	
Information in the Content to be Submitted Section	
<b>After award, the following documents will be executed and provided:</b>	
Contract (See Appendix B)	
Certificate of Insurance and related endorsements (See Appendix C)	

## **2. BACKGROUND**

City of Tacoma has ongoing needs for portable toilet rental services. Both short- and long-term rental services are needed in addition to on-call pumping services for both portable units and permanent holding tanks. Services will be rendered through the City of Tacoma, Tacoma Power Service Area, Green River Watershed Headworks, and other locations. There are four distinct scopes of work included in these specifications and respondents will be considered only for those scopes for which they provide a response. Respondents need not respond to all scopes of work to be considered for award.

Resulting contracts are anticipated to total approximately \$1,500,000 although actual spend will depend upon final ordered and delivered services. The City anticipates awarding two or more contracts but reserves the right to execute contract with more or fewer respondents if it is in the best interest of the City.

To learn more about the City of Tacoma, visit [www.cityoftacoma.org](http://www.cityoftacoma.org).

Submittals and/or the selected Consultant(s) may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

## **3. STANDARD TERMS AND CONDITIONS**

City of Tacoma [Standard Terms and Conditions](#) apply.

## **4. MINIMUM REQUIREMENTS**

Only bidders licensed and experienced in this type of work, and with a record of successful completion of contracts of similar scope over a period of five (5) years or more, will be considered. Bidders shall be required to submit a fully completed Record of Prior Contracts form, listing at a minimum of three (3) references. The City shall be the sole judge of the bidder's ability to meet the requirement of this paragraph.

## **5. SCOPE OF SERVICES AND DELIVERABLES**

There are four distinct scopes of work included in these specifications and respondents will be considered only for those scopes for which they provide a response. Respondents need not respond to all scopes of work to be considered for award.

### **5.1 Responsibility of Contractor**

- 5.1.1 Contractor shall assume all liability and risk associated with the use of the units. This includes repair of damages due to accident, weather, or vandalism, as well as removal of graffiti. Contractor shall repair or replace any unit that becomes unsuitable for use within 24 hours of being notified by the City via phone, fax or e-mail. Additional time may be allowed for replacement of units located in the Tacoma Watershed with prior approval by the City.

5.1.2 Service shall include removal and disposal of waste in accordance with all state and local laws. The holding tank shall be chemically deodorized with a biodegradable chemical additive and the serviceman shall maintain a written, posted log on the unit indicating the dates of servicing. Environmentally friendly (non-pollutant and biodegradable) products shall be used for all cleaning, sanitizing and deodorizing functions. Copies of MSDS sheets will be provided for all products used.

5.1.3 By entering into a contract pursuant to these specifications, the vendor represents that he/she is familiar with State, City, and County standards for the servicing of portable restroom and proper disposal of waste. It is the responsibility of the vendor to be familiar with all current and become familiar with future applicable State, City and County requirements and comply with them whether they are stated in the specification or not.

5.1.4 At a minimum, cleaning/servicing of each unit shall include:

- A Removal of waste from tank and refilled with clean solution.
- B Urinal, tank, seat, sinks, walls, and floor cleaned and sanitized.
- C Removing debris and litter from the inside of the unit and disposing of the debris properly.
- D Toilet paper added to maintain supply as needed per servicing intervals.
- E Supplying the unit with hand sanitizer dispenser and refilling with solution.
- F Inspect and repair unit as necessary.
- G Remove graffiti on inside and/or outside of the unit.
- H Verify unit is level on the site and adjust as needed.
- I On-site records will be maintained in the unit to verify the unit is serviced per contract.

## **5.2 Scope of Work**

### **5.2.1 Standard Rentals (Part 1 of Price Proposal Form)**

- A Vendors should be able to deliver all of the items and services listed in Part 1 of the price proposal form.
- B The vast majority of services will be in the City of Tacoma, but services will be required at City facilities outside of the City limits as well.
- C Prices quoted in Section 1 should be valid at all Pierce County locations.
- D Please see the following two sections on the more remote locations' scopes of work.

### **5.2.2 Short Term Services (Part 2 of Price Proposal Form)**

- A Short Term Portable Toilet Rentals
  - 1 Single Portable Toilet with Combination Lock – Weekend Rental
  - 2 These are for weekend use for volunteer events and as such will only really be used for several hours. Drop off would be on Friday and pickup on Monday.
- B Single Portable Toilet with Combination Lock – Weekday Rental
  - 1 Used for three full days.
  - 2 Drop off and pick up will vary.
- C Hand Washing Sink  
Occasionally these short-term events will require a hand washing sink.
- D Service  
Occasionally these short-term rentals will require service.

### 5.2.3 Green River Watershed (Section 3 of the Price Proposal Form)

- A **The watershed is the primary source of drinking water for the City of Tacoma. Extra caution should be used to prevent the pollution or contamination of the waterways located throughout the watershed. Spill containment kits are located throughout the watershed at most bridge crossing. If an accident or spill occurs immediate notification to watershed staff is required. Headworks' gate can be reached 253-502-8697 or 360-886-1601.**

- B Watershed Information  
The following information will serve as a guide for all Portable toilet servicing employees accessing the Green River Watershed to service portable toilets for Tacoma Water.

The purpose of this document is to ensure that all sites are visited on a regular basis, and to outline safety and procedural standards. This document also contains pertinent information for the operator to help them navigate the roads and gates located inside the watershed.

Watershed roads are graveled forest roads primarily used for log truck traffic. Extreme caution should be used when travelling on them. A CB radio is required for vehicles travelling into the watershed, and operators must call out all mile markers as they drive through the watershed. Loaner portable CB systems are available at the Headworks gate on a first come first serve basis. Headlights must remain on at all times while traveling on watershed roads. Some sites become inaccessible during the fall and winter months. It is highly recommended that drivers consult with the gate guards prior to entering to the watershed in the fall and winter months to find out current road conditions, and site accessibility.

Watershed portable toilets need to be serviced between 0700 and 1530 Monday through Friday. Weekend service can be facilitated with prior notification (Watershed Manager 253-502-8808). The service vehicle must have exited the watershed NLT 1530. This ensures that Tacoma Water has adequate staff on site to respond to any accidents or spills that may occur.



All vehicles entering the Watershed are required to obtain an access permit. The permit outlines rules for workers while working inside the Watershed. It is the responsibility of the worker to know and understand these requirements. Technician's servicing units on the normally schedule service day will check in at Tacoma Waters Green River Headworks Guard Building, located at 36932 SE Green River Headworks Rd. During normal non inclement weather or poor access days they will drive approximately 20 miles servicing up to 8 units, most times the number of units will be 6. The technician will drive back to the main gate and proceed to the South Massey gate near Cumberland. From Cumberland the technician will drive approximately 17 miles servicing 2 units, then proceed out the same gate completing the entire watershed service plan. During inclement or adverse road conditions the technician will drive to headworks gate and service both units located at the headworks; referenced below as numbers 1 & 2, it is occasionally passable to the NF 7 site, technicians should verify access once they arrive at the guard building. Sites 1 & 2 are located on campus and within a half mile of the above address. Should site 3 require service the technician will be required to drive 7 miles into the watershed to complete the service.

#### C Watershed Scope of Work

See Green River Headworks Locations Map in Appendix D.

Due to seasonal access issues, pricing on this proposal is separated into unit and service rates. Due to the remote location of some of the units, the City will pay a \$20 premium per unit serviced for locations 5-9.

Drivers who are unfamiliar with site locations should ask the gate or any watershed staff for assistance in locating the sites. The table below is color coded to indicate required frequency of service:

- 1 **Require year round bi-weekly service**
- 2 **Require bi-weekly service weather dependent (generally not accessible from December to April)**
- 3 **Require service on an as needed basis**

Site #	Location description and access information	CB channel
1	<b>MDB located at headwork's behind operations building (this is a Tacoma owned toilet and has no company signage on it but still needs to be serviced)</b>	
2	<b>Headworks main gate, across from guard building</b>	
3	<b>NF 7 located on the 5500 road just past the 7 mile marker</b>	10
4	<b>Range located behind yellow gate at the 9 ¾ mile on 5500 road, serviced on an as needed basis (Key Required)</b>	10
5	<b>Rock Pit/ located around the 12 ½ mile on the 5530 road</b>	10
6	<b>Maywood/ located around the 19 ¾ mile on the 5530</b>	10
7	<b>Maywood at the BNSF railroad tracks. gate is accessed off the 5530 200yds west of site 5 (Key Required)</b>	10

8	Massey Gate accessed from Cumberland on the Massey Kuzak rd. Road becomes the 3703 behind 2 gates (Key Required) gates should be left as found	8
9	High wire fence located near the 18 mile on the 3703 rd. (Key Required)	8
10	Mobile toilet located at Headworks (Tacoma owned unit with no signage that will need servicing)	10

#### 5.2.4 Power Generation (Section 4 of Price Proposal Form)

Respondents to this scope of work must be able to provide service to both the portable toilet and the value scopes given below.

##### A Power Generation Portable Toilet Scope of Work

- 1 Swafford Pond Boat Launch
  - a One standard unit, serviced weekly, all year
- 2 Hydro Vista
  - a One standard unit, serviced weekly for six months from April through September
- 3 Mayfield Dam Overlook
  - a One standard unit, serviced weekly, six months from April through September
- 4 Glenoma Park
  - a One ADA unit, weekly service, six months from October to March
- 5 Mossyrock Dam (North Side)
  - a One standard unit serviced weekly from October through March and twice weekly from April through September.
  - b One ADA unit, serviced weekly from October through March and twice weekly from April through September
  - c Two standard units twice weekly service from April through September
- 6 Mossyrock Dam (South Side)
  - a One standard unit, weekly service throughout the year
- 7 Cowlitz Salmon Hatchery
  - a One standard unit, weekly service October through March and twice weekly service April through September.
  - b One ADA unit, weekly service October through March and twice weekly service April through September
- 8 Cowlitz Trout Hatchery
  - a One standard unit, weekly service October through March and twice weekly service April through September.
  - b One ADA unit, weekly service October through March and twice weekly service April through September
- 9 Additional Pricing Terms:
  - a Additional Unit with weekly service
  - b Additional Unit with twice weekly service
  - c Additional service upon request
  - d Additional ADA Compliant Unit upon request

**B Power Generation Sewer Tank and Vault Scope of Work**

- 1 Please see Power Generation Vault List in Appendix D. Vendor must be able to provide service at all locations on the document.
- 2 Vault Toilet Pumping
  - a Vault Toilets are present at the Salmon Hatchery, Trout Hatchery, Mossyrock Park, Taidnapam Park, Mayfield Lake Park, Peterman Trailhead.
  - b Approximately twelve vaults pumped annually
- 3 Sewer Tank Pumping
  - a Septic Tanks located at Mayfield Locations, Mossyrock Locations, Salmon Hatchery, Trout Hatchery, Mossyrock Park, Mayfield Lake Park, Taidnapam Park and Glenoma Park.

**5.3 Invoicing**

5.3.1 Vendors awarded under this contract will be required to become fully transactional in the City's purchasing portal, Ariba.

5.3.2 Invoices will be submitted against department specific sub-agreements, and it is the vendors responsibility to make sure they are invoiced against the correct contracts.

5.3.3 As sub-agreements are created, these will be communicated to the invoicing contact identified in the respondent's submittal. Contractor can work with the City's contract administrator to assure an accurate contract/sub-agreement list.

**5.4 Performance Review**

5.4.1 Departments that experience particularly good or poor performance will be encouraged to complete the Contractor Review in Appendix C.

5.4.2 Repeat and/or unresolved issues may constitute grounds for termination of the contract.

**6. ANTICIPATED CONTRACT TERM**

The anticipated duration of the contract is for a three-year period with the City's sole option to renew for additional periods as applicable.

**7. CALENDAR OF EVENTS**

This is a tentative schedule only and may be altered at the sole discretion of the City.

Contract may be issued after Public Utility Board and/or City Council approval.

The anticipated schedule of events concerning this RFP is as follows:

Publish and issue RFP:	<b>1/6/2023</b>
Pre-Submittal Questions:	<b>1/16/2023</b>
Response to Questions:	<b>1/20/2023</b>

Request for Proposal  
Template Revised: 02/15/2022

Submittal Due Date:	<b>2/7/2023</b>
Submittal Evaluated, on or about:	<b>February 2023</b>
Interviews/Presentations, on or about:	<b>February 2023</b>
Award Recommendation, on or about:	<b>February/March 2023</b>
Public Utility Board/City Council Approval, on or about:	<b>4/5/2023</b>

## 8. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the [inquiries](#) section..

## 9. INQUIRIES

- 9.1** Send questions to Tad Carlson, Senior Buyer, via email to [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org).  
Subject line to read:

CT22-0368F – Portable Toilet Services – *VENDOR NAME*

- 9.2** Questions must be received no later than 3 pm on the date given in the Calendar of Events above.
- 9.3** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 9.4** The answers are not typically considered an addendum.
- 9.5** The City will not be responsible for unsuccessful submittal of questions.
- 9.6** Written answers to questions will be posted alongside these specifications at [tacomapurchasing.org](http://tacomapurchasing.org).

## 10. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials, or a submittal submitted in response to this RFP, for conducting any presentations to the City, or any other activities related to responding to this RFP or related to the contract negotiation process.

## 11. EVALUATION CRITERIA

The relative weight of each scoring criteria is indicated in the table below.

<b>Criteria</b>	<b>Max Points</b>
Qualifications/Experience of Respondent	<b>20</b>
Examples of Projects	<b>5</b>
Responsiveness to Issues	<b>15</b>
Fees and Charges / Method of Billing / Hourly Rates	<b>25</b>
Qualifications / Experience of Key Personnel	<b>25</b>
Sustainability	<b>5</b>
Equity in Contracting	<b>5</b>

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<b>Total</b>	<b>100</b>
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A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

**11.1** The SAC may select one or more respondent to provide the services required.

**11.2** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

**11.3** A significant deficiency in any single criteria may be grounds for dismissal of the entire submittal.

**12. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.**

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, which materially deviate from the requirements of this RFP, or which are not in conformity with law, may be rejected as being non-responsive.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Respondent's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

The City reserves the right to request clarification of any aspect of a submittal or request additional information that might be required to properly evaluate the submittal. Failure to respond to such a request may result in rejection of the firm's submittal. Respondents are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall no way diminish a Respondent's responsibility to submit a submittal that is current, clear, complete, and accurate.

**12.1 Qualifications/Experience of Respondent – 20 points**

**12.1.1** Clearly state which of the scopes of work your proposal addresses.

**12.1.2** Describe the ability of your firm to deliver each scope of work for which your company is responding.

**12.1.3** Identify all applicable lead times to ensure timely delivery/service.

**12.2 Examples of Projects – 5 points**

Describe three projects similar in scope and complexity to this project's scope of work.

**12.3 Responsiveness to Issues – 15 points**

12.3.1 Describe how your company will ensure service issues are handled promptly for standard services. Include a maximum response time.

12.3.2 Describe how your company will communicate with end users to ensure short term services are delivered and mitigate any issues that arise with those services. Include a maximum response time.

12.3.3 Describe how your company will ensure prompt and accurate invoicing and correction and resubmittal of rejected invoices. Include a maximum response time.

**12.4 Fees and Charges – 25 points**

Complete and return the Price Proposal Form from Appendix A.

**12.5 Qualifications / Experience of Key Personnel – 25 points**

List key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the contract. Include a brief bio or resume outlining the experience of each of the key personnel below:

12.5.1 List a primary and back up Customer Service Representative who will handle orders and issue mitigation.

12.5.2 List a primary and back up Invoicing Representative who will handle invoicing in Ariba and resolution of pricing discrepancy or otherwise rejected invoices.

**12.6 Sustainability – 5 points**

Provide information on your commitment to the environment. Include your sustainability statement and current practices.

**12.7 Equity in Contracting – 5 points**

Is Respondent, or the any entity Respondent is partnering with, certified with Washington State for any of the below categories? Confirmation of any of the below certifications will result in all points for this category.

12.7.1 Combination Business Enterprise (CBE)

12.7.2 Disadvantaged Business Enterprise (DBE)

12.7.3 Minority Business Enterprise (MBE)

12.7.4 Minority/Women Business Enterprise (MWBE)

12.7.5 Small Business Enterprise (SBE)

12.7.6 Socially and Economically Disadvantaged Business Enterprise (SEDBE)

12.7.7 Women Business Enterprise (WBE)

**12.8 Client References –0 points**

12.8.1 Be sure to fill out and return the Record of Prior Contracts found in Appendix A as this, in addition to any other pertinent information, will be used to confirm fulfillment of the Minimum Qualifications.

12.8.2 Additionally, provide three client references able to verify the firm's overall expertise for this type of work. The references must have worked with the firm within the last three years. Provide complete information such as name of company, contact person, address, phone number, and email address.

12.8.3 Failure to provide three reachable references may result in the submittal being deemed non-responsive.

**12.9 Credit Card Acceptance – 0 points**

Provide a statement regarding your ability to meet the City's credit card requirements (state below) as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process.

**12.10 Exceptions – 0 points**

If Respondent takes exception to any of the City of Tacoma's Standard Terms and Conditions stated herein or to any other part of this specifications, including the stated Insurance Requirements, they must identify the section and page that is the subject of the exception, specify the nature of the exception and, if applicable, provide proposed replacement language or proposed replacement form of Contract. Acceptance of any proposed changes are at the sole discretion of the City.

**13. INTERVIEWS / ORAL PRESENTATIONS**

An invitation to interview may be extended to Respondents based on SAC review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine additional scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days' notice.

If interviews are conducted, the SAC will schedule the interviews using the email address for communications provided on the signature page. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

Following interviews, submittals will be rescored using the same criteria as given in the Evaluation Criteria section above.

**14. RESPONSIVENESS**

Respondents agree their submittal is valid until a contract(s) has been executed.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

The final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

## **15. CITY'S RESERVED RIGHTS**

Respondents are advised that the City reserves the right to cancel any award at any time prior to mutual execution of a Contract if cancellation is deemed to be in the City's best interest. City is not liable to Respondent for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of this submittal.

In addition to any reserved rights contained in the City of Tacoma Standard Terms and Conditions, City specifically reserves the following rights:

- To waive any or all informalities or irregularities in any submittal which, in City's sole judgement, are deemed minor or immaterial
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

## **16. CONTRACT OBLIGATION**

The selected Respondent(s) will be expected to execute a Contract with the City. At a minimum, any contract will incorporate the contents of this specification, including all stated services or deliverables and other requirements and the City of Tacoma Standard Terms and Conditions, together with the contents of Respondent's submittal. The submittal contents of the successful Respondent will become contractual obligations

## **17. FORM OF CONTRACT**

In event the City's Services Contract or other City Contract template is attached to this RFP as a sample form of Contract, the City expects to utilize the Terms and Conditions contained in the sample form of Contract. Post award negotiation may occur at the discretion of the City. Respondents should clearly state exceptions to City's Standard Terms and Conditions as well as to the Terms and Conditions contained in any attached sample form of Contract and to any other portions of this RFP, including the stated Insurance Requirements. Respondents may also propose to utilize their own form of Contract and in such instances, Respondent must provide its form of Contract as part of its submittal. City, at its sole option, will decide whether engage in negotiation on any or all proposed exceptions. City reserves sole discretion to determine the final form of Contract that will be used.

## **18. INSURANCE REQUIREMENTS**

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation.



## **19. PREVAILING WAGE INFORMATION (IF APPLICABLE)**

If this project requires prevailing wages under 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce, King, Thurston, Mason and Gray's Harbor County/Counties.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<https://secure.lni.wa.gov/wagelookup/>

## **REQUIRED FILINGS**

The contractor and all subcontractors covered under 39.12 RCW shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.
3. Please see the Intent and Affidavits for On-Call Contracts document in Appendix C.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://secure.lni.wa.gov/> or by visiting their MY L&I account.

## **20. PRICING**

**20.1** Submitted pricing will be firm through the initial term of the contract.

**20.2** If the City chooses to exercise extension options, pricing can be reviewed and updated by mutually approved amendment.

**20.3** Please see the City of Tacoma Terms and Conditions for additional information on pricing.

## **21. INVOICING**

- 21.1** Selected vendors will be required to complete enablement and transact in Ariba, the City's invoice submittal portal.
- 21.2** Departments will have their own subagreements and invoices submitted against the wrong sub-agreement will be rejected and need to be resubmitted.
- 21.3** All invoices must be accompanied by a PDF of the invoice as an attachment in Ariba that at a minimum includes date and address of services in addition to line-item detail of delivered services.

## **22. PAID LEAVE**

Effective February 1, 2016, the City of Tacoma requires all employers to provide Paid Leave and Minimum Wage, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit <http://www.cityoftacoma.org/employmentstandards>.

## **23. PARTNERSHIPS**

The City will allow Respondents to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. Any contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

## **24. COMMITMENT OF FIRM KEY PERSONNEL**

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

## **25. AWARD**

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via the Purchasing Division using the email address for communications provided on the signature page.

Once a Respondent(s) has been selected for award by the SAC, contract negotiations will begin. If a contract with the selected Respondent(s) is not successfully negotiated in that the City's final offer is not accepted, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Respondent. When a contract is successfully negotiated, the Contract will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

## **26. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the City's Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

## **27. EQUITY IN CONTRACTING**

The City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

## **28. PROPRIETARY OR CONFIDENTIAL INFORMATION**

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

For complete detail on Respondent's responsibility to identify and mark confidential information, and the applicability of the Public Disclosure Act, see the [Standard Terms and Conditions](#).

## **29. ADDENDUMS**

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted along with this specification on <http://www.tacomapurchasing.org>. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

## **APPENDIX A**

Signature Page

Price Proposal Form

Record of Prior Contracts

## SIGNATURE PAGE

### **CITY OF TACOMA CITYWIDE**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Proposals page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

### **REQUEST FOR PROPOSALS SPECIFICATION NO. CT22-0368F Portable Toilet Rental and Pumping Services**

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

#### **Non-Collusion Declaration**

*The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).*

\_\_\_\_\_  
Bidder/Proposer's Registered Name

\_\_\_\_\_  
Signature of Person Authorized to Enter      Date  
into Contracts for Bidder/Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

\_\_\_\_\_  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number

\_\_\_\_\_  
E.I.No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

\_\_\_\_\_  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

## CT22-0368F Price Proposal Form

Respondents are strongly encouraged to download and return the excel version of this document, available on [www.tacomapurchasing.org](http://www.tacomapurchasing.org). Enter the unit rate in the Unit Price column and use the provided quantities to determine a Line Item Total. For items that do not have a quantity will not be used to determine a score on the pricing criteria but rather to include them as available services and identify associated pricing if needed.

### Part 1: Standard Rentals

Bid Item Number	Description	Supplier Part Number	Unit Price	Quantity	UOM	Line Item Total
1	2 Station Sink - Daily Rental			95	day	
2	2 Station Sink - Monthly Rental			40	month	
3	2 Station Sink - Weekly Rental			22	week	
4	4 Stall Shower Combo- No Sevice			17	week	
5	ADA Wheelchair Accessible - Daily Rental			79	day	
6	ADA Wheelchair Accessible - Monthly Rental - EOW Service			13	month	
7	ADA Wheelchair Accessible - Monthly Rental - Monthly Service			84	month	
8	ADA Wheelchair Accessible - Monthly Rental - Weekly Service			27	month	
9	Additional Service - 48 Hours Notice			170	ea	
10	Holding Tank Pump One Time Svc			8	ea	
11	Lock and Key			119	ea	
12	Service - City Owned Portable Restroom			55	ea	
13	Standard Restroom - Daily Rental			506	day	
14	Standard Restroom - Monthly Rental - EOW			168	month	
15	Standard Restroom - Monthly Rental - Monthly Service			258	month	
16	Standard Restroom - Monthly Rental - Twice Weekly Service			108	month	
17	Standard Restroom - Monthly Rental - Weekly Service			258	month	
18	Standard Restroom - Weekly Rental			9	week	
19	Standard Restroom with Sink			43	week	
20	Weekend and After Hours Fee				ea	
Part 1 Total						0

### Part 2: Short Term Rentals

Bid Item Number	Description	Supplier Part Number	Unit Price	Quantity	UOM	Line Item Total
ST1	Short Term Portable Toilet Rental - Weekend (Fri-Mon)			100		
ST2	Short Term Portable Toilet Rental - Weekday (3 days)			100		
ST3	Hand Washing Sink				day	
ST4	Additional Service - As Needed				ea	
Part 2 Totals						0

### Part 3: Green River Headworks

Bid Item Number	Description	Supplier Part Number	Unit Price	Quantity	UOM	Line Item Total
GR1	Monthly Rate - Unit Only			86	month	
GR2	Service Only Rate			165	ea	
GR3	Remote Location Servicing Premium (per service of locations 5-9)		\$ 20.00	80	ea	
GR4	As Needed Service				ea	

### Part 4: Power Generation

Bid Item Number	Description	Supplier Part Number	Unit Price	Quantity	UOM	Line Item Total
PG1	Swaffor Pond Boat Launch				month	
PG2	Hydro Vista				month	
PG3	Mayfield Dam Overlook				month	
PG4	Glenoma Park				month	
PG5	Mossyrock Dam (North Side)				month	
PG6	Mossyrock Dam (South Side)				month	
PG7	Cowlitz Salmon Hatchery				month	
PG8	Cowlitz Trout Hatchery				month	
PG9	Mossyrock Park				month	
PG10	Additional Units (1x per week service)				month	
PG11	Additional Units (2x per week service)				month	
PG12	Additional Service to Units (Upon Request)				ea	
PG13	Additional ADA Compliant Unit (Upon Request)				ea	
PG14	Vault Toilet Pumping				gal	
PG15	Sewer Tank Pumping				gal	
PG16	Maximum Annual Escalation Percentage				%	
Part 4 Totals						0

Anticipated Escalation Rate	Percentage
Year 4	
Year 5	

## RECORD OF PRIOR CONTRACTS

NAME \_\_\_\_\_ ADDRESS \_\_\_\_\_

**Type of Work** \_\_\_\_\_ **Specification No.** \_\_\_\_\_

[illegible][illegible]



## **APPENDIX B**

### Sample Contract

## SERVICES CONTRACT

THIS CONTRACT, made and entered into effective as of [Month] [Day], [Year] ("EFFECTIVE DATE"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and [INSERT legal name of Supplier exactly as it appears in Ariba including any dbas or trade names], (hereinafter may be referred to as "CONTRACTOR" or "SUPPLIER");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

### 1. Scope of Services

The CONTRACTOR agrees to diligently and completely perform the services or deliverables consisting of portable toilet rental and pumping services as is described in RFP CT22-0368F and Vendor's Response to RFP CT22-0368F attached hereto and incorporated herein.

### 2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit RFP CT22-0368F and Vendor's Response to RFP CT22-0368F, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, RFP CT22-0368F and Vendor's Response to RFP CT22-0368F.

### 3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

### 4. On Call Contracts

If the services and deliverables performed under this Contract are performed on an on call or as assigned basis, service and deliverables will be assigned by Task Authorization or Statements of Work or other similar mechanism, each of which will contain the scope of the specific services or deliverables to be performed or provided, together with a schedule and budget, which will be in accordance with rates, charges and times for performance as set forth in this Contract. The total compensation paid under this Contract is dependent on the quantity of on call or as assigned services actually provided, subject to the not to exceed amount stated herein. Services or deliverables provided under this Contract, and the corresponding compensation, cannot augment compensation under a different contract with the CITY for the same Scope of Services as are provided under this Contract.

### 5. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

## **6. Renewals**

At CITY's sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

## **7. Delay**

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

## **8. Compensation**

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract on the basis of Vendor's Response to RFP CT22-0368F

## **9. Prevailing Wages**

- A. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
  - 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
  - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage

specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.

3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

## **10. Not to Exceed Amount**

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

## **11. Payment**

CONTRACTOR shall submit monthly invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

## **12. Payment Method**

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

## **13. Independent Contractor Status**

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

## **14. Services Warranty**

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

## **15. Reliance on CITY Provided Data or Information**

CONTRACTOR is not entitled to rely on any information or data supplied by CITY and is obligated to independently verify any information or data supplied by CITY.

## **16. Contract Administration**

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of

services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

#### **17. Specific Personnel**

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

#### **18. Records Related to Performance of Contract**

Upon CITY's request, CONTRACTOR shall make available to CITY all accounts, records and documents related to the performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract. Upon City's request CONTRACTOR shall provide to CITY any and all records or documents related to the performance of this Contract that CITY deems to be public records responsive to a request made to the CITY pursuant to the Washington State Public Records Act, Chapter 42.56 Revised Code of Washington.

#### **19. Records Retention**

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of 6 years after receipt of the final payment under this Contract or termination of this Contract.

#### **20. Notices**

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

CITY:	CONTRACTOR:
Name:	Name:
Title:	Title:
Address:	Address:
Telephone No.:	Telephone No.:
E-mail:	E-mail:

## 21. Termination

- A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY's own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.
- B. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- C. In the event of material default or breach by CONTRACTOR of any of the terms or conditions of the Contract, CITY may, at its election, procure services and deliverables under this CONTRACT from other sources, and may deduct from the unpaid balance due CONTRACTOR, or collect against the bond or security (if any), or may invoice and recover from CONTRACTOR all costs paid in excess of the price(s) set forth in the Contract.
- D. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## 22. Suspension

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## 23. Federal Funds

If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at Appendix A to this Contract are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract. If CONTRACTOR's receipt of federal funds under this Contract is as a

sub-recipient, Appendix B, "Sub-recipient Information and Requirements" must be completed and incorporated into and made part of this Contract.

## **24. Taxes**

Unless stated otherwise herein, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

## **25. Licenses and Permits**

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

## **26. Indemnification**

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

## **27. Title 51 Waiver**

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.



## **28. Insurance**

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by CITY to identify a deficiency in the insurance documentation provided by CONTRACTOR or failure of CITY to demand verification of coverage or compliance by CONTRACTOR with these insurance requirements shall not be construed as a waiver of CONTRACTOR's obligation to maintain such insurance.

## **29. Nondiscrimination**

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## **30. Conflict of Interest**

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

## **31. Public Disclosure**

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to

disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

### **32. Confidential or Proprietary Records Must be Marked**

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

### **33. Approval for Release of Information Related to Contract**

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **34. Dispute Resolution**

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

### **35. Miscellaneous Provisions**

#### **Governing Law and Venue**

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

### **Assignment**

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

### **No Third Party Beneficiaries**

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

### **Waiver**

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

### **Severability and Survival**

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

### **Entire Agreement**

This Contract and the attached Exhibits and Appendices, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

### **Modification**

No modification or amendment of this Contract shall be effective unless set forth in a written and executed Amendment to this Contract.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

## **APPENDIX A**

### **FEDERAL FUNDING**

#### **1. COPELAND ANTI-KICKBACK ACT**

For Contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### **2. EQUAL EMPLOYMENT OPPORTUNITY**

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation

information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

### **3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

#### **4. CLEAN AIR ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

#### **5. FEDERAL WATER POLLUTION CONTROL ACT**

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as

amended, 33 U.S.C. 1251 et seq.

- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

## **6. DEBARMENT AND SUSPENSION**

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

## **7. BYRD ANTI-LOBBYING AMENDMENT**

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. 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 the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.



## 8. PROCUREMENT OF RECOVERED MATERIALS

- A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
1. Competitively within a timeframe providing for compliance with the contract performance schedule;
  2. Meeting contract performance requirements; or
  3. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## APPENDIX A-1

### APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

## APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

<b>(i) Agency Name (must match the name associated with its unique entity identifier)</b>		<b>(ii) Unique Entity Identifier</b> <i>(i.e., DUNS)</i>	<b>City of Tacoma Number for This Agreement</b>
<b>(iii) Federal Award Identification Number (FAIN)</b>	<b>(iv) Federal Award Date</b>	<b>(v) Federal Period of Performance Start and End Date</b>	<b>(vi) Federal Budget Period Start and End Date</b>
<b>(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>:</b>  \$	<b>(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency</b>	<b>(ix) Total Amount of the Federal Award <i>Committed</i> to the agency</b>  \$	
<b>(x) Federal Award Project Description:</b>  CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS— City of Tacoma			
<b>(xi) Federal Awarding Agency:</b>  DEPARTMENT OF THE TREASURY	<b>Pass-Through Entity:</b>  City of Tacoma	<b>Awarding Official Name and Contact Information:</b>	
<b>(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</b>			<b>(xiii) Identification of Whether the Award is R&amp;D</b>
<b>(xiv) Indirect Cost Rate for the Federal Award</b>	<b>Award Payment Method (lump sum payment or reimbursement)</b>  REIMBURSEMENT		

## **APPENDIX C**

Insurance Requirements

Contractor Performance Review Form



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

### 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## 2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## 3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

## 4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

### 4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.
- 4.1.2 Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

### 4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

### 4.4 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

### 4.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

### 4.6 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.6.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.6.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

### 4.7 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways.

The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include the following:

4.7.1 Endorsed to include Limited Seepage and Pollution Endorsement

4.7.2 Endorsed to include Evacuation Expense Coverage Endorsement.

### 4.8 Other Insurance





# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.

### 4.9 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).

## CONTRACTOR PERFORMANCE REVIEW (FOR INTERNAL RECOMMENDATION PURPOSES)

Project:	Spec. #
Location:	Contractor: (Use separate sheet for each sub-contractor)
Engineer:	Inspector:

### EVALUATION

<b>Rate Each Area:</b> EXCELLENT - 3            GOOD - 2            ACCEPTABLE - 1            INADEQUATE - 0
--

- |  |  |
|--|--|
| _____ 1. Safety<br><br>_____ 2. Quality of Work<br><br>_____ 3. Overall Rating<br><br>_____ 4. Communication/Coordination<br>on Site<br><br>_____ 5. Communication/Coordination<br>with Office<br><br>_____ 6. Supervision on Site | _____ 7. Quality of Supervisor<br><br>_____ 8. Site Management<br><br>_____ 9. Adequate Equipment<br><br>_____ 10. Adequate Personnel<br><br>_____ 11. Was Project Completed<br>on Time (Y/N)<br><br>_____ 12. Would You Recommend<br>this Contractor Work<br>for Us Again (Y/N) |
|--|--|

Comments (Required if Rated Below Acceptable)

Input by \_\_\_\_\_ Review No. \_\_\_\_\_ Date \_\_\_\_\_

## **APPENDIX D**

### Technical Specifications

## Power Generation Locations Map



## MOSSYROCK DAM

- |   |  |   |
|---|--|---|
| <p>■ Mossyrock – Hydrovista Lane<br/>Standard (1) – 6 months / Apr – Oct (Maint.1 x Week)</p> | <p>■ Mossyrock Dam South Side (Onion Rock Lane)<br/>Standard (1) – Annual / Jan – Dec (Maint.1 x Week)</p> | <p>■ Mossyrock Dam North Side (Route 12)<br/>Standard (2) &amp; ADA (1) Annual / Oct - Apr (Maint.1 x Week)<br/>Apr - Oct (Maint.2 x Week)<br/>Standard (2) Additional - 6 month Apr – Oct (Maint.2 x Week)</p> |
|---|--|---|





## MOSSYROCK PARK

- Park shop (at entrance)  
 Standard (1) – Annual / Jan – Dec (Maint.1 x Week)
- Kayak Parking – Old Hwy  
 Standard (1) – 6 months / Apr – Oct (Maint.1 x Week)
- Swim Beach ADA Parking  
 Standard (1) & ADA (1) Annual / Oct - Apr (Maint.1 x Week)  
 Apr - Oct (Maint.2 x Week)
- S'Mores Loop Trail Head  
 Standard (1) & ADA (1) 6 month / Apr - Oct (Maint.2 x Week)





**SWOFFORD POND**

■ Swofford Pond Boat Ramp  
Standard (1) – Annual / Jan – Dec (Maint.1 x Week)





GLENOMA PARK

■ Glenoma Park Parking Lot  
ADA (1) – 6 months / Oct - Apr (Maint.1 x Week)





MAYFIELD DAM

■ Mayfield Dam Overlook  
Standard (1) – 6 months / Apr - Oct (Maint.1 x Week)





## SALMON HATCHERY

- Salmon Hatchery Fishing Area:
  - Standard (1) & ADA (1) Annual / Oct - Apr (Maint.1 x Week)
  - Apr - Oct (Maint.2 x Week)





**TROUT HATCHERY**

- Trout Hatchery ADA Fishing Access
  - Standard (1) & ADA (1) Annual / Oct - Apr (Maint.1 x Week)
  - Apr - Oct (Maint.2 x Week)



## Power Generation Vault List



**Power Generation Septic - Vault Pumping**

Area	TankSize (gallons)	Suggest Year	Pump Year	Location	Address
Mayfield	2400	1	2022	Utility Warehouse (4 x Year)	253-2 Hydro Lane, Silver Creek WA 98585
Mayfield	1000	5	2025	Project Office	253 Hydro Lane, Silver Creek WA 98585
Mayfield	2000	10	2026	Maintenance Garage	277 Hydro Lane, Silver Creek WA 98585
Mayfield	750			Switchyard Control House	116 Burma Lane, Silver Creek WA 98585
Mayfield	1000	10	2029	Powerhouse	363 Hydro Lane, Silver Creek WA 98585
Mayfield	1000	6	2023	Residence 1 (Lambert)	170 Cove Lane, Silver Creek WA 98585
Mayfield	1000	6	2026	Residence 2 (Chalmers)	176 Cove Lane, Silver Creek WA 98585
Mayfield	1125	6	2026	Residence 3 (Edwards)	103 Hydro Lane, Silver Creek WA 98585
Mayfield Lake Park	2400	2	2023	Day Use Area	115 Mayfield Park Lane, Mossyrock WA 98564
Mayfield Lake Park	1800	1	2023	Boat Launch Vault (2 x Year)	115 Mayfield Park Lane, Mossyrock WA 98564
Mayfield Lake Park	1000	6	2025	Camp Host	180 Beach Rd mailing address
Mayfield Lake Park	1500	2	2023	Group Campground	124 Group Camp Lane, Mossyrock WA 98564
Mayfield Lake Park	1800	1	2023	Waterfront Camping Vault	Waterfront Lane, Mossyrock WA 98564
Mayfield Lake Park	8000	3	2023	Dump Station	Dump Station
Mayfield Lake Park	1500	2	2023	Main Campground	174 Mayfield Park Lane, Mossyrock WA 98564
Mossyrock	1000	10	2023	Powerhouse	439 Onion Rock Lane, Mossyrock WA 98564
Mossyrock	750	10		Switchyard Control House	120 Onion Rock Lane, Mossyrock WA 98564
Mossyrock Park	1200	6	2027	Residence 1 (Petrino)	202-25 Aljune Road, Mossyrock WA 98564
Mossyrock Park	3600	1	2023	Boat Launch Restroom	284 Mossyrock Lane, Mossyrock WA 98564
Mossyrock Park	1000	6	2027	Residence 2 (Anderson)	202-50 Aljune Road, Mossyrock WA 98564
Mossyrock Park	4200	1	2023	Dump Station	Dump Station, Mossyrock WA 98564
Mossyrock Park	3500	3	2023	Group Camp Restroom Tank	159 Mossyrock Lane, Mossyrock WA 98564
Mossyrock Park	3000	2	2023	Birdseye View	177 Birdseye View Lane, Mossyrock WA 98564
Mossyrock Park	3500	3	2025	Boat Launch Fish Cleaning Station	284 Mossyrock Lane, Mossyrock WA 98564
Mossyrock Park	7600	3	2024	Concession Building	298 Mossyrock Lane, Mossyrock WA 98564
Mossyrock Park	3500	3	2023	Main Fish Cleaning Station	129 Main Campground Lane, Mossyrock
Mossyrock Park	1200	3	2023	Primitive Group Camp	Primitive Camp Lane, Mossyrock Wa 98564
Mossyrock Park	4200	2	2024	Main Campground	129 Main Campground Lane, Mossyrock WA 98564
Mossyrock Park	1200	3	2023	Entrance Booth / Camp Host	202 Aljune Road, Mossyrock WA 98564
Peterman Hill	2000	3	2023	Trail Head Vault	269 Peterman Hill Road, Morton 98356
Salmon Hatchery	1500	5	2025	Main Building	125 Salmon Lane, Salkum WA 98582
Salmon Hatchery	1500	8	2028	Visitor Center	199 Salmon Lane, Salkum WA 98582
Salmon Hatchery	1000	6	2025	House 2	115 Salmon Lane, Salkum WA 98582
Salmon Hatchery	1000	6	2027	House 3	121 Salmon Lane, Salkum WA 98582
Salmon Hatchery	1000	6	2028	House 4	145 Salmon Lane, Salkum WA 98582
Salmon Hatchery	1000	10	2027	Maintenance Building	149 Salmon Lane, Salkum WA 98582
Salmon Hatchery	1800	2	2024	Boat Launch Vault by Kiosk	279 Barrier Dam Lane, Salkum WA 98585
Taidnapam Park	2500	2	2024	Old Boat Launch Restroom	147 Cayuse Lane, Glenoma WA 98336
Taidnapam Park	12950	3	2025	LOSS system - Active 1&2 4900 gal ea. / Nibbler 3150 gal ea.	106 Taidnapam Park Drive East, Glenoma WA 98226
Taidnapam Park	10000	1	2023	RV Dump Station	Champion Haul Road, Glenoma WA
Taidnapam Park	1500	5	2026	Group Camp Restroom	113 Wauconda Lane, Glenoma WA 98336
Taidnapam Park	1250	5	2026	Glenoma Park	306 Glenoma Road, Glenoma WA 98336
Taidnapam Park	2500	1	2023	Main Campground	105 Loup Loup Lane, Glenoma WA 98336
Taidnapam Park	1500	2	2023	North Boat Launch Vault	799 Champion Haul Road, Glenoma WA 98336
Taidnapam Park	1250	5	2026	Fishing Bridge - Fish Cleaning Station	145 Blewett Lane, Glenoma WA 98336
Taidnapam Park	1250	6	2024	Residence 2	120 Residence Lane, Glenoma WA 98336
Taidnapam Park	1250	3	2024	Day Use & Primitive Restroom	Day Use & Primitive Restroom
Taidnapam Park	10000	3	2016	Residence 1, Shop, Day Use, Drain Field Station	Drain Field Station
Taidnapam Park	1200	10	2028	Kosmos Boat Launch Vault	150 Kosmos Road, Glenoma WA 98336
Taidnapam Park	1500	2	2023	North Boat Launch Vault	799 Champion Haul Road, Glenoma WA 98336
Taidnapam Park	2500	3	2024	Fishing Bridge - Restroom	145 Blewett Lane, Glenoma WA 98336
Taidnapam Park	1250	5	2027	Boat Launch Fish Cleaning Station	147 Cayuse Lane, Glenoma WA 98336
Trout Hatchery	1000	6	2027	House 2	154 Osprey Lane, Toledo WA 98591
Trout Hatchery	1200	2	2023	Boat Launch Vault	273 Blue Creek Lane, Toledo WA 98591
Trout Hatchery	1000	6	2027	House 6	103 Osprey Lane, Toledo WA 98591
Trout Hatchery	1000	6	2027	House 5	113 Osprey Lane, Toledo WA 98591
Trout Hatchery	1800	5	2026	Main Building	165 Osprey Lane, Toledo WA 98591
Trout Hatchery	1500	6	2027	House 3	146 Osprey Lane, Toledo WA 98591
Trout Hatchery	1100	6	2027	House 1	160 Osprey Lane, Toledo WA 98591
Trout Hatchery	1000	6	2027	House 4	119 Osprey Lane, Toledo WA 98591

## Green River Headworks Locations Map

