



City of Tacoma, WA

**ENVIRONMENTAL SERVICES DEPARTMENT/SOLID  
WASTE  
REQUEST FOR PROPOSAL  
METAL SOLID WASTE AND RECYCLING  
CONTAINERS SPECIFICATION NO. ES21-0015F**



**City of Tacoma**

**Environmental Services Department/Solid Waste**

**REQUEST FOR PROPOSALS ES21-0015F**

**Metal Solid Waste and Recycling Containers**

**Submittal Deadline:** 11:00 a.m., Pacific Time, Tuesday, June 15, 2021

**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:** Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782.

Submittals in response to a RFP 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:** The City of Tacoma Environmental Services Department, Solid Waste Management (SWM) Division is soliciting proposals from qualified firm(s) to purchase metal front-load style solid waste containers, metal rear-load caster boxes and drop-off (roll-off) style metal containers per the attached specifications.

**Estimate:** \$3,752,000.00

**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.

**Federal 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.

## **Request for Proposal**

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## 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>	
Signature Page (Appendix A)	
Price Proposal Form (Appendix A)	
Information in Section 12	
<b>After award, the following documents will be executed:</b>	
Services Contract incorporating these specifications and vendor submittal	
Certificate of Insurance and related endorsements	

## **1. BACKGROUND**

The City of Tacoma Environmental Services Department, Solid Waste Management (SWM) Division is soliciting proposals from qualified firm(s) to purchase metal front-load style solid waste containers, metal rear-load caster boxes and drop-off (roll-off) style metal containers per the attached specifications.

It is anticipated that this contract will be awarded to a single vendor to provide all products identified in this specification; however, the City reserves the right to award the contract to multiple vendors.

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

The City anticipates awarding a single contract.

Submittals submitted 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.

## **2. MINIMUM REQUIREMENTS**

Only vendors experienced in this type of work, and with a record of successful completion of contracts of similar scope and value will be considered for this contract. The City will be the sole judge of the vendor's ability to meet the requirements of this paragraph. Bidders are required to submit a minimum of three references including date(s) of contract, contract amount, company name, contact person, and contact phone number. See Section 12: Content to be Submitted.

## **3. SUMMARY OF SCOPE OF SERVICES AND DELIVERABLES**

### **3.1 Pricing**

#### **A. Quantities**

The City has the right to increase or decrease purchases under this contract and pay according to the unit prices quoted in the proposal. The quantities shown are estimates only for the initial contract purchase and not a guarantee of any particular dollar or unit volume. Additional containers may be purchased, as needed, during any or all active terms if renewal options are exercised.

#### **B. Price Increases/Price Decreases**

Prices must provide sixty (60) days for acceptance by the City from the due date for receipt of submittals and then shall be firm throughout the initial 24-month contract period and shall establish a base price against which the vendor may request price adjustments.

Following the initial 24-month term, the City will consider price adjustments for each subsequent 12-month contract period, under the following conditions:

1. The maximum amount of increase allowed will be no greater than the previous 12-month Consumer Price Index, Seattle-Tacoma-Bremerton (CPI-U), All Items 1982-84+100.
2. Vendor will be required to submit written proposal price increase thirty (30) calendar days prior to end of contract period to Lyle Hauenstein, Solid Waste Commercial Collections Supervisor.
3. Any proposed increase in price to contract line items must be beyond the control of the vendor and supported by written documentation for the manufacturer indicating new, higher/lower cost adjustments in effect.
4. Prices will be adjusted only to the amount of cost increase to vendor.
5. No adjustments will be made for vendor profit margin.
6. The City reserves the right to accept or reject all such increases.
7. The City is entitled to any promotional pricing during the contract period which is lower than our standard pricing as provided in the proposal.
8. Price increase may be passed on if increase is due to federally mandated notice.

### 3.2 Delivery

Delivery of the containers may start with the award to the successful bidder/respondent.

City of Tacoma  
Solid Waste Management Division  
3510 South Mullen Street  
Tacoma, WA 98409-2200

The drop-box and fork-box containers will be delivered in 45 working days after receiving the purchase order. The containers shall be fully assembled and delivered F.O.B. Destination, 3510 South Mullen Street, Tacoma, WA 98409-2200.

### 3.3 Late Delivery

**All items are to be delivered within 45 working days of the formal order.** Date of delivery will be date of receipt and/or acceptance of containers, whichever is later, at the designated City location.

In the event containers ordered become unavailable, an acceptable substitute, approved by the City of Tacoma, must be supplied. If a substitute is not available or acceptable, the order may be canceled, purchased from other sources; and the vendor will reimburse the City of Tacoma for all excess costs over the contract price.

### 3.4 Acceptance

Each piece of equipment (container) will be inspected by authorized SWM personnel. These containers must be compatible with the City's current fork truck, drop-off, and rear-load fleet. The containers will be fully assembled when delivered and must conform in quality and workmanship to those furnished by a manufacturer who regularly manufactures such containers. All parts or design criteria not specifically mentioned, but by which are necessary to provide a quality container, shall be included in the proposal.

### **3.5 Liquidated Damages**

If the vendor does not meet all terms of this contract by the delivery date stipulated in these specifications, the vendor shall pay the City not a penalty, but as liquidated damages, the amount equal to costs the City would pay to others as a result of the unavailability of equipment specified under this contract.

The vendor agrees to pay a late delivery assessment for any delay in delivery exceeding 10 working days beyond the required delivery date indicated in the specifications and shown on the proposal sheet in the amount of \$100 USD per working day (Monday through Friday, excluding legal holidays). Any such late delivery assessments may be deducted from the invoice except for delays which are out of his/her or manufacturer's reasonable control, or due to act of God, fire, strikes, epidemics, war, riot, unavoidable delay in transportation or rail car/transport shortages, or documented unavoidable material shortages, provided the City is notified in writing by the vendor of such pending or actual delay and the reasons therefore. If deemed excusable, the City shall authorize an extension of time. In the event of such an excusable delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay. Any damage assessment or extensions of time are to be authorized by written purchase order changes issued by the City of Tacoma

### **3.6 Warranty**

Warranty shall be provided against defects in material and workmanship, under normal use and service, for a period of twelve months.

### **3.7 Payment**

Upon certification that all equipment has been received and accepted by Solid Waste Management, payment will be made within thirty days of receipt of invoice. The approval shall certify that the equipment has received in accordance with the specifications and is in satisfactory condition.

## **4. CONTRACT TERM**

The contract will be for a two year period with the option to renew the contract three additional one-year terms. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

## **5. 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 City Council approval.

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

Pre-Submittal Questions:	<b>6/4/2021</b>
Response to Questions, on or about:	<b>6/7/2021</b>
Submittal Due Date:	<b>6/15/2021</b>

Award Recommendation, on or about:	<b>6/17/2021</b>
City Council Approval:	<b>June/July 2021</b>

## **6. INQUIRIES**

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

ES21-0015F – Metal Solid Waste and Recycling Containers – *Vendor Name*

- 6.2** Questions marked confidential will not be answered or included.
- 6.3** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 6.4** The answers are not typically considered an addendum.
- 6.5** The City will not be responsible for unsuccessful submittal of questions.

## **7. 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.

## **8. 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 to any subsequent requirements of the contract negotiation process.

## **9. EVALUATION CRITERIA**

A Selection Advisory Committee (SAC) will review and evaluate submittals.

SAC may request clarification on vendor submittals. This action shall not be construed as negotiation or an indication of intention to award. Proposer must be able to provide requested clarification within 48 hours of notification.

The SAC may conduct interviews of the most qualified Respondents before final selection.

- 9.1** The SAC may select one or more respondent to provide the services required.
- 9.2** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating.

**9.3** The City reserves the right to contact references other than those included in the submittal.

<b>Criteria</b>	<b>Max Points</b>
Qualifications/Experience of Firm	<b>20</b>
Examples of Projects	<b>10</b>
Client References	<b>10</b>
Fees and Charges	<b>30</b>
Qualifications / Experience of Key Personnel	<b>20</b>
Sustainability	<b>5</b>
Equity in Contracting	<b>5</b>
<b>Total</b>	<b>100</b>

## **10. INTERVIEWS / CLARIFICATION**

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 with the contact person provided in the SOQs. Additional interview information will be provided at the time of invitation.

## **11. 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.

A significant deficiency in any one criteria is grounds for considering the entire submittal non-responsive.

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.

## **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, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent's/team'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 firm's submittal, or request additional information that might be required to properly evaluate the submittal. A firm's failure to respond to such a request may result in rejection of the firm's submittal. Firms 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 Proposer's responsibility to submit a submittal that is current, clear, complete and accurate.

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

#### **12.1 Qualifications/Experience of Firm – 20 points**

Describe your company's ability to provide the service.

#### **12.2 Examples of Projects – 10 points**

In the fields below, describe three projects similar in scope and complexity to this project's scope of work. Provide photos/images for the container types/sizes listed below with the following views: exterior (front, back, left, right) and interior.

1. 2-yard Rear-Load Recycle
2. 8-yard Front-Load Garbage
3. 8-yard Front-Load Recycle
4. 40-yard Rear-Load Roll-Off with Plastic Lid
5. 40-year Rear-Load Roll-Off without Lid

#### **12.3 Client References – 10 points**

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 year. Provide complete information such as name of company, contact person, address, phone number, and email address. See Section 2 on Minimum Requirements

1. Reference 1
2. Reference 2
3. Reference 3

#### **12.4 Fees and Charges – 30 points**

See Price Proposal Form (Appendix A)

#### **12.5 Qualifications / Experience of Key Personnel – 20 points**

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

#### **12.6 Sustainability – 5 points**

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

#### **12.7 Equity in Contracting – 5 points**

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories (select all that apply)? Selecting any item below will award all points for this category.

- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Minority/Women Business Enterprise (MWBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Women Business Enterprise (WBE)

#### **12.8 Credit Card Acceptance**

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

#### **12.9 Contract Exceptions**

Do you take exceptions to any of the City of Tacoma's Standard Terms and Conditions?

### **13. ACCEPTANCE / REJECTION OF SUBMITTALS**

Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a Submittal, Respondents agree that the City is not liable 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.

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts

- To not award a contract
- To issue subsequent solicitation

#### **14. ACCEPTANCE OF SUBMITTAL CONTENTS**

The Submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

#### **15. CONTRACT OBLIGATION**

The selected Respondent(s) will be expected to execute a contract with the City. As part of the negotiation process, Respondents may propose amendments to the contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment and determine the final contract to be used. At a minimum, any contract will incorporate the terms and conditions contained herein.

#### **16. STANDARD TERMS AND CONDITIONS**

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

#### **17. INSURANCE REQUIREMENTS**

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the RFP. The City of Tacoma Insurance Requirements document is fully incorporated into the RFP by reference.

#### **18. 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>.

#### **19. PARTNERSHIPS**

The City will allow firms 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. All 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.

#### **20. 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.

## **21. AWARD**

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

## **22. 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 reduction plans
- Potential impact on human health and the environment

## **23. 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.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

#### **24. ADDENDUMS**

In the event it becomes necessary to revise any part of this RFP, an addendum will be issued through the event in Ariba. 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

Proposal Sheet

## SIGNATURE PAGE

### **CITY OF TACOMA ENVIRONMENTAL SERVICES / SOLID WASTE**

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. ES21-0015F METAL SOLID WASTE AND RECYCLING CONTAINERS**

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

\_\_\_\_\_  
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.***

**CITY OF TACOMA \* PROPOSAL SHEET \* SPECIFICATION NO. ES21-0015F**

We, the undersigned, hereby agree to furnish the following F.O.B. City of Tacoma Solid Waste Management, 3510 South Mullen Street, Tacoma, WA 98409, freight prepaid and allowed.

<u>ITEM NO.</u>	<u>QUANTITY</u>	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL</u>
1.	6 EA	<b>2-Cubic Yard Front-Load Solid Waste Metal Container with Wheels</b>	\$_____	\$_____
2.	XX	<b>2-Cubic Yard Front-Load Solid Waste Metal Container</b>	\$_____	\$_____
3.	XX	<b>3-Cubic Yard Front-Load Solid Waste Metal Container with Wheels</b>	\$_____	\$_____
4.	XX	<b>3-Cubic Yard Front-Load Solid Waste Metal Container</b>	\$_____	\$_____
5.	XX	<b>4-Cubic Yard Front-Load Solid Waste Metal Container with Wheels</b>	\$_____	\$_____
6.	XX	<b>4-Cubic Yard Front-Load Solid Waste Metal Container</b>	\$_____	\$_____
7.	25 EA	<b>6-Cubic Yard Front-Load Solid Waste Metal Container</b>	\$_____	\$_____
8.	25 EA	<b>8-Cubic Yard Front-Load Solid Waste Metal Container</b>	\$_____	\$_____
9.	XX	<b>10-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container</b>	\$_____	\$_____
10.	XX	<b>15-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container</b> (Container Only)	\$_____	\$_____
11.	XX	<b>20-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container</b> (Container Only)	\$_____	\$_____

12.	XX	<b>25-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container (Container Only)</b>	\$ _____	\$ _____
13.	XX	<b>30-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container (Container Only)</b>	\$ _____	\$ _____
14.	XX	<b>40-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Containers (Container Only)</b>	\$ _____	\$ _____
15.	XX	<b>15-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Plastic Lid</b>	\$ _____	\$ _____
16.	5 EA	<b>20-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Plastic Lid</b>	\$ _____	\$ _____
17.	XX	<b>25-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Plastic Lid</b>	\$ _____	\$ _____
18.	5EA	<b>30-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Plastic Lid</b>	\$ _____	\$ _____
19.	5 EA	<b>40-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Containers with Plastic Lid</b>	\$ _____	\$ _____
20.	XX	<b>15-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Solid Metal Lid</b>	\$ _____	\$ _____
21.	XX	<b>20-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Solid Metal Lid</b>	\$ _____	\$ _____
22.	XX	<b>25-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Solid Metal Lid</b>	\$ _____	\$ _____
23.	XX	<b>30-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Solid Metal Lid</b>	\$ _____	\$ _____
24.	XX	<b>40-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Containers with Solid Metal Lid</b>	\$ _____	\$ _____
25.	XX	<b>15-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Expanded Metal Lid</b>	\$ _____	\$ _____

26.	XX	<b>20-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Expanded Metal Lid</b>	\$ _____	\$ _____
27.	XX	<b>25-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Expanded Metal Lid</b>	\$ _____	\$ _____
28.	XX	<b>30-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Container with Expanded Metal Lid</b>	\$ _____	\$ _____
29.	XX	<b>40-Cubic Yard Rear-Load Drop-Off Solid Waste Metal Containers with Expanded Metal Lid</b>	\$ _____	\$ _____
30.	XX	<b>30-Cubic Yard Drop-Off Box Glass Recycle Metal Container</b>	\$ _____	\$ _____
31.	XX	<b>2-Cubic Yard Rear-Load Metal Recycle Container</b>	\$ _____	\$ _____
32.	10 EA	<b>4-Cubic Yard Front-Load Metal Recycle Container with wheels</b>	\$ _____	\$ _____
33.	XX	<b>4-Cubic Yard Front-Load Metal Recycle Container</b>	\$ _____	\$ _____
34.	XX	<b>6-Cubic Yard Front-Load Metal Recycle Container</b>	\$ _____	\$ _____
35.	35 EA	<b>8-Cubic Yard Front-Load Metal Recycle Container</b>	\$ _____	\$ _____
36.	XX	<b>2-Cubic Yard Plastic Dura-Flex® Lid Front-Load Solid Waste Metal Container</b>	\$ _____	\$ _____
37.	XX	<b>3-Cubic Yard Plastic Dura-Flex® Lid Front-Load Solid Waste Metal Container</b>	\$ _____	\$ _____
38.	XX	<b>4-Cubic Yard Plastic Dura-Flex® Lid Front-Load Solid Waste Metal Container</b>	\$ _____	\$ _____
39.	XX	<b>6-Cubic Yard Plastic Dura-Flex® Lid Front-Load Solid Waste Metal Container</b>	\$ _____	\$ _____

40.	XX	<b>8-Cubic Yard Plastic Dura-Flex® Lid</b> Front-Load Solid Waste Metal Container	\$ _____	\$ _____
41.	20 EA	<b><u>Impact Plastic Roll-Off Lid</u></b> Panel A Model No. 72100-A	\$ _____	\$ _____
42.	20 EA	<b><u>Impact Plastic Roll-Off Lid</u></b> Panel B Model No. 72100-B	\$ _____	\$ _____
43.	20 EA	<b><u>Impact Plastic Roll-Off Lid</u></b> Panel C Model No. 72100-C	\$ _____	\$ _____
44.	XX	<b>10-Cubic Yard Solid Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
45.	XX	<b>15-Cubic Yard Solid Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
46.	XX	<b>20-Cubic Yard Solid Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
47.	XX	<b>25-Cubic Yard Solid Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
48.	XX	<b>30-Cubic Yard Solid Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
49.	XX	<b>40-Cubic Yard Solid Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
50.	XX	<b>10-Cubic Yard Expanded Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
51.	XX	<b>15-Cubic Yard Expanded Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
52.	XX	<b>20-Cubic Yard Expanded Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
53.	XX	<b>25-Cubic Yard Expanded Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____

54.	XX	<b>30-Cubic Yard Expanded Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
55.	XX	<b>40-Cubic Yard Expanded Metal Lid</b> Rear-Load Drop-Off Solid Waste Metal Container	\$ _____	\$ _____
56.	XX	<b>2-Cubic Yard Plastic Lid</b> Rear-Load Recycle Metal Container	\$ _____	\$ _____
57.	XX	<b>4-Cubic Yard Plastic Lid</b> Front-Load Recycle Metal Container	\$ _____	\$ _____
58.	XX	<b>6-Cubic Yard Plastic Lid</b> Front-Load Recycle Metal Container	\$ _____	\$ _____
59.	XX	<b>8-Cubic Yard Plastic Lid</b> Front-Load Recycle Metal Container	\$ _____	\$ _____
60.	XX	<b>Swivel Caster Wheels</b> 6-in. by 2-in. Mold-On with Lock	\$ _____	\$ _____
61.	XX	<b>Swivel Caster Wheels</b> 6-in. by 2-in. Mold-On without Lock	\$ _____	\$ _____
62.	XX	<b>Lid Rods</b> 7/16" - 14 X 67" Double-End Stud 1-½" Thread Ea. End Mild Steel	\$ _____	\$ _____
63.	XX	<b>Lid Rods</b> 7/16" - 14 X 75-½" Double-End Stud 1-½" Thread Ea. End Mild Steel	\$ _____	\$ _____
<b>GRAND TOTAL</b>			\$ _____	\$ _____

Successful vendor can begin services/deliver materials within \_\_\_\_\_ working days from receipt of formal order. **NOTE: Late penalty provisions shall apply.**

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ days, net 30. Payment discount periods of twenty (20) calendar days or more will be considered in determining the most responsive proposal.

## **Appendix B**

### Sample Contract

# CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective this \_\_\_\_\_ day of ,20\_\_\_\_, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and legal name of Supplier including type of business entity ("Contractor").

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

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

1. Specification No. Enter Spec Number and Enter Spec Title together with all authorized addenda.
2. Contractor's submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number and Enter Spec Title.
3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
1. Contract
  2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:  
\$ \_\_\_\_\_, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. 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.
- VII. 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.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

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

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

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

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

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

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

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

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

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

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

## **Appendix C**

Insurance Requirements

Standard Terms and Conditions



# 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.

### **4.2 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 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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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 Five Million Dollars (\$5,000,000) 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 Other Insurance

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.

**CITY OF TACOMA  
STANDARD TERMS AND CONDITIONS  
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

**1.01 SUPPLIER / CONTRACTOR**

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

**1.02 SUBMITTAL**

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

**1.03 FORMS OF SUBMITTAL**

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

**1.04 COSTS TO PREPARE SUBMITTAL**

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

**1.05 LICENSES/PERMITS**

- A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, [https://www.cityoftacoma.org/government/city\\_departments/finance/tax\\_and\\_license/](https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/). Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

## **1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION**

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records 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 Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, 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 Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

## **1.07 SUSTAINABILITY**

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means 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, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
  - 1. Pollutant releases
  - 2. Toxicity of materials used
  - 3. Waste generation
  - 4. Greenhouse gas emissions, including transportation of materials and services
  - 5. Recycle content
  - 6. Energy consumption
  - 7. Depletion of natural resources
  - 8. Potential impact on human health and the environment

#### **1.08 ALTERATIONS NOT ALLOWED**

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

#### **1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS**

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
  - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
  - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

#### **1.10 WARRANTIES/GUARANTEE**

- A. Suppliers warrant that all items, including services, as applicable:
  - 1. Are merchantable.
  - 2. Comply with the City's latest drawings and specifications.
  - 3. Are fit for the City's intended use.
  - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
  - 5. Are new and unused unless otherwise stated.
  - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
  - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

#### **1.11 PATENTS, TRADEMARKS AND COPYRIGHTS**

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

#### **1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION**

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

### **1.13 SUBMITTAL IS NON-COLLUSIVE**

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

### **1.14 PARTNERSHIPS**

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

### **1.15 WITHDRAWAL OF SUBMITTALS**

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

### **1.16 ACCEPTANCE OF SUBMITTALS**

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

### **1.17 RIGHT TO REJECT**

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

### **1.18 RESERVED RIGHTS**

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
  - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
  - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
  - 3. To issue addenda for any purpose including:
    - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
    - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
  - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
  - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

#### **1.19 SUBMITTAL CLARIFICATION**

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

## **1.20 EVALUATION OF SUBMITTALS**

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.
1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
    - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
    - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
    - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
    - d. Time of delivery and/or completion of performance (delivery date(s) offered).
    - e. Warranty terms.
    - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
    - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
    - h. Sufficiency of financial resources.
    - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
    - j. Ability to provide future maintenance and service on a timely basis.
    - k. Location of nearest factory authorized warranty repair facility or parts dealership.
    - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
  2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
    - a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.
  3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

## **1.21 CONTRACT OBLIGATION**

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

## **1.22 AWARD**

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

### 1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

### 1.24 LEGAL HOLIDAYS

A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

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

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

### 1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

### 1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

### 1.27 TERMINATION AND SUSPENSION

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Supplier's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.

D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

### **1.28 DEFAULT/BREACH**

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

### **1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION**

Supplier agrees to diligently and completely perform the services and provide the deliverables required by a Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

### **1.30 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS**

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

### **1.31 PREVAILING WAGES**

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- 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 attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier 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)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
  - 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.

### **1.32 COPELAND ANTI-KICKBACK ACT**

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

1. Contractor. The 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.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA 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.
3. 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.

### **1.33 FEDERAL AID PROJECTS**

The City of Tacoma, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

### **1.34 FEDERAL FINANCIAL ASSISTANCE**

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

- A. **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. The contractor will take 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:
1. 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. The 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.
  2. The 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.
  3. The 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.
  4. The 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.

5. The 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.
6. The 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.
7. In the event of the 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 Government contracts or federally assisted construction 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.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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. The 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 a 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.

#### B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No 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.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) 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 (B)(1) 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 (b)(1) of this section.
3. 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 subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) 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 (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. 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.
2. 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.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. 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.
2. 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.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. 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).
2. 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.
3. 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 (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. 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 while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

1. 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.

2. If applicable, Contractor must sign and submit to the City the following certification:

**APPENDIX A, 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

## G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. 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>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### 1.35 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.
- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

### **1.36 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED**

- A. Unless an item is indicated as "no substitute," special brands, when named, are intended to describe the standard of quality, performance, or use desired. Equal items will be considered by the City, provided that Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

### **1.37 RISK OF LOSS, SHIPPING AND DELIVERY**

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

### **1.38 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED**

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

### **1.39 PACKING SLIPS AND INVOICES**

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
  - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
  - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).
  - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to [pcardadmin@cityoftacoma.org](mailto:pcardadmin@cityoftacoma.org).

- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.
- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

#### **1.40 COOPERATIVE PURCHASING**

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

#### **1.41 TAXES**

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
  - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
  - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
  - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

#### **1.42 COMPENSATION**

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

#### 1.43 PAYMENT TERMS

- A. 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 Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.
- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

#### 1.44 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
  - 1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
    - a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
    - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
  - 2. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
    - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
    - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
  - 3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
  - 4. Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers 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.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

#### 1.45 NOTICES

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.

#### **1.46 INDEPENDENT CONTRACTOR STATUS**

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

#### **1.47 NONDISCRIMINATION**

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

#### **1.48 REPORTS, RIGHT TO AUDIT, PERSONNEL**

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

#### **1.49 INSURANCE**

- A. During the course and performance of a Contract, Supplier will provide proof and 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, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. 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.

#### **1.50 INDEMNIFICATION – HOLD HARMLESS**

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

#### **1.51 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 a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of Contract subjecting the Contract to termination.

#### **1.52 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS**

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.
- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

#### **1.53 DUTY OF CONFIDENTIALITY**

Supplier acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City except for disclosure of information and documents to Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract. Supplier shall not, without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to a Contract.

#### **1.54 DISPUTE RESOLUTION**

In the event of a dispute pertaining to a 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.

#### **1.55 GOVERNING LAW AND VENUE**

- A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.
- B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

#### **1.56 ASSIGNMENT**

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

#### **1.57 WAIVER**

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

#### **1.58 SEVERABILITY AND SURVIVAL**

If any term, condition or provision herein or incorporated by reference 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 the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

#### **1.59 NO CITY LIABILITY**

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

#### **1.60 SIGNATURES**

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

## **Appendix D**

### Technical Specifications

### Technical Specifications

All parts or design criteria not specifically mentioned, but by which are necessary to provide quality containers, shall be included in the proposal. The containers must, at a minimum, conform to the following minimum specifications.

#### **I. UNIT A – FRONT-LOAD SOLID WASTE METAL CONTAINERS**

##### 1. Size and Estimated Quantity

- a. 20 each----- 2-cubic yard front-load fork box with wheels
- b. XX each----- 2-cubic yard front load fork box
- c. 20 each----- 3-cubic yard front load fork box with wheels
- d. XX each----- 3-cubic yard front load fork box
- e. 40 each----- 4-cubic yard front load fork box with wheels
- f. XX each----- 4-cubic yard front load fork box
- g. 50 each----- 6-cubic yard front load fork box
- h. 50 each----- 8-cubic yard front load fork box

##### 2. Dimensions

- a. 2, 3, 4, 6, and 8-cubic yard bodies----- 72-in. width
- b. 2-cubic yard ----- 34-in. depth and 45-in. height
- c. 3-cubic yard----- 43-in. depth and 48-in. height
- d. 4-cubic yard----- 51-in. depth and 56-in. height
- e. 6-cubic yard----- 66-in. depth and 80-in. height
- f. 8-cubic yard----- 71-in. depth and 80-in. height

##### 3. Construction

- a. Front panel of the containers shall be constructed of 10-gauge steel.
- b. Sides and bottom shall be constructed of 12-gauge steel.
- c. Entire box must be properly reinforced at all stress points.
- d. All front-load containers shall have horizontal embossed corrugations pressed in, as per standard construction.
- e. All welds shall be continuous welds completed by a certified welder using A1 steel.
- f. Box shall be watertight.
- g. Wear plates shall be included where needed.

#### 4. Fork Pockets

- a. Fork pockets shall be constructed of 11-gauge steel minimum, 36-in. long formed channel opening, 9-in. high by 4-in. wide; reinforced with three ¼-in. gussets, both top and bottom. Fork pockets shall be welded to the box with 2-in. skip welds every 3-in. along all seams.
- b. The top gussets shall have a cover plate constructed of 11-gauge steel.
- c. The pocket fork entry will be installed 4-in. from the front of the container and two guide pockets (one each, top and bottom) installed at 45 degrees from pockets to help guide forks into the pockets.
- d. Guides shall be a minimum of ¼-in. thick.
- e. The front surface of the container at the fork entrance area shall be reinforced with bumper plates 3/16-in. thick. These 8-in. plates shall be centered on the 9-in. opening of the fork pocket. The bumper pad shall extend around the front side of the container at least 4-in.

#### 5. Covers and Doors

- a. All containers will have two Dura-Flex® double-wall plastic lids sized appropriately to cover the container.
- b. The lids are to be attached with a ½-in. diameter metal rod with locking nuts on either end.
- c. All fork box containers will be equipped with lock bar devices.

#### 6. Drain Plugs

- a. Containers shall have a plastic drain plug on the outside rear of the box near the bottom.
- b. The drain plug shall not be less than 1.5-in. in diameter.

#### 7. Skid Rails

- a. The container top edge opening shall be reinforced with interlocking, formed channel of not less than 12-gauge steel.
- b. The bottom of the container shall be reinforced with 2-in. ground clearance provided by three 11-gauge square tubing, two 2-in. high and a minimum of 3-in. wide. This square tubing shall be capped at both ends.

#### 8. Wheels

- a. The 2, 3, and 4-cubic yard front-load containers may be equipped with four 6-in. by 2-in. mold-on swivel casters, mounted on single-bolt caster plates.

- b. The four swivel-type wheels shall be removable from a quick-caster mounting plate to a doubler plate.

9. Finish/Stencils

- a. Container shall be painted inside and out with two-part epoxy primer mill level 1.25 to 2 mils thickness. The color shall Dupont Imron N0946 Calzona Green.
- b. All front-load containers will be numbered with white stencil and an alpha-numeric consecutive serial number. Serial numbers will be specified on the Purchase Order and must be confirmed upon receipt.

These containers serial numbers will be stenciled in white 3-in. letters/numbers on the mid front on both sides, and face of the container. The container size “number” will be stenciled in a white 3-in. number on the upper rear corner on both sides of the container.

**See sample.**



## **II. UNIT B – REAR-LOAD DROP-OFF BOX SOLID WASTE METAL CONTAINERS**

1. Size and Estimated Quantity
  - a. 10 each----- 10-cubic yard rear-load drop-off box (concrete)
  - b. 12 each----- 15-cubic yard rear-load drop-off box with plastic lid
  - c. 5 each----- 20-cubic yard rear-load drop-off box with plastic lid
  - d. 5 each----- 25-cubic yard rear-load drop-off box with plastic lid
  - e. 5 each----- 30-cubic yard rear-load drop-off box with plastic lid
  - f. 25 each----- 40-cubic yard rear-load drop-off box with plastic lid
2. Dimensions
  - a. Width
    - All bodies----- 8 ft. wide outside dimension
  - b. Length
    - 10-cubic yard containers ----- 12 ft. in length
    - 15-cubic yard containers ----- 16 ft. in length
    - 20, 25, and 30-cubic yard containers ----- 16 to 18 ft. in length
    - 40-cubic yard containers ----- 18 to 20 ft. in length
  - c. Height
    - Height of all containers shall be sufficient to meet the capacities listed above.
3. Construction
  - a. Lids will be bought as an optional item for all sizes.
  - b. The sides shall form a 45-degree angle where it meets the floor of the container and a 45-degree angle on the outside to meet the formed channel on the outside edge.
  - c. A ladder shall be built on both sides at approximately 6 ft. from the rear of the container.
  - d. The bail hook shall be a distance of 13-in. from the bottom of the skid rail to center of bail and be of 1-½-in. stock. Push-off bars shall be constructed of 3-in. square tube.
  - e. 10-gauge floor formed over 3-in. structural channels, 24-in. center to center. Reinforced 10-yard concrete containers shall have ¾-in. floor over 3-in. structural channels, 18-in. center to center.
  - f. 12-gauge sides and doors. Reinforced 10-yard concrete containers shall have 10-gauge sides and doors.

- g. The top rail will be 3/16-in. box tubing, 2-in. × 3-in. and properly reinforced with gussets.
  - h. Skid rails will be 5-in., 6.7 pound-per-foot channels with legs of the channel facing the outside of container and spaced 30.5-in. apart. Rails must have gussets at approximately 24-in. centers. No exceptions to (Item i).
  - i. Rope hooks: five per side, two on the front, two on each rear door, 24-in. down from the top of the box.
  - j. Front legs to have interior braces and shall be gusseted to the 3-in. structural channel cross members.
  - k. The pickup point shall be recessed and flush with the front of the container. This unit shall be properly gusseted for full strength. Center of the bail is to be 13-in. from the bottom of the rail.
  - l. All inside seams of the container shall be welded continuously.
  - m. 1-in. steel tube welded horizontally the length of the container sides located no less than 48-in. from the top of the container on 20-yard and larger, and none on containers 15-yard and smaller.
  - n. All welds shall be continuous welds completed by a certified welder using A1 steel.
  - o. ¼-in. D-rings shall be installed 2 ft. down from the top edge of the container at each corner.
  - p. Holders for lid hinge pins must be mounted on the front side of the front gusset and rear side of rear gusset.
4. Wheels
- a. Two rear wheels are to be 10-in. wide with steel shafts, grease fittings and gussets welded to the rear cross members.
5. Rear Doors
- a. Two rear doors of 12-gauge steel properly reinforced with angles of channels. These shall be equipped with Leaf style hinges constructed of 7/16-in. plate steel, so door will open up against the side of the drop box. The main leaf of the hinge is 4-7/8-in. wide by 8-in. long. The small leaf is 3-in. × 3-in. × 7/16-in. plate steel. The barrel of the hinge will be comprised of seamless pipe 1.75 OD with a 7/16-in. thick wall seamless pipe and 1-1/8-in. hot rolled steel pin approximately 8-¾-in. long with a 1-¾-in. washer on one end. The other end is will be secured with a 1/8-in. × 3-in. cotter pin. Hinge assemblies will be approximately 8-in. long with one grease fitting per hinge. These hinges shall not protrude from the side of the container so as to avoid contact with the truck's tarping mechanism. The left rear door shall be equipped with a "T" bar locking device that is to be reinforced with a 2-in. angle. An 18-

in. chain shall be attached to each door so that the doors can be secured in the open position with a snap hook to the side of the container. All rear-load drop box solid waste containers shall have a side pull handle on the rear doors.

6. Hold Down Brackets and Push-Off Bars

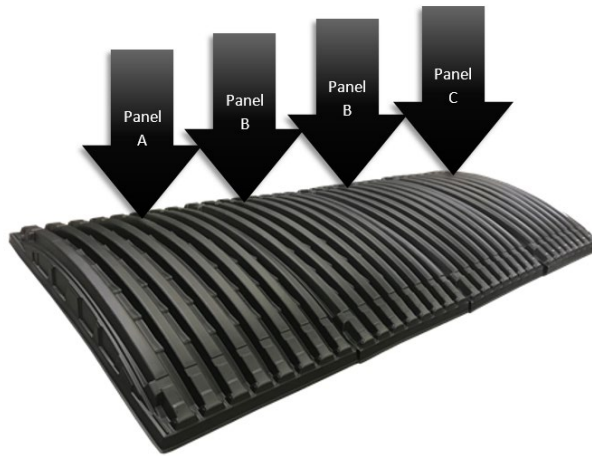
- a. Hold-down brackets (or rear stops) shall be constructed out of ½-in. × 6-in. flat bar. One end of this stop is to be attached to a piece of structural channel 3-in. welded to the cross members of stringers and floor. The other end will be welded to the rail. This stop is to extend 8-in. out from the rail. Containers 18 ft. in length shall have the front of this stop located 16 ft. from the front of the container.
- b. Push-off bars shall have 3-in. square tube by 6-in. in length and placed one on each side parallel to the bail hook opening. These bars are to extend from the bottom of the container to approximately 2-in. above the bail. The bottom of tube should be cut at a 45-degree angle.

7. Lids

- a. Plastic, solid metal, and expanded metals options shall fit 12 to 22 ft. containers.

Impact Plastics: <https://impactinnovates.com/enviroguard-roll-off-lid-kit-no-frame/>

(Image: EnviroGuard Roll-Off Lid Kit, No Frame.)



Provide individual pricing/purchase options for each panel:

Model No. 72100-A, SKU: 72100ROC-A (Panel A)

Model No. 72100-B, SKU: 72100ROC-B (Panel B)

Model No. 72100-C, SKU: 72100ROC-C (Panel C)

- b. Reversible lid is hinged to be easily changed to open from either side.
- c. Must conform in quality, size, capacity, and workmanship to those furnished to the waste industry by manufacturer who regularly manufactures such containers.

- d. Solid metal and plastic lids shall peak in the center to a height between 8-in. and 14-in.
  - e. Seams must overlap.
  - f. Must allow coverage over the top rails on all sides of the container.
  - g. Hand crank winch equipped with double brake using ¼-in. steel cable attached to the front of container and the lid rated at 2500-pound capacity. Mounted off-center toward driver side of the container.
  - h. Plastic panels are to be a minimum of ¼-in. HDPE Plastic with UV Stabilizers and corrugations sufficient to support at a minimum of 300-pounds per panel. Attached to frame using Seal-Tek screws spaced 8-in. to 12-in. apart around the entire perimeter of the lid. Solid metal lid top panel is to be 24-gauge galvanized sheets attached to lid frame using Seal-Tek screws.
  - i. Outside framing and ends are a minimum 2-in. × 2-in. × 3/16-in. square tube construction.
  - j. Frame connections to be continuously welded by a certified welder using A1 steel.
  - k. A minimum of three full-width evenly spaced 1.5-in. × 1.5-in. × 0.125-in. square tube cross supports, formed option available, to provide adequate support.
  - l. Minimum of two 3-piece hinge sets per side of 1¼ in. schedule 80 pipe approximately 13-in. long with one piece of 0.75-in. schedule 80 pipe pin approximately 15 ft. long.
  - m. Front a-frame to consist of 2-end vertical pieces of ½-in. × 2 ½-in. × 40-in. long flat bar. One piece of 0.375-in. × 2-in. flat bar connecting end flat bar supports. Two pieces of 1¼ in. schedule 40 pipe diagonally supporting the a-frame to top center of frame.
  - n. Each end of lid to be enclosed with same height roof truss as the center of the lid.
8. Finish/Color
- a. 10, 15, 20, 25, 30, and 40-cubic yard containers shall be painted inside and out with two-part epoxy primer mill level 1 ¼ - 2 mils thickness. The paint color shall be Dupont Imron N0946 Calzona Green.
  - b. 40-cubic yard recycle center drop-box will be painted inside and out Sherwin Williams 7416 Motor Blue Industrial Enamel Polyurethane.

All Drop-Off-Box containers will be numbered with white stencil starting with an alpha-numeric consecutive serial number. Successful bidder will contact Lyle Hauenstein at (253) 594-7843 for number sequence.

The containers serial numbers will be stenciled in white 4-in. letters/numbers on the upper left corner on both the front and rear sides of the container. The container size “number” will be stenciled in a white 6-in. number in the upper right corner on both the front and rear sides of the container. **See sample.**



### **III. UNIT C – DROP-BOX GLASS – METAL CONTAINERS**

1. Size and Quantity
  - a. 30-cubic yard drop-box glass metal container
2. Dimensions
  - a. 18 ft. L × 90-in. W × 73-in. H interior dimensions
  - b. Two 10-in. rear wheels
  - c. Two 10-in. front pads
  - d. 10-gauge steel floor
  - e. 12-gauge steel sides, front, and rear door

- f. Drivers side wall of container lowered to 55-in. must be exact. Photo below.



- g. Single rear door hinged at top of corner posts, two turn buckle-style door latches at bottom of the door. Photo below.



### 3. Construction

- a. No lids, open top.
- b. The sides shall form a 45-degree angle where it meets the floor of the container and a 45-degree angle on the outside to meet the formed channel on the outside edge.
- c. A ladder shall be built on both sides at approximately the center of the containers.
- d. The bail hook shall be distance of 13-in. from the bottom of the skid rail to center of the bail and be of 1 ¼-in. stock. Push-off bars shall be constructed of 3-in. square tube.
- e. 10-gauge floor formed over 3-in. structural channels of 3-in. square tube.
- f. 12-gauge sides and doors.
- g. The top rail will be 3/16-in. box tubing, 2-in. x 3-in. and properly reinforced with gussets.
- h. Skid rails will be 8-in., 6.7 pound-per-foot channels with legs of the channel facing the outside of container and spaced 30-½-in. apart. Rails must have gussets at approximately 24-in. centers. No exceptions to (Item i).

- i. Rope hooks: five per side, two on the front, two on each rear door, 24-in. down from the top of the box.
- j. Front legs to have interior braces and shall be gusseted to the 3-in. structural channel cross members.
- k. The pickup point shall be recessed and flush with the front of the containers. This unit shall be properly gusseted for full strength. Center of the bail is to be 13-in. from the bottom of the rail.
- l. All inside seams of the container shall be welded continuously.
- m. At mid-section of side, 1-in. steel tube welded horizontally the length of the container sides.
- n. Container shall be painted inside and out with two-part epoxy primer mill level 1 ¼ to 2 mils thickness. The paint color shall be Sherwin Williams 7416 Motor Blue Industrial Enamel Polyurethane.
- o. Rear door seal installed

#### **IV. UNIT D – REAR-LOAD METAL RECYCLE CONTAINERS**

- 1. Size and Estimated Quantity
  - a. 200 each -----2-cubic yard rear-load metal recycle container
- 2. Dimensions
  - a. Trunnion bar 78-in. width, Body 64.75-in. width (66-in. maximum), 40-in. depth and 40.5-in. height
- 3. Construction
  - a. Containers shall be constructed on the front and sides with a ¾-in. #9 flattened, expanded metal with a 12-gauge 10-in. × 24-in. sign plate on each panel.
  - b. The bottom and back of all containers shall be constructed of 12-gauge one-piece steel body panel (back, bottom and 4-in. front riser).
  - c. All containers will have a drain hole at the bottom of the container.
- 4. Covers and Doors
  - a. All containers will have Dura-Flex double-wall plastic lids. Lids are to be attached by a threaded hinge pin with locking nuts, zinc-plated to resist corrosion.
  - b. All rear-load containers will be equipped with single bar lid support. Locking mechanism does not include plate.
  - c. Locking chain installed to secure lid opening.
- 5. Wheels
  - a. Four 6-in. × 2-in. mold-on swivel casters, mounted on single-bolt caster plates. One wheel must be a locking caster.

- b. The four swivel-type wheels shall be removable from a quick-caster mounting plate welded to a doubler plate.
- 6. Color
  - a. The container shall be painted inside and out with two-part epoxy primer mill level 1 ¼ to 2 mils thickness. The paint color shall be Sherwin Williams 7416 Motor Blue Industrial Enamel Polyurethane.
  - b. Container serial numbers will be stenciled in white 3-in. letter/numbers on the mid-front on both sides of the container. The container size “number” will be stenciled in white 3-in. number in the upper rear corner on both sides of the container.

## **V. UNIT E – FRONT-LOAD METAL RECYCLE CONTAINERS**

- 1. Size and Estimated Quantity
  - a. 20 each----- 4-cubic yard front load metal recycle containers with wheels
  - b. 20 each----- 6-cubic yard front load metal recycle containers
  - c. 20 each----- 8-cubic yard front load metal recycle containers
- 2. Dimensions
  - a. All bodies 72-in. width
  - b. 4-cubic yard-----45-in. depth and 57-in. height
  - c. 6-cubic yard----- 54-in. depth and 70-in. height
  - d. 8-cubic yard----- 70-in. depth and 70-in. height
- 3. Construction
  - a. Front, side and back panels are to be constructed with 12-gauge steel.
  - b. The bottom shall be constructed with 12-gauge steel with appropriate drain holes.
  - c. The front shall have 36-in. wide by 72-in. long section of ¾-in. #9 expanded metal installed on the lower front.
  - d. A 17-in. × 72-in. 14-gauge section will be above the expanded metal, followed by a 7-in. opening for cardboard.
- 4. Fork Pockets
  - a. Pockets shall be constructed of 11-gauge steel minimum, 36-in. long and formed to create channel opening of 9-in. H × 4-in. W.
  - b. Fork pockets shall be reinforced with a full 36-in. pocket stiffener plate and with three gussets on the bottom of the pocket. Fork pockets shall be welded to the box with 2-in. skip welds every 3-in. along all seams.
  - c. The pocket fork entry will be installed 4-in. from the front of the container and two guides (one each, top and bottom) installed at 45 degrees from the pockets to help guide the forks into the pockets.
  - d. The guides shall be a minimum of ¼-in. thick.
- 5. Bumper Plate

- a. The front surface of the container at fork pocket entrance shall be reinforced with bumper plates 3/16-in. thick.
  - b. The plates are 8-in. height and shall be centered on the 9-in. opening of the fork pockets.
  - c. The bumper pad shall extend around the front side of the container at least 4-in.
- 6. Wheels
  - a. Four 6-in. × 2-in. mold-on swivel casters, mounted on single-bolt caster plates. One wheel must be a locking caster.
  - b. The four swivel-type wheels shall be removable from a quick-caster mounting plate welded to a doubler plate.
- 7. Covers and Doors
  - a. All containers will have two Dura-Flex® DX double-wall plastic lids, sized appropriately to cover the container.
  - b. Lids shall be attached with a corrosion-resistant zinc-plated threaded hinge pin with locking nuts.
  - c. All fork-box containers will be equipped with a single-bar lid support.
- 8. Color
  - a. Container shall be painted inside and out with two-part epoxy primer mill level 1 ¼ to 2 mils thickness. The paint color shall be Sherwin Williams 7416 Motor Blue Industrial Enamel Polyurethane.
- 9. Stencils
  - a. All metal recycle rear-load and front-load containers will be white stenciled with an alpha-numeric consecutive serial number. Successful bidder will contact Lyle Hauenstein at (253) 594-7843 for serial number sequence.  
  
These containers' serial numbers will be stenciled in white 3-in. letters/numbers on the mid-front on both sides, and face of the container. The container size "number" will be stenciled in a white 3-in. number in the upper rear corner on both sides of the container. **See sample.**

