



City of Tacoma, WA

ENVIRONMENTAL SERVICES

REQUEST FOR PROPOSAL

**TACOMA SOLID WASTE FACILITY
MASTER SITE PLAN**

SPECIFICATION NO. ES21-0480F



City of Tacoma
Environmental Services/Solid Waste Management

REQUEST FOR PROPOSALS ES21-0480F
Solid Waste Facility Master Site Plan

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, July 26, 2022

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

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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.

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.

- [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 site tour will be held on Monday, July 11, 2022 at 1:00 p.m. at Solid Waste Management Recovery and Transfer Center, 3510 South Mullen Street, Tacoma, WA 98409.

Project Scope: The City of Tacoma, (City), Department of Environmental Services, Solid Waste Management (SWM) Division is soliciting proposals from consulting firms to develop a Master

Site Plan for the City's Solid Waste Management facility and operations. The Master Site Plan will include developing a process to guide decisions on the most suitable end use options for the existing facility and closed landfill through stakeholder engagement.

Estimate: N/A

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, or by calling her collect at 253-591-5785.

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Dawn DeJarlais, Buyer, Senior by email to ddejarlais@cityoftacoma.org

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



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

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Appendix A - Submittal Documents


Appendix B - Plans and Study Documents

Appendix C - Sample Documents

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.

The following items make up your submittal package:	
An electronic copy (via email) of your complete submittal package	
Signature Page (Appendix A)	
Content to be Submitted in Section 12 (12.1-12.8)	
After award, the following documents will be executed:	
Services Contract (Appendix C)	
Certificate of Insurance and related endorsements (Appendix C)	
Environmental Sustainability Management System Environmental Policy and Contractor Vendor Acknowledgement Form	

1. BACKGROUND

The City of Tacoma, (City), Department of Environmental Services, Solid Waste Management (SWM) Division is soliciting proposals from consulting firms to develop a Master Site Plan for the City's Solid Waste Management facility and operations. The Master Site Plan will include developing a process to guide decisions on the most suitable end use options for the existing facility and closed landfill through stakeholder engagement. Figure 1, Site Overview Plan for the existing property and layout is included in Appendix B. The consulting services may also include program development for the following areas (not in any particular order of priority):

- Existing and planned infrastructure
- Traffic circulation
- Future development of electric collection fleet charging stations
- Existing and new programs and services
- New 18 Bay Maintenance Facility Shop Siting/Feasibility Study or potential to expand existing fleet shop into existing welding shop area
- Consideration for maintaining existing environmental controls and systems
- Consideration for 6 year and longer capital improvement planning
- Emergency preparedness as it relates to site planning
- Consideration for existing and future facility operations that reside or desire to reside at the site, both internal to City organization and external developers
- Recommendations to improve operational efficiency (see Blue Ridge CORE recommendations below)
- Secondary goals as it relates to the site planning effort especially impacts to buffer, access, etc.
 - End use for adjacent property owned by Environmental Services
 - Potential development on the landfill cap areas or undeveloped properties own by Environmental Services

The above list represents most of the components the City is seeking to include in the overall Master Site Plan for soliciting input and ideas from stakeholders in the planning process. At the discretion of the City, additional components may be included as recommended by the Consultant or components added if the City deems the Master Plan will be better served by additional services.

Site History

At the City of Tacoma's Solid Waste Management (SWM), we believe everything we do supports healthy neighborhoods and a thriving environment in our community. In support of this purpose, SWM has completed multiple projects to revitalize and capitalize on the land at the City of Tacoma's Landfill using sustainable and innovative technology. These redevelopment projects integrate together to result in improved operation efficiencies, increased level of customer satisfaction, and an improved health and safety work environment for our employees and environmental benefits for the community. These state of the art and unique redevelopment projects include:

- Recovery and Transfer Center (RTC) to support changing site operations focused on waste diversion and sustainability
- Compressed Natural Gas Fuel Station to support a more environmentally conscientious collection fleet
- Urban Forestry Nursery to support the community urban forestry and open space

- Metro Parks Greenhouse Site to increase support for local parks and recreation

Since 1960, the City of Tacoma (City) SWM has operated an approximately 235-acre municipal waste site, with approximately 150 acres of landfill area. Over the course of operating the site, the City has utilized the location to provide citizens with a state of the art sanitary landfill, solid waste transfer station and recycling facilities. Conveniently located off State Route 16, the City's landfill sits on designated residential land surrounded by residential properties, businesses and open space.

In 1983, due to soil and groundwater contamination, the City's landfill was placed on the National Priorities List of hazardous waste sites as part of the Commencement Bay/South Tacoma Channel Superfund Site. The City implemented remedial actions specified under a Record of Decision and subsequent Consent Decree (Decree) with the United States Environmental Protection Agency and the Washington State Department of Ecology. The remedial actions included the design and construction of the following environmental controls:

- Landfill cap to prevent surface water infiltration and resulting subsurface migration of hazardous substances;
- Groundwater extraction and treatment system (GETS) for groundwater remediation; and
- Landfill gas collection and conveyance systems (LFGCCS) to prevent gas buildup within the landfill and maintain gas containment at the landfill boundary.

The City completed landfill remedial actions in 2013 and has submitted the request for Decree termination and Delisting. Landfill operations ended in 2013 and the site is currently in post closure care status. Landfill post closure care requires the maintenance and operations of environmental controls for approximately 30 years after final closure restricting future development of the site. The site will remain open as the City's RTC and currently serves a population of approximately 219,000 resident in Tacoma. In addition the RTC serves western Pierce County residents.

As part of the Decree, the City was also required to develop a land use plan to address landscaping and general appearance of the landfill.

The following paragraphs outline the work completed for the land use planning.

Tacoma Landfill Land Use Plan

The City developed a land use plan in 1998 to assist in future redevelopment efforts that were considerate of ongoing transfer station operations and protection of the existing environmental controls. The City not only addressed the requirements of the Decree in developing the Tacoma Landfill Land Use Plan the City also took the opportunity to enhance the life of the community and preserve the open space in the middle of a dense, residential urban area. In order to achieve this goal, the development of the land use plan was a collaborative effort with numerous stakeholders.

Public Involvement Program

The City felt it was important to solicit public participation in order to develop a land use plan that would benefit the community. A public involvement program heavily influenced the overall planning process. This program solicited input from the public in two ways:

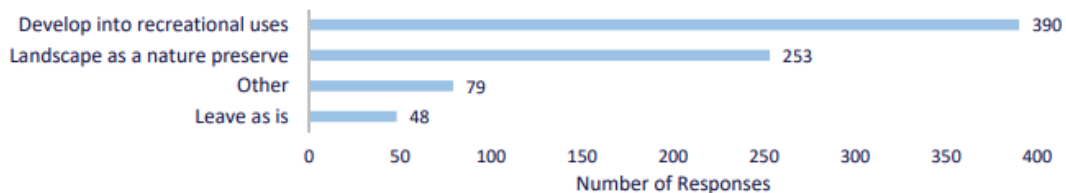
A mail in questionnaire was included in a community newsletter distributed to Tacoma households. This questionnaire afforded respondents an opportunity to identify specific preferred land use and activities.

A public open house provided a second opportunity to solicit additional input.

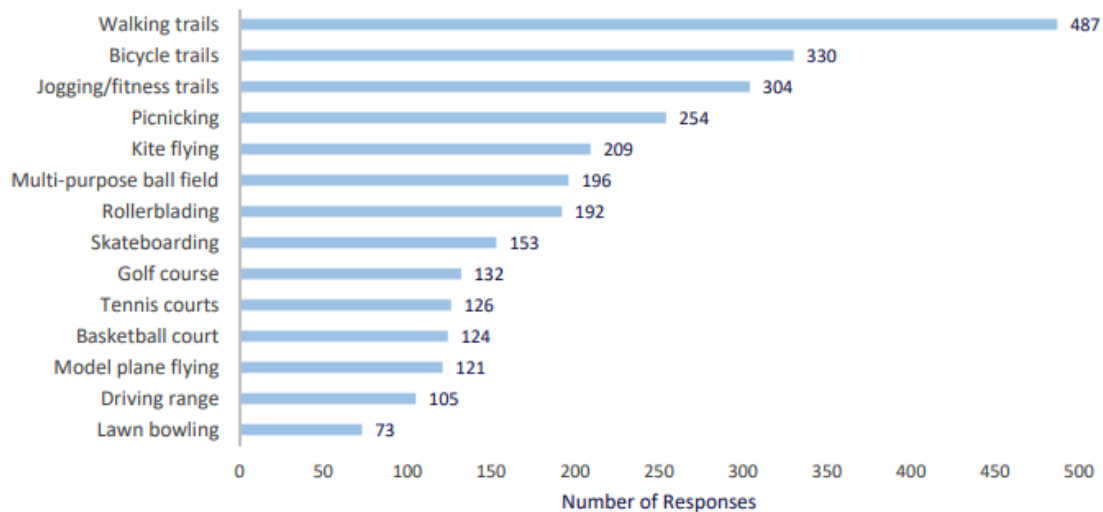
Approximately 58,000 Tacoma residents received the mail in questionnaire survey. For the 770 questionnaire respondents, it was clear that many people had a stake in the final redevelopment of the City's Landfill. The questionnaire consisted of three questions. The first two questions were multiple choice and asked the respondents to categorize the overall type of uses desired and identify preferred recreation uses and facilities. The final question provided for write-in suggestions.

Questionnaire and Responses

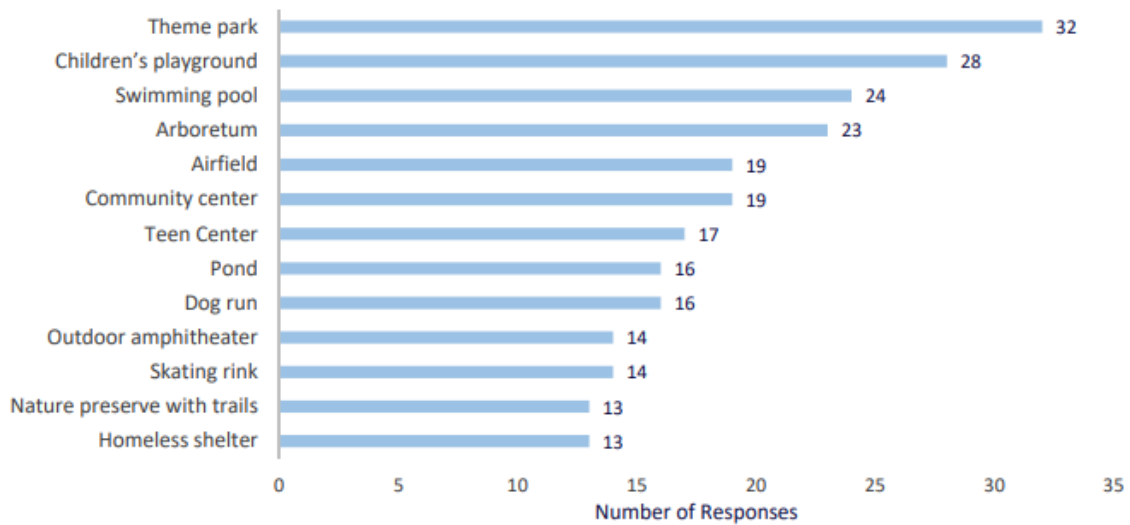
1. After landfilling ceases, the center of the site will continue to operate as a receiving and transfer station for garbage, recyclables, and household hazardous waste. What land use would you recommend for the remainder of the site (approximately 200 acres)?



2. If the remainder of the site was developed for recreation, which of the following would you and/or family members be likely to use?



3. If cost or other limitations did not have to be considered, what use(s) for the site can you envision?



Evaluation of Land Uses

A Technical Advisory Committee (TAC) guided the overall planning process, which consisted of representatives from SWM, the Metro Parks District, and consultants. Following the extensive information gathering phase where on- and off-site conditions were analyzed; existing land uses, development patterns, unique features, view corridors and landmarks were identified; and vehicular and pedestrian circulation were examined, the TAC compiled a list of potential land uses. During this process, the TAC focused on many challenges present at the site that we later translated into a set of evaluation criteria to assess appropriateness and compatibility of each proposed land use.

This TAC used the following evaluation criteria:

• Accommodates landfill settlement	• Neighborhood compatibility
• Operations and maintenance of site	• Cost and funding
• Compatibility with existing facilities	• Local zoning and code requirements
• Preserves landfill cap	• Community acceptance
• Health and safety concerns	• Public need
• Community enhancement	• Public demand

The TAC evaluated the appropriateness and compatibility of each proposed land use, using the identified criteria including the public responses from the main-in questionnaire survey. The results of these evaluations culminated in the final Tacoma Landfill Land Use Plan, which incorporated passive and active recreation uses with beneficial public facilities.

The Final Tacoma Landfill Land Use Plan

The finalized Tacoma Landfill Land Use plan identified potential future land uses and established a relationship between those uses and the existing solid waste and recycling processing facilities. The three categories incorporate a variety of uses:

- **Passive recreation** include open grass areas, children's play areas, dog parks and other unstructured recreational activities.
- **Active recreation** include ball fields, sports courts, mountain bike trails, an archery range, golf course, and/or driving range.
- **Public facilities** require suitable native ground to support structures and foundations, have excellent access from adjacent roads, can accommodate vehicular parking, and result in an excellent orientation and relationship with the rest of the site. Community centers, senior centers, a golf clubhouse, interpretive centers, or an urban horticultural center are examples of public facilities.

Nothing specific was implemented as part of this Land Use Plan effort back in the early 1990s. In addition to the guidance provided in the Land Use Plan, proposed redevelopment projects also needed to adhere to other plans, permits, and/or notifications required for construction on a closed landfill and a Superfund site.

Current Operations

Recovery and Transfer Center (RTC)

The purpose of the RTC, built in 2011, was to resolve municipal solid waste (MSW) operations hampered by outdated, undersized, and inefficient facilities while supporting regional goals for waste diversion. SWM designed and constructed the RTC to meet the following project goals. To date, the facility's ongoing operations has achieved some of the goals outlined below (see examples) and will continue to work towards these desired outcomes. Following each specific goal a couple of examples are provided to give the Proposers an opportunity to see our progress.

- *Operational Efficiency*

The facility consolidated operations into a central building, Main Receiving Building (MRB), which eliminated double- and triple- handling of materials to get materials from the location where they are received to the location where they are processed. This centralization reduced the amount of equipment needed at multiple locations, as well as the number of solid waste workers required to staff those locations.

For your information, the Main Receiving Building is one of the buildings housed at the RTC. The MRB is where customers and our collection fleet off-load their materials for further processing by the SWM staff to the final disposal site.

Examples:

- ❖ Contracted Blue Ridge Services to evaluate operations and provide recommendations to improve operational efficiency
- ❖ Incorporated continuous improvement framework to identify opportunities for improvements in business lines
- ❖ Utilize Fleet Management software
- ❖ Developed and implemented systems and equipment maintenance plans

- *Improved Safety*

The layout design of the MRB eliminated a number of confusing intersections. It also effectively separated the public self-haul from a large share of the City's collection truck traffic. Further, it allowed for separation between customers and heavy equipment and trucks. The flat tipping floor eliminated the fall hazard that accompany traditional grade-separated transfer stations. The facility includes a full fire sprinkler protection system. Sensors monitor carbon dioxide and carbon monoxide levels inside the facility and trigger the exhaust fans if low-level set points are detected. A misting system provides dust control.

Examples:

- ❖ Based on Blue Ridge recommendation, ceased hand removal of recyclables from tipping floor
- ❖ Employees can initiate Safety Corrective Action Reviews to look into potential unsafe practices or conditions

- *State-of-the-Art Design*

The MRB includes a misting system that provides dust control. Bird wires and bird spikes are designed to discourage seagulls from roosting on the building and scavenging the waste. A top-load bay for loading directly into trailers is equipped with axle scales to monitor trailer weight while it is loaded. Advanced approaches have been taken for other facilities at the RTC as well.

Examples:

- ❖ Constructed new CNG station to better support CNG fleet, upgrading time-filled, fast-filled, gas compression station, gas service lines.
- ❖ Installed gas detection system and upgraded ventilation in fleet shop, allowing mechanics to work on CNG trucks with roll up doors closed

- *Reduced Maintenance*

The MRB, with newer equipment, requires less frequent maintenance. The facility has a high-strength concrete wearing floor. Two SSI compactors are installed in the facility, providing redundancy for operations to continue if one compactor requires maintenance.

Examples:

- ❖ Developed and implemented maintenance plans for critical systems and equipment. Plan is to expand to other systems and equipment
- ❖ SWM is working with Asset Management on incorporating VacTracks to our maintenance planning, making it easier for staff to track maintenance activities

- *Flexibility*

The facility was designed to allow for future expansion. The large floor and multiple overhead doors allow operations to accommodate change based on traffic volumes or new processes. The large tipping floor allows for manual or mechanized sorting for recovery of materials from the waste stream. In 2021, 210 tons of materials were recovered from the garbage stream at the RTC and diverted from landfilling.

Examples:

- ❖ This is still the case for tipping floor, that the City does not want to install anything permanent which may limit flexibility, especially pertaining to future diversion planning actions
- ❖ With the current setup, with MRB, South Compactor Building, and Public Top Load Buildings, we do have the flexibility to modify operations when needed. For example, during our most recent tipping floor resurfacing, we had to re-route customers to the South Compactor Building. The City definitely wants to consider flexibility in development of the Site Master Plan

▪ *Sustainable Design*

Sustainable design resulted in the MRB receiving LEED Gold certification through the U.S. Building Council. Elements that contributed to this success include:

- Extensive daylighting and lighting controls to reduce electrical usage for lighting
- Reuse of captured rainwater for use as greywater in toilet facilities
- Natural ventilation
- A small photovoltaic array that can be expanded in the future
- Use of local and recycled building materials in the project

Other Examples:

- ❖ LEED Silver for the Solid Waste Administration and Fleet Shop Building
- ❖ Sustainable practices are a big part of Solid Waste Management, and we still plan on obtaining LEED EBOM for our administrative building.
- ❖ Operationally, we are an ISO 14001 certified facility, and working towards achieving the following environmental and sustainability goals:
 - Reduce air emissions
 - Reduce frequency of spills, which has potential to impact stormwater
 - Reduce trailer fires
 - Resource consumption goals – Reducing contamination in recycle stream results in more marketable commodities, thus reducing need for new/virgin resources

For your information, in 2011, with the completion of this facility, and closure of the final landfill area, the City changed the site name from Tacoma Landfill to the Tacoma Recovery and Transfer Center. A video overview of the RTC can be found at this link: [Visiting the Tacoma Recovery & Transfer Center - EnviroShort - YouTube.](#)

RTC Recycle Center and Household Hazardous Waste Facility

The RTC includes both a Recycle Center and Household Hazardous Waste drop-off facility. Located in close proximity to one another, both facilities offer free drop-off services for community members. The Recycle Center accepts many materials that may not be accepted in curbside recycling bins. The Household Hazardous Waste facility offers drive-up services for customers to responsibly dispose of many common hazardous materials, and divert those materials from the landfill. Both facilities are free and open to the public.

RTC Operational Assessment

In May 2018, Blue Ridge Services Inc. (BRS) was contracted to perform a Comprehensive Operational Core Review (CORE™) of Solid Waste Management Divisions operations. The CORE™ included the following operations:

- Solid Waste Collections
- Fleet Maintenance
- Recovery and Transfer Center Recycling
- Main Receiving Building

As part of this review, information was gathered through comprehensive questionnaires, data submissions, on-site observations, video analysis, interviews, discussions and more. The BRS work recognized there had been considerable thought and effort into the administration, design, planning, regulatory/environmental compliance and operation of SWM. However, there were a number of recommendations for areas of improvement in each area. The primary goals of the CORE were to identify opportunities for SWM to:

- Enhance SWM staff and customer safety
- Achieve environmental compliance and diversion goals in a safe and efficient manner
- Improve overall operational efficiency
- More effectively utilize residential and commercial customer funding

There are a number of areas of improvements identified to which many have been implemented. As part of the work to be done under this master planning effort, there are a few opportunities identified in the scope of work included in Section 26 below.

CNG Fuel Station and West Parking Lot Improvements

As part of our strategic efforts to operate using best practices and innovation to meet changing environmental needs, projects at SWM were undertaken to support the conversion of our fleet to utilize cleaner fuels while still meeting operational needs. The SWM CNG Fuel Station and West Parking Lot Improvements expanded the collection fleet parking, improved surface water drainage and collection, repaired settlement and damaged pavement, and installed a compressed natural gas (CNG) fueling system for the SWM collection fleet.

SWM west parking lot was constructed over portions of the capped landfill. Differential settlements resulting from biodegradation of the underlying refuse caused ponding areas, cracks in pavement, and structures that needed to be adjusted to match adjacent grades. Also, the existing parking lot was not big enough to accommodate both the collections fleet and long haul fleet. Lastly, CNG infrastructure was needed to support the City's goal to reduce greenhouse gases by converting the SWM diesel fleet to CNG fuel.

This project allowed SWM to begin converting the diesel collection fleet to CNG, thus reducing greenhouse gas emissions. It is estimated that natural gas produces 30-percent to 40-percent less greenhouse gas emissions and 60-percent to 90-percent less smog than diesel fuel. This conversion was in support of the City's 2008 Climate Action Plan and the Environmental Action Plan, whereby the City committed to reducing its fossil fuel consumption by 15 percent by 2020 compared to 2014 usage. In 2015, SWM commenced the conversion of its diesel-powered collection system fleet to CNG and built the initial CNG fueling station at the Tacoma Recovery and Transfer Center. This CNG fueling facility was built to support up to 25 collection system

trucks. Over the past several years, SWM has continued to convert its collection system fleet and plans to achieve full conversion by end of 2024. The CNG-fueled collection system fleet, when fully converted, will have 75 trucks.

New CNG Fueling Station

In 2019, SWM commenced a project upgrade of the existing CNG fueling station to replace equipment to accommodate the continued expansion of the converted fleet. The project includes installation of site improvements to support new CNG fueling equipment, generator and automatic transfer switch equipment to allow for continued operations in the event of a power failure. The project, also, provided for new fueling hoses and reels for time filling each fleet location (96 total) after the daily collection route and a new fast fill fueling station with fuel management system for quickly filling trucks if needed during the daily routes. In addition, the project construction provided for improved lighting for fleet on-site operations and for container maintenance facility and the removal of power poles in the vicinity of the project.

Environmental Services Nursery

In 2010, the City of Tacoma set a goal of 30% tree canopy cover by the year 2030. In 2013, the Open Space program joined Environmental Services and brought with the program many natural areas that are being actively restored. All of these green infrastructure programs require significant amounts of plant material to support their programs. In support of these policies and programmatic goals, the Environmental Service Department repurposed a portion of the RTC/closed landfill site into a green space that provides plant material for community projects. SWM entered into a partnership with other City divisions to help in creating a greener Tacoma with attractive neighborhoods and cleaner waterways. The Environmental Services Nursery is one of the first in the state at the time of construction. The nursery is a facility where plant materials can be:

- Purchased from external growers and held during the dormant season;
- Propagated from seeds and cuttings;
- Maintained to encourage healthy growth to supply City projects with consistently high quality stock; and
- Cared for until ready for use on projects in support of Urban Forestry, Passive Open Space, Capital Improvement, and Rain Garden programs.

The plant materials primarily support City planting projects, tree-centric programming and partnership projects with Tacoma Tree Foundation and Pierce County.

The nursery consists of 2.6 acres of field growing space, perimeter berms, raised planting beds, wetbed storage cells, two hoop houses, two ecology block material storage areas (one for wood chip mulch and one for TAGRO topsoil/potting soil). and a gravel parking area. The site is able to accommodate over 200 street trees and many thousands of native plants.. Site maintenance is primarily carried out by City-sponsored Washington Conservation Corps crews. Crew members are 18-25 year old early career professionals or military veterans, and participate in all manner of nursery operations.

The Environmental Services Nursery is a collaboratively-managed facility supporting natural areas restoration and street tree planting in the City of Tacoma. Over 70 species of native plants and 50 species of street trees are cared for. Native plants are used to enhance forested steep slopes, wetlands, oak woodlands, and green stormwater infrastructure. Native plants are selected for their ability to provide stormwater, climate, and habitat benefits, and many are

propagated on site. Street trees are distributed through tree incentive programs like Grit City Trees which improves the extent and health of our urban tree canopy. The facility also serves as a "home base" and learning space for Washington Conservation Corps crews. Finally, the facility supports numerous City partners, including local government and non-profit organizations, in plant storage and community greening.

Metro Parks Greenhouse Facility

SWM and Metro Parks (Parks), a special governmental district, partnered to support parks and green space throughout Tacoma. The purpose of the Parks Greenhouse Facility at the RTC is to produce plants to meet Metro Parks' horticultural needs at their W.W. Seymour Botanical Conservatory, and flowers required at their Point Defiance Park.

The Metro Parks Greenhouse Facility is comprised of an enclosed greenhouse, a warm frame structure to support the adaptation of plants to the environment, a modular office building, and storage areas for wood chips and topsoil used in the growing and establishment of plants.

The greenhouse design incorporates money saving features such as parallel water lines that separate fertilized water from potable water. This eliminated the need for staff to purge fertilized water from a single line prior to irrigation use, resulting in 10 – 20 percent water consumption reduction.

In addition to cultivation of plants, the Metro Parks Greenhouse also serves as an education facility. Metro Parks, in partnership with Tacoma Public Schools (TPS), supports TPS's Community Based Transition program, a Special Education service that provides career and technical education for students 18-21 years of age who have been identified as having one or a variety of disabilities. These students work alongside Metro Parks staff at the greenhouse to gain skills such as plant care, custodial duties, and environmental and plant material maintenance.

Fleet Maintenance Shop Operations

Under a cooperative agreement with the City's Public Works Department, the SWM fleet is maintained in a 10 bay full service fleet maintenance facility located at the RTC. Two of the ten bays are dedicated to perform welding services. In 2019, the existing fleet shop underwent an upgrade to the facility to provide adequate ventilation and gas detection equipment/instrumentation to allow for ongoing maintenance of the growing compressed natural gas collection fleet. The upgrade was considered a stop gap to provide these services until SWM could fund a larger facility upgrade. As part of the master planning effort, SWM will require the development of a Basis of Design (BOD) Report for a new Vehicle Maintenance Facility to be constructed in the future. The Basis of Design will be general in nature and will include information related to building programming, architectural and structural building design, civil site requirements, and building systems including mechanical, plumbing, electrical, ventilation, and communications. Section 26 has further details on the scope of work anticipated for this effort.

Other Site Operations

Sitting at over 150 acres of usable space the RTC has a number of opportunities to create new resources for the community and build partnerships with other businesses and City departments. The site is utilized by the Tacoma Fire Department to maintain the fire truck fleet, and the Public Works Department to maintain traffic signals and street lights throughout the community.

Envirohouse

The EnviroHouse is a unique sustainable resource center open to Tacoma residents located at the entrance to the RTC. In partnership with the City's wastewater, surface water, power, and water services since 2005, the EnviroHouse has offered visitors a way to see sustainable green building techniques, furnishings, low impact development and sustainable resources including energy/water saving tips and natural lawn care and garden practices. The EnviroHouse is provided for homeowners, builders, suppliers, real estate agents, and the general public. The EnviroHouse has a library of green educational materials and sponsors year-round weekend workshops on a variety of green living topics such as composting. The EnviroHouse continues to serve as an interactive education public facility to the community with changing showcases to keep up with evolving technology.

In 2020, the EnviroHouse closed due to the pandemic but continued to serve the City of Tacoma citizens and surrounding communities by offering 65 recorded webinars and 26 How-To videos. The facility has a planned re-opening to provide scheduled educational tours in mid-2022. Between 2018 and when the facility shutdown in 2020, the EnviroHouse hosted nearly 5,000 visitors. Over the past 5 years pre-pandemic the facility hosts on average approximately 2,150 visitors annually.

Other

In addition, the SWM owns several properties adjacent to the Recovery and Transfer Station. Below is a summary of each site.

Vacant Parcel – West Site

The SWM owns a parcel of vacant land off South Orchard Street north of S. 34th Street. This approximately 5.1 acre parcel is covered in natural vegetation. SWM has no immediate use for the property but intends to include this facility in its master site planning effort as part of this RFP.

Buffer Properties – Pierce County Conservation District Urban Farm

Off of South 36th Street west of South Mason Avenue, Solid Waste Management is leasing 0.2 acres of property in partnership with other Environmental Services Divisions to the Pierce Conservation District. This land at the RTC is being used as an urban farm to grow food for local food banks and for sale. This project supports the City's Climate Action Plan and other policy efforts of the City by supporting access to healthy foods, farmers and neighborhood markets, and opportunities to grow food for consumption. Solid Waste purchased in 2021 additional property at this location to the north. No specific plans have been identified for this site except the potential to expand the urban farm.

Tacoma Firs Golf Driving Range Site

Off South Tyler Street located in the southeast corner of the SWM site is a leased approximately 28 acreage of land previously under lease to a private developer to operate a golf driving range. It is anticipated that this site may be available for redevelopment in the future.

Also, a remodel of the administration and fleet shop building on site received LEED Silver certification from the U.S. Green Building Council in 2013.

Environmental Controls

The following describes the environmental controls in place at the RTC that must be protected during redevelopment activities and any use of the property.

Landfill Cap

The landfill cap, comprised of either asphalt surfacing or a double flexible membrane 60 millimeter high density polyethylene, provides cover over the closed landfill. This cap was installed to prevent rainwater from infiltrating into the refuse and causing additional groundwater contamination. The asphalt cap is regularly inspected for cracks where stormwater may enter and infiltrate to the garbage. The membrane cap areas are frequently assessed for settling which may lead to stormwater ponding. This ponding could result in stress to the membrane below, and possibly cap failure if not addressed promptly. As required in the Decree, the City ended solid waste landfill disposal at the RTC in 2013. The site now operates as the RTC only, for receiving, processing and transfer of solid waste and recyclable materials.

The original landfill was not lined, and concerns with groundwater contamination triggered an EPA Superfund cleanup process to address the environmental impacts in the 1980s and 1990s. As part of the remedial action, the City of Tacoma began using the double flexible membrane cap and treating extracted groundwater.

Groundwater Extraction and Treatment System

A groundwater extraction and treatment system (GETS) was installed to pump contaminated groundwater from extraction wells and a treatment facility. The GETS consist of a network of pumps, wells, and conveyance pipes that captured and treated the contaminated plume. Groundwater remediation actions have been completed and the treatment facility is scheduled for demolition in 2022. Groundwater monitoring wells will be maintained and samples collected regularly as requirements transition from the Decree to post-closure care requirements.

Landfill Gas Collection and Conveyance System

The landfill gas collection and conveyance system (LFGCCS) consist of a network of gas extraction wells, gas probes, and two landfill gas flares. The LFGCCS prevents gas buildup within the landfill and maintains gas containment at the landfill boundary. SWM conducts daily inspection and maintenance of this system to ensure adequate gas is produced to fuel the flare.

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

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

The City is interested in selecting a Proposer with the capability and experience to efficiently and cost-effectively meet the objectives and requirements described in this RFP.

3. SUMMARY OF SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a consultant based on qualifications and abilities of the firm and key project individuals. The scope of work stated in Part 26 below, is current as of the date issuance of the RFP, but may change or be refined in the course of the evaluation of Proposal and negotiations of the final contract.

4. CONTRACT TERM

The City anticipates awarding a Service Contract for a minimum of a year with option for extending as needed to complete the work up to two additional years. 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 all approval authorizations required are attained.

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

Pre-Proposal Meeting :	7/11/2022
Pre-Submittal Questions:	7/15/2022
Response to Questions:	7/21/2022
Submittal Due Date:	7/26/2022
Submittal Evaluated:	8/11/2022
Interviews/presentations, if needed, on or about:	8/23/2022
Award Recommendation:	9/10/2022
City Council Approval:	9/28/2022

6. INQUIRIES

Please submit questions concerning this solicitation to Dawn DeJarlais, Senior Buyer, via email to ddejarlais@cityoftacoma.org. Subject line of email to read: ES21-480F – Tacoma Solid Waste Facility Master Plan – *VENDOR NAME*.

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

7. PRE-PROPOSAL MEETING

- 7.1** A pre-proposal meeting will be held at the date and time specified in the calendar of events, at Solid Waste Management, Recovery and Transfer Center, 3510 South Mullen Street, Tacoma, WA. The primary purpose of the Pre-Proposal Meeting is to conduct a site visit of the facility.

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. After the evaluation, 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. The City reserves the right to contact references other than those included in the submittal.

10. INTERVIEWS / ORAL PRESENTATIONS

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

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

Respondents must be available to interview within three business days' notice. A schedule has been identified but may be adjusted as needed to accommodate SAC schedules.

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. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

The relative weight of each Part 2 criterion is indicated in the table below.

Criteria	Max Points
Presentation by finalist	40
Interview / Questions and Answers	60
Total	100

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.

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.

Criteria	Max Points
Proponent Overview and Experience	25
Key Personnel	25
Work Plan and Schedule	30
Innovation and Value Added Service	10
Sustainability	5
Equity in Contracting	5
Credit Card Acceptance	0
Contract Exceptions	0
Total	100

12.1 Proponent Overview and Experience

Provide a description of the Proponent and its purpose, company profile, experience and history of successes, with emphasis on experience and accomplishments as a stakeholder/consultation leader supported by technical analysis for work similar to that contemplated by this RFP.

Select a maximum of 5 projects undertaken in the past 5 years. Any subcontractor's proposed to be included in the proponent response shall supply the same information.

Information provided should include:

- Clear explanation as to how previous work is comparable/relevant to the work contemplated by the RFP;
- Brief project description and intent. Narratives should include a discussion of the philosophy and approach to the project, how the stakeholder engagement was designed and executed to meet the intent, the decision making process, coordination with the multiple stakeholders, challenges, resolutions; and
- Project budget and schedule control and management.

12.2 Key Personnel

Identify and provide professional biographical information for key personnel for the work to be performed under the Proposal, outlining intended roles contemplated for each of them and highlight their previous experience with:

- Stakeholder engagement and consultation, including consensus building
- Urban planning
- Facility planning and design
- Municipal solid waste management
- Municipal solid waste recovery and transfer operations
- Landfill closure system design and operations, including gas, leachate, groundwater and stormwater systems
- Landfill end use planning
- Landscape architecture
- Green infrastructure programs and projects
- Civil engineering (environmental, geotechnical, municipal, structural, transportation)
- Asset management
- Emergency management

Please include a complete organization chart of the proposing team identifying all roles and areas of responsibility.

12.3 Work Plan and Schedule

Provide details of the sequential process by which the proposing team will undertake for the potential work identified herein. The Proponent should demonstrate capability to perform the services and meet project challenges and to provide a plan of action.

Information that should be supplied include:

- Work Plan – detailed breakdown of deliverables, laid out by task specified in the General Requirements;
- Number and length of proposed meetings to complete the Services including structure, persons and groups involved and purpose or goal of the meeting;
- Approach to a guided decision making process using stakeholder input and technical engineering services to support decisions with the goal being a list of feasible options;
- Specific equitable engagement methodology and activities that will align with the projects;
- Engagement touchpoints that allow enough time to review and integrate feedback into project decision-points;
- Process for tracking and documenting each engagement activity and feedback and how they influence decisions;
- Activities performed between each engagement;
- Significant issues, opportunities, challenges and constraints;
- Project schedule – proposed major milestone schedule;
- Review of project schedule and assessment of risk management elements that may affect the project;
- Risk management strategy; and
- A description of the content that should be included in the final end use plan.

12.4 Innovation and Value Added Service

The City welcomes proposals with innovative or novel proposed approaches to the City's needs as identified in the background, scope of work and other requirements any proposal consideration that deviate from the requirements if such would add value to the services sought. Provide details of any proposed innovative approaches that can still meet the City's requirements.

12.5 Sustainability

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

12.6 Equity in Contracting

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.

- ☐ Combination Business Enterprise (CBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Minority/Women Business Enterprise (MWBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- ☐ Women Business Enterprise (WBE)

12.7 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.

12.8 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 as included in Appendix C.

16. STANDARD TERMS AND CONDITIONS

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

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. Specific language pertaining to personnel substitution is contained within the sample contract in Appendix C.

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 City Council or designee.

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 management reduction plans
- Potential impact on human health and the environment

23. EQUITY IN CONTRACTING

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

24. 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.

25. 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.

26. Scope of Work

26.1 Project Goal

With the guidance of the Consultant, the City of Tacoma wishes to undertake a process to guide decisions on identifying the most suitable use options for the current and any future ongoing Recovery and Transfer Center (RTC) operations and closed landfill operations primarily through stakeholder engagement supported by technical analyses. The end deliverable will be a report outlining the preferred approach(es) for a Master Site Plan, while maintaining ongoing Solid Waste operations current and into the future.

26.2 Desired Outcome

26.2.1 Informed RTC Operations and Landfill Post Closure Planning

As described in 1.0 Background, the site is operating primarily as Recovery and Transfer Center including on-site solid waste disposal operations for residential and commercial customers, recycling and household hazardous waste collection, and off-site solid waste collection operations. The work stemming from this effort will provide guidance to the SWM Project Team on both short term and long term plans for continued and any potential future site operations that will comply with all rules, regulations and requirements of local, state and federal entities.

The work will also address guidance to the SWM Project Team on a design or construction restrictions to support long term plans for end use of the areas not considered part of the RTC operations. There are restrictions due to the nature of the post closure areas that will be identified in the work in collaboration between the consultant, the SWM Project Team and selected stakeholders.

As indicated in the Background Section, the Scope of Work is to include a basis of design (BOD) for an 18-bay Fleet Maintenance Facility for the SWM operation and collection fleet maintenance. The Consultant will analyze three specific sites for purposes of developing the Basis of Design including 1) the 5 acre property located northeast of the intersection of Orchard Street SW and 34th Street; 2) the South Compactor Building site; and 3) the Fire Department/Sign Shop site. Site improvements will be based on current City of Tacoma development standards and on information provided by the City during the Optimization Study including anticipated facility staffing, hours of operation, vehicle maintenance throughput, and vehicle circulation. The Optimization Study information is included in Appendix B.

26.2.2 Stakeholder Engagement

Stakeholder involvement will be a key aspect of the assignment. The Consultant will develop a process designed to bring the Project Stakeholders together towards common goals. The process should include meetings, workshops and other processes as needed to:

26.2.2.1 Identify the interest of the various Project Stakeholders, bringing them together in a shared vision for the end use for the facility; and

26.2.2.2 Develop guiding principles with clearly articulated goals and objectives to guide decisions on identifying the most suitable options for the operations, end use and partnerships and any potential timing for upgrades, new facilities or operations including the current and planned site tenants.

26.2.3 Clear Direction

The final Master Site Plan will articulate recommended potential end use options based on the vision, guiding principles, goals and objectives developed during the course of the work. The work will document the process and results of the stakeholder engagements, options evaluated, the feasibility analysis and the resulting recommendations of the most suitable end use, any potential timing and considerations for the SWM to use in future public consultation around detailed planning and implementation of the use for the facility.

26.3 Project Process

With the guidance of the Consultant, the development of the Master Plan for the site will be led by the City of Tacoma's Solid Waste Management Division, in consultation and as needed with other stakeholders. Public consultation is not included in the scope of work and is planned for a future date.

The Project Stakeholder list below is a brainstorm of all the individual work groups or organizations that have work, regularly access the site or general interest groups in the site. The work will need to include identifying the different stakeholders in tiers of engagement and involvement in the Master Site Plan development as agreed to by the Project Team.

The Project Stakeholders are the following:

- Solid Waste Management Staff
- Existing Tenants including:
 - Metropolitan Park District
 - EnviroHouse (including Steering Committee)
 - Urban Forestry Nursery
 - Tacoma Fire Department Fleet Maintenance
 - Public Works, Street Operations and Signal and Street Light Operations

- Residential and Commercial Customers
- Regulators
 - Tacoma Pierce County Health Department
 - U.S. Environmental Protection Agency
 - Washington State Department of Ecology
 - Puget Sound Clean Air Agency (PSCAA)
- Other Environmental Services Divisions
 - ES Director's Office, Strategic Plan
 - Office of Environmental Policy and Sustainability
 - Science and Engineering, Environmental Programs
- Contractors
 - Total Reclaim (refrigerators)
 - Clean Earth (HHW)
 - Emerald (used motor oil)
 - Mobile fueling contractor
 - Clean Energy (CNG)
 - Phoenix Security
 - Land Recovery Inc. (disposing leachate from external site into the City's sanitary sewer system at the RTC)
 - Mr. Truck Wash
- Neighboring Properties
- Multi and Single Family Residences
- Home Depot and other adjacent business
- Town of Fircrest
- City of Tacoma City Council
- Pierce County Solid Waste Management
 - Solid Waste Advisory Committee
- Other City Departments
 - Arts and Cultural Vitality Office
 - Community and Economic Development
 - Planning and Development Services
 - Public Works Department (including but not limited to Grounds Maintenance)
 - Tacoma Safety
- Environmental Services Commission
- Sustainable Tacoma Commission
- Infrastructure, Planning and Sustainable Commission
- Tacoma Police Department
- Other Technical Support
 - Environmental Sustainability Management System Program Managers
 - Climate Action Plan Program Manager
 - Office of Equity and Human Rights
 - SWM Safety Committee and Safety Officer

The SWM project management will be performed by Environmental Services, Science and Engineering Division. The project manager and SWM staff are adequately resources to manage the coordination and review process with the Project Stakeholders, and to assist the Consultant in prompting input and feedback from the Project Stakeholders.

26.4 Team Composition

The Consultant must have extensive experience in leading collaborative and deliberative stakeholder processes including exceptional process design, facilitation, and turnkey delivery of consultation activities. Engagement and communication with the Stakeholders will be critical to ensure success in developing the Master Site Plan. Meeting the goal and desired outcomes of this project depends on close collaboration with SWM Project Team. The Consultant must have an expert in engagement and communication that can share an innovative and thoughtful process, facilitate diverse forms of dialogue amongst stakeholders with different opinions and interest, iterate and synthesize findings and results, and ensure appropriate feedback loops between the Stakeholders.

Requirements also include expertise in landfill design, solid waste transfer operations, landfill environmental post-closure activities; traffic, facility planning, capital improvement planning, and emergency preparedness. The secondary items listed in the Section 1 Background if different expertise needs to be included as well.

SWM recognizes that the Consultant may not have all the required experience in house so proponents are encouraged to team with others as needed to provide a fully experienced and skilled team. The Consultant, must identify the members of the core team that will have expertise, at a minimum in:

- Stakeholder engagement and consultation, including consensus building;
- Urban planning;
- Facility planning;
- Municipal solid waste (MSW) management;
- MSW recovery and transfer operations;
- Landfill closure systems design, operations and environmental controls for gas, leachate and landfill cap;
- Landfill end use planning;
- Landscape architecture; and
- Civil engineering (Environmental, Geotechnical, Municipal, Structural, and Transportation)

26.5 Work Plan

Proposers are encouraged to critically review the project considerations and work plan as outlined below, and propose alternative or innovative approaches where appropriate and beneficial for the project process or outcomes. The tasks in this section outline a basic

level of effort required to complete the Proposer's Work Plan proposal, and are not required to be performed in the order they are presented. Proposers are encouraged to include additional details and tasks as needed to ensure success in meeting the Project Purpose. Proposers need to clearly identify alternatives or optional items in their response.

Note that the work plan section below includes only suggested engagement milestones. Recommended engagement timing within each section should be identified in the proposal response. Proposers should provide information on engagement throughout their proposed Work Plan, rather than as a standalone section of their proposal. A standalone section can also be included to summarize their proposed timing for engagement. Public stakeholder engagement is out of scope.

The Work Plan is to detail the workshops, meetings and activities to meet the objectives within this section. The Work Plan is to include details of:

- The number of engagements, duration and with what groups; including equitable engagements as deemed necessary to accomplish the work;
- The structure and purpose of each engagement;
- The specific engagement methodology and activities that will align the project;
- Engagement touchpoints that allow enough time to review and integrate feedback into the project decision points;
- The process for tracking and documenting each engagement activity and feedback and how they influence decisions;
- The deliverables to be produced from each engagement;
- The activities performed between each engagement;
- A project schedule in months from date of notice to proceed/contract execution;
- The approximate hours and billing for each section;
- A description of the content for the final Master Site Plan.

The purpose of the Work Plan is to finalize the approach to meeting the requirements of the identified project tasks and any tasks and work not identified herein which the Proposer includes in their proposal. The Work Plan will also provide the SWM Project Team with an understanding of the Proposers approach to completing the work, and provide feedback on any concerns.

The Work Plan is to be updated at the end of each phase, as the Consultant may desire to recalibrate their approach from new information.

26.6 Project Management

26.6.1 Consultant Kick Off

After Contract Execution, the initial meeting(s) will formally initiate the project for the Consultant, SWM Project Team and other Project Stakeholders, as needed. Additional meetings may be aimed at introducing the Work Plan to the Project

Stakeholders. Some discussion may lead to fine-tuning the Work Plan. These meetings will be aimed at:

- Confirming the overall project intent and discussing key driving factors and key desired outcomes;
- Getting to know the site and its context;
- Confirming key project personnel, including core and supporting teams, roles and responsibilities; and
- Discussing project approach, engagement process, project control factors and other information that will guide the fine tuning of the Work Plan.

26.6.2 Project Information Repository

For the duration of the project, the Consultant will maintain a project SharePoint or project site with limited access with all relevant project information. The purpose of this repository is primarily for distributing files to and from the SWM Project Team and other Project Stakeholders, as needed and involved. All information will be provided in a suitably filed electronic format.

26.6.3 Decision Log

For the duration of the project, the Consultant shall maintain a decision log to capture decisions made and direction provided throughout the project. The format of the decision log is to be determined and agreed upon with the SWM Project Team. The log will capture what decisions were made, by whom, and with what organization they are from and will become part of the end Master Site Plan deliverable.

26.6.4 Health and Safety/Environmental & Sustainable Management System (ESMS) Performance

When visiting the SWM RTC and surrounding lands, the Consultant will comply with all aspects of the SWM health, safety, security and ESMS.

The Consultant shall be responsible for the health and safety of all the Consultant and any sub-consultant or subcontractor staff that access the site. The Consultant and its sub-consultant or sub-contractors are required to be chaperoned by SWM staff unless authorized by SWM Project Team. SWM staff will provide support and advise Consultant team in the event of an emergency. There may be times where an escort by SWM staff may not be possible or necessary. The Consultant Team must be responsible for following all rules, regulations and policies deemed applicable for the work being performed. Permission must be granted for “alone” work by the SWM Project Manager.

The City of Tacoma Solid Waste Management Division (SWM) operates an ISO 14001 Environmental and Sustainability Management System (ESMS). An

ESMS is a process with procedures that will allow SWM to operate legally, safely, and efficiently while reducing the environmental impacts of our activities. All consultants, contractors and vendors are required to comply with the ESMS and Environmental Policy. As part of the ESMS SWM has identified the following Significant Environment Aspects:

- Potential Spills
- Fire Hazards
- Air Emissions
- Recycling Contamination

Consultants, contractors and vendors must ensure that their activities do not negatively affect the Significant Environmental Aspects.

All consultants, contractors and vendors are required to adhere to the following safety rules and requirements:

GENERAL SAFETY RULES

- Restricted Access – Consultants, contractors and vendors shall stay within the designated areas.
- Smoking – Smoking is prohibited onsite and only allowed in designated areas.
- Eye and Hearing Protection – Eye and hearing protection is required in designated areas.
- Accidents, near misses, and first aid – Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to City employees.
- Drugs and Alcohol – Alcoholic beverages and illicit drugs are prohibited on City property.
- Guns – Consultants and contractors are prohibited from carrying guns on City property.
- Emergency Procedures – Follow directions announced by City staff. To report a fire or emergency, contact any SWM employee.
- Vehicle Safety – Be aware and cautious of vehicle and pedestrian traffic.

Training will be provided for lead consultant for the project. The expectation is that all sub-consultants or contractors are trained by the lead consultant or participate in the City's training. The training is approximately 30 minutes in length. The expectation following training will be signing an agreement acknowledging you have read and understood this information. The agreement must be signed prior to starting work at the site. It is the responsibility of the contracting company to ensure anyone working for or on their behalf adhere to these requirements. The Environmental Policy and the Contractor/Vendor Acknowledgement and Agreement are located in Appendix C.

26.7 Vision Development, Consensus Building and Options Evaluation

26.7.1 Task 1 – Opportunities, Challenges and Constraints

The Consultant will identify and diagram key opportunities, challenges and constraints based on a site assessment and analysis. This will include an analysis of the relationship (including interdependence and overlap) between opportunities, challenges and constraints to support future work including work of the Project Stakeholders.

26.7.2 Develop a Draft Vision, Principles, Goals and Objectives

The Consultant will lead engagement with SWM staff and other project stakeholders to:

- Identify the interests of the various Project Stakeholders and bring them together in a shared vision for the site; and
- Develop guiding principles with clearly articulated goals and objectives to guide decisions on identifying the most suitable options for the site and any potential timing.

Consensus building is an important aspect, however, the main operational use of the site as a Recovery and Transfer Station and the post closure activities relating to the landfill cap, landfill gas, leachate collection system and stormwater management along with any other regulatory requirement is the highest consideration in development of this plan.

The SWM Project Team has identified secondary goals for the Master Plan for consideration. These goals shall be considered in the development of the vision, principles, goals and objectives. The following are these goals

- End use for adjacent property owned by Environmental Services
- Potential development on the landfill cap areas or undeveloped properties own by Environmental Services

26.7.3 Present Draft Vision, Principles, Goals and Objectives in a Workshop with SWM Project Team (and Stakeholders as needed)

The Consultant will lead a workshop with the SWM Project Team to present the work from Task 26.7.2. This workshop will be an opportunity to direct feedback from the team for any previous tasks and identify any important considerations to be used in future tasks.

26.7.4 Confirm Vision, Principles, Goals and Objectives

Following the workshop, the Consultant will refine and finalize the vision, guiding principles, goals and objectives based on input and feedback received.

26.7.5 Establish Evaluation Framework

Using the established vision, principles, goals and objectives, the Consultant will lead the development of the evaluation framework for reviewing use options for the Master Site Plan.

26.7.6 Master Plan Needs Assessment

The Consultant is to undertake a needs assessment for future use options. This work is high level only for citing considerations in the final plan. The work could reveal needs that may restrict location of use options for the site or significant infrastructure needs that could impact the desirability of any end use. Current zoning and potential zoning changes will be considered.

This work will also include the program work associated with an 18 bay future fleet maintenance shop as outlined in the Optimization Study included in Appendix B.

26.7.7 Master Site Plan Options

The Consultant will lead engagements with the SWM Project Team (and stakeholders as determined necessary) to identify use options for the site, or facilities and determine the agreed upon options to be evaluated using the evaluation framework. The Consultant will document all use options brought forth during the meetings or workshops. Previous Land Use Plan work to be considered as part of this effort. In addition, the Master Site Plan will be a living document to be updated as the SWM deems necessary using the work prepared as part of this scope.

26.7.8 Evaluate Master Site Plan Options Using Evaluation Framework

Using the approved evaluation framework, the Consultant will lead the evaluation of each use options in the MasterSite Plan to highlight the benefits and trade-offs. The results will be the shortlisted potential uses to include in the Master Site Plan.

26.7.9 Deliverables to include:

- Meeting agendas and minutes; and
- Engagement agendas and minutes;

Documents to include:

- SWM Project Team and Stakeholder engagement process and results;
- SWM Project Team and Stakeholder feedback and how it was addressed;
- Decision Log;
- Opportunities, Challenges and Constraints Assessment;

- Vision, Guiding Principles, Goals and Objectives;
- Evaluation Framework;
- Master Site Plan Needs Assessment;
- Master Site Plan Use Options; and
- Shortlist Potential Use Options

Updated Work Plan to be completed as necessary.

26.7.10 Reviews

The SWM Project Team will coordinate reviews of all deliverables and provide consolidated feedback. The Consultant will consider time and effort in their proposal for answering inquiries, and potentially revising their deliverables.

26.8 Feasibility Analysis

26.8.1 Feasibility Analysis

For the Master Site Plan Options identified, the Consultant will prepare a feasibility analysis. This analysis is to further refine the shortlist of options into the recommended potential options including end use. The feasibility analysis is to consider:

Technical and Operational Considerations:

- Ongoing operations, including site access and emergency response
- Worker and public health and safety risks and controls
- Post closure care activities
- Construction activities, planned and future
- Stormwater management
- Leachate management
- Groundwater and surface water monitoring
- Landfill gas management
- Maintaining landfill cap system integrity
- Erosion and sediment control
- Settlement
- Vegetation and wildlife
- Utility and infrastructure requirements on-site
- Suitability for use options to specific areas of the site
- Approximate dimensions and footprint for land needs for current and future facilities
- Ability to significantly separate any use areas from ongoing site operational and post closure activities
- Time of any implementation and ability to phase
- Other considerations as identified or proposed

26.8.2 Preliminary Implementation Plans and Timelines

- Regulatory approval Processes, requirements, costs, risks and expected timelines
- Access to closed area of the landfill portion of the site
- Public process and stakeholder engagement
- Presentations to ES Management and City Leaders, as deemed necessary
- Design, permitting and construction (delineate site operations from any end use options)
- Other considerations as identified

26.8.3 Preliminary estimate for improvements for operation of the facility or any end use options, including any potential revenues that may be applicable

26.8.4 Summary of Recommendations

From the recommended Master Site Plan or potential end use options identified in previous tasks, the Consultant shall prepare a Summary Report of Recommendations for Master Site Plan / End Use Options considering:

- A description of the potential use of the site;
- Benefits and trade-offs of each potential use of the site;
- Utility and infrastructure requirements;
- Suitability of the site use to specific areas;
- Ability to significantly separate site use areas from ongoing operational and post closure activities;
- Requirements and accessibility for post closure monitoring activities;
- Approval processes, requirements and timing;
- Possible timing of implementation and ability to phase;
- Estimate duration to complete (including planning, permitting, design and construction)
- A description of the process and estimated timeline for any early access to closed areas of the site;
- Approximate dimensions of footprint for land needs;
- Any cost estimates or revenue generating proposals; and
- Any other considerations as identified.

26.8.5 Deliverables to include:

- Updates to any prior deliverables;
- Meeting agenda and minutes
- Engagement agendas and materials
- A suitable document articulating:
 - Stakeholder engagement process and results

- Stakeholder feedback and how feedback was addressed
- Decision Log
- Site Use Options Feasibility Analysis
- Summary of Recommended Site Use / Master Plan
- Updated Work Plan, as necessary

26.8.6 Review

The SWM Project Team will coordinate reviews of the deliverables and provide feedback. The Consultant should consider time and effort in their proposal for answering inquiries and potentially revising their deliverables.

26.9 Recommended Potential Options and Master Site Plan

26.9.1 Recommended Potential Site Master Plan Options

The Consultant will lead engagement with the SWM Project Team and stakeholders as identified to present the results of the feasibility analysis and recommended potential Master Site Plan options.

26.9.2 Site Master Plan

The Consultant is to develop the Master Site Plan, as outlined in the approved table of contents. The Master Site Plan is to articulate the work completed to date, and the results. The Master Site Plan is to include deliverables from all the work to provide context and analysis to the recommendations in the final document.

26.9.3 Deliverables

- Updates to the prior deliverables, if necessary
- Meeting Agenda and Minutes
- Engagement Agenda and Minutes
- Master Site Plan
- Updated Work Plan, if any

26.9.4 Review

The SWM Project Team will coordinate all reviews of the deliverables, and provide feedback. The Consultant should consider review time and effort in their proposal for answering inquiries and potentially revising their deliverables.

APPENDIX A- Submittal Documents

Signature Page

Content to be Submitted in Section 12 (12.1 - 12.8)

SIGNATURE PAGE

CITY OF TACOMA ENVIRONMENTAL SERVICES/SOLID WASTE MANAGEMENT

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 Proposal 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 PROPOSAL SPECIFICATION NO. ES21-0480F Tacoma Solid Waste Facility Master Site Plan

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Appendix B - Plans & Study Documents

Overview Site Plan – Figure 1

Optimization Study



SWM Master Plan.dwg May 3, 2022

0' 225' 450'
SCALE: 1" = 450'

Figure 1
Solid Waste Management
Master Site Plan RFP
Site Overview Plan

CITY OF TACOMA
Solid Waste CNG Optimization Study

MASTER PLAN
Preliminary Space Program

SUMMARY OF PROGRAMMING

This space program was developed during an initial workshop held at the Solid Waste facility on March 1, 2018, with representatives from the Solid Waste Department. These preliminary programs are intended for use in establishing minimum space size criteria for the development of preliminary facility planning.

Space Description	No.	Proposed Space Standard	20 Year Program			General Space Purpose and Design Criteria	Adjacencies	Clear Height	Other Criteria / Equip. / Furnishing Needs
			Area (SF)	Qty.	Total Area				

ENCLOSED / HEATED FACILITIES

Shift Supervisor Office	M1	10 x 10	100	1	100	Private office	Maintenance bays	9'	Work station bookshelves, white board.
Future Fleet Manager Office	M2	10 x 10	100	1	100	Private office	Maintenance bays	9'	Work station bookshelves, white board.
Break Room / Training / Library	M3	20 x 30	600	1	600	Seating for 25-30 people at chairs and tables. All hands meetings and training sessions	Kitchenette, toilets	12'	Tables & chairs / (2) flat screens, Projector and projector screen. Shelving for manuals. (25) cubbies to store lunches
Kitchenette	M4	6 x 30	180	1	180	Kitchen area shared by all staff and crew	Included within the break room	9'	(2) Full size refrigerators, Microwave (2), double sink, lower and upper cabinets
Men's Toilet Room	M5	14 x 24	336	1	336	Toilets, sinks per plumbing code, (minimum 2 urinals)	Break room, centrally located	9'	
Women's Toilet Room	M6	14 x 20	280	1	280	Toilets, sinks per plumbing code.	Break room, centrally located	9'	
Tool Room	M7	20 x 24	480	1	480	Secure tool storage for power tools, specialty tools.	Parts room	9'	Storage racks and wall hooks
Shipping & Receiving	M8	14 x 20	280	1	280	Temporary store newly delivered parts, unpack	Parts room	9'	8' x 8' OHD to exterior
Parts Room	M9	10 x 12	120	1	120	Storage racks with parts.	Maintenance bays, shipping and receiving	9'	(2) Workstation, stainless steel counter for parts distribution, overhead door to secure parts counter when not in use
Heavy Maintenance Bay	M10	22 x 50	1,100	17	18,700	Major vehicle Maintenance / Repair, larger vehicles	Fabrication and General Shops	16'	Vehicle exhaust, floor drain, light colored walls and floor, natural daylight, bridge crane with 21' hook height. 14'w x 18'h OHD
Oversized Maintenance Bay	M11	26 x 50	1,300	2	2,600	Vehicle maintenance for larger vehicles	Vehicle maintenance bays	16'	Vehicle exhaust, floor drain, light colored walls and floor, natural daylight, bridge crane with 21' hook height. 20'w x 18'h OHD

CITY OF TACOMA
Solid Waste CNG Optimization Study

MASTER PLAN
Preliminary Space Program

Space Description	No.	Proposed Space Standard	20 Year Program			General Space Purpose and Design Criteria	Adjacencies	Clear Height	Other Criteria / Equip. / Furnishing Needs
			Area (SF)	Qty.	Total Area				
Welding Shop	M12	25 x 50	1,250	2	2,500	Fabrication / welding space	Vehicle maintenance bays	16'	Welding table, welding / fab equipment, ironworker, press, chop saw, plasma cutter, 4x8 table, 220 outlets. Ventilation boom. Welding curtain
Welding Tools/ Storage	M13	12 x 50	600	2	1,200	Store materials and tools	Welding shop and maintenance bays	16'	Horizontal and vertical material stroage racks
Custodial Room	M14	6 x 8	48	1	48	Mop sink/rack	Centrally located	9'	
IT Room	M15	10 x 10	100	1	100	Primary hub for comm and data	Centrally located	9'	
Fire Protection Room	M16	6 x 10	60	1	60	Primary hub for fire protectiion	Centrally located	9'	Exterior door
Electrical Room	M17	10 x 10	100	1	100	Primary hub for electrical equipment	Could be part of a mezzanine space	9'	Exterior door
Mechanical Room	M18	10 x 14	140	1	140	Primary hub for mechanical equipment	Centrally located, mezzanine space	9'	
SUBTOTAL AREA					27,924				
Circulation / Walls / Misc			30%		8,377				
TOTAL ENCLOSED / HEATED FACILITIES					36,301				



LEGEND

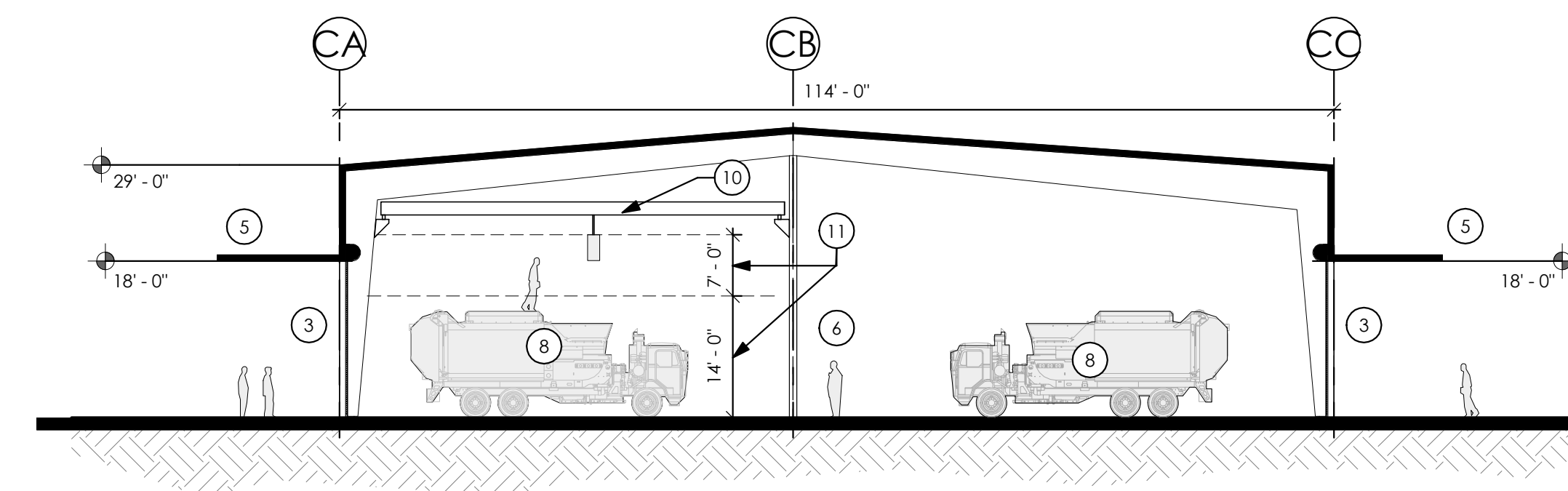
- MAINTENANCE BAY
- WELDING / SHOP
- OFFICE, PARTS, BREAK RM
- WALK ZONE (WITHIN WORK / BAY AREA)
- CANOPY

KEYNOTE

- (1) NOT USED
- (2) 20'-0" W x 18'-0" H OVERHEAD DOOR (x4)
- (3) 14'-0" W x 18'-0" H OVERHEAD DOOR (x18)
- (4) PERSONNEL DOOR
- (5) CANTILEVERED ROOF CANOPY
- (6) WALK ZONE
- (7) FIRE RATED WALL @ GRID 'C2'
- (8) MAINTENANCE BAY (x17)
- (9) OVERSIZED MAINTENANCE BAY (x2)
- (10) CRANE / 10 TON BRIDGE (ALSO SEE SECTION 2)
- (11) MAX HOOK HEIGHT (21')
- (12) 8'-0" W x 8'-0" H OVERHEAD DOOR (x2)
- (13) STAIR TO MEZZANINE LEVEL ABOVE, FULL EXTENT OF FIRST FLOOR OFFICE & PARTS. MECHANICAL LOCATED ON MEZZANINE LEVEL.
- (14) 10'-0" LONG COUNTER FOR PARTS

1 NEW MAINTENANCE BUILDING PROPOSAL

1/16" = 1'-0"



2 SECTION

1/16" = 1'-0"



TCF Architecture

City of Tacoma

Solid Waste - CNG Optimization Study

9/1/2018

New Maintenance Building Conceptual Layout

NOTE: DRAWING MAY BE REDUCED
0 8' 16' 32'

Appendix C - Sample Documents

Draft Service Contract

Insurance Requirements

Environmental Sustainability Management System Environmental Policy

Environmental Sustainability Management System Contractor Vendor
Acknowledgement Form

SERVICES CONTRACT

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

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

1. Scope of Services

The CONTRACTOR agrees to diligently and completely perform the services or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit _____ and _____, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit _____, Exhibit _____. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

3. Changes to Scope of Work

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

4. DELETE THIS - On Call Contracts

This item was not required and can be deleted

5. Term

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

6. DELETE THIS - Renewals

This item was not required and can be deleted

7. Delay

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

8. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [on the basis of] [EXHIBIT XXXX and/or a DESCRIPTION OF COMPENSATION ARRANGEMENTS –MILESTONES, TIME AND MATERIALS, LUMP SUM ETC.]

9. Prevailing Wages

- A. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 - 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
 - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to

any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

10. Not to Exceed Amount

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

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

11. Payment

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

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

12. Payment Method

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

13. Independent Contractor Status

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

14. Services Warranty

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

15. Reliance on CITY Provided Data or Information

If CONTRACTOR intends to rely on information or data supplied by CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of CITY.

16. Contract Administration

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

17. Specific Personnel

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law.

This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

18. Records Related to Performance of Contract

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

19. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of _____ [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

20. Notices

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

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

21. Termination

- A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY's own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material

breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

- B. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- C. In the event of material default or breach by CONTRACTOR of any of the terms or conditions of the Contract, CITY may, at its election, procure services and deliverables under this CONTRACT from other sources, and may deduct from the unpaid balance due CONTRACTOR, or collect against the bond or security (if any), or may invoice and recover from CONTRACTOR all costs paid in excess of the price(s) set forth in the Contract.
- D. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

22. Suspension

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

23. Federal Funds

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

24. Taxes

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

manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

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

25. Licenses and Permits

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

26. Indemnification

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

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

27. Title 51 Waiver

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

28. Insurance

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables

provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

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

29. Nondiscrimination

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

30. Conflict of Interest

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

31. City ownership of Work/Rights in Data and Publications

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR 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, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all 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 CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested

by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

32. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

33. Confidential or Proprietary Records Must be Marked

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

34. Duty of Confidentiality

DELETE THIS

This item was not required and can be deleted

35. Approval for Release of Information Related to Contract

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval.

CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

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

36. Dispute Resolution

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

37. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries

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

Waiver

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

Severability and Survival

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

Entire Agreement

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

Modification

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

DRAFT

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

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

APPENDIX A
FEDERAL FUNDING

1. COPELAND ANTI-KICKBACK ACT

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

4. CLEAN AIR ACT

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

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

5. FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

6. DEBARMENT AND SUSPENSION

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

7. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

8. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

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.
- 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

- 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

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

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 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

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.



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Agreement

Company Name: _____

The undersigned hereby acknowledges receiving the contractor/vendor informational materials for the City of Tacoma, Recovery and Transfer Center, Environment and Sustainability Management System (ESMS). We further acknowledge having the responsibility to provide the training to all personnel who will be working on the property. We further agree to abide by all environmental regulations and policies whenever on the property. Sign-in sheets will be maintained as evidence that the ESMS training has been conducted and will be made available upon request. The Project Manager, primary city staff contact for the contract, or designee will communicate applicable changes to the ESMS to my company. Refraining of affected individuals will be conducted, as needed.

Contractor/Vendor Training Acknowledgment

Primary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Secondary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Signature _____ Date _____

For questions or additional information contact the designated contact as outlined in the contract.



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Welcome. The City of Tacoma Solid Waste Management Division (SWM) operates an ISO 14001 Environmental and Sustainability Management System (ESMS). An ESMS is a process with procedures that will allow SWM to operate legally, safely, and efficiently while reducing the environmental impacts of our activities. All contractors and vendors are required to comply with the ESMS and Environmental Policy. As part of the ESMS SWM has identified the following Significant Environment Aspects:

- Potential Spills
- Fire Hazards
- Air Emissions

Contractors and vendors must ensure that their activities do not negatively affect the Significant Environmental Aspects.

All contractors and vendors are required to adhere to the following safety rules and requirements:

GENERAL SAFETY RULES

- Restricted Access – Contractors and vendors shall stay within the designated areas.
- Smoking – Smoking is prohibited in building and within 25 feet of windows and doors.
- Eye and Hearing Protection – Eye and hearing protection is required in designated areas.
- Accidents, near misses, and first aid – Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to City employees.
- Drugs and Alcohol – Alcoholic beverages and illicit drugs are prohibited on City property.
- Guns – Contractors are prohibited from carrying guns on City property.
- Emergency Procedures – Follow directions announced by City staff. To report a fire or emergency, contact any SWM employee.
- Vehicle Safety – Be aware and cautious of vehicle and pedestrian traffic.

CONTRACTOR REQUIREMENTS

Contractors are expected to understand and comply with all general federal, state, and local safety regulations and specific work practices applicable to the immediate project. These include, but are not limited to:

- Storage, handling and use of flammable liquids and hazardous materials.
- Periodic safety inspections and housekeeping.
- Use of all protection, if applicable.
- Following electrical safety practices and lock out/tag out procedures.
- Proper use of PPE.
- Proper maintenance and use of ladders and other equipment, if applicable.
- Contractors are responsible for removing and proper disposal of any hazardous materials or hazardous wastes utilized or generated while onsite at SWM.
- Contractors must notify the PM immediately of any leaks or spills.
- Requirements outlined in the signed contract or agreement to perform the contracted work.

Agreements acknowledging you have read and understood this information must be signed prior to starting work. It is the responsibility of the contracting company to ensure anyone working for or on their behalf adhere to these requirements Contractor/Vendor Acknowledgment and



Verification	Originator	Revised	Approved	Issued
Initials	Core Team		Mgmt Rep	Mgmt Rep
Date	2/2019		2/2019	2/2019

ESMS Document – 8.1-5 Contractor Management Environmental Checklist

The following information is required by the Insert Name of Project Manager/Assigned Staff prior to contracted activity or service.

Check yes or no to identify which of the following will be included in the contracted activity or service.

Combustion Sources:

- Air heating and supply ☐ Yes ☐ No
- Mobile transportation (*i.e. forklift or carts*) ☐ Yes ☐ No
- Construction activities ☐ Yes ☐ No
- Excavation or grading ☐ Yes ☐ No
- Drilling or blasting ☐ Yes ☐ No
- Rock crushing ☐ Yes ☐ No
- Demolition ☐ Yes ☐ No
- Welding or soldering ☐ Yes ☐ No
- Painting ☐ Yes ☐ No
- Asphalt paving ☐ Yes ☐ No
- Use or storage of chemicals or fuels ☐ Yes ☐ No
- Transfer of bulk materials ☐ Yes ☐ No
- Disposal of chemical wastes ☐ Yes ☐ No

If yes, please describe waste streams:

Building Maintenance Activities:

- Architectural paint removal ☐ Yes ☐ No
- Architectural painting ☐ Yes ☐ No
- Hydroblasting ☐ Yes ☐ No
- Sandblasting ☐ Yes ☐ No
- Surface preparation/treatments (*i.e. floors and roof repair*) ☐ Yes ☐ No
- Purging or repair of distribution lines (*i.e. those for fuel, oil or solvents*) ... ☐ Yes ☐ No
- Use of chemicals, solvents, corrosives, acids, oils, etc. ☐ Yes ☐ No
- Use of herbicides, pesticides, or insecticides ☐ Yes ☐ No



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Business or Work Related Activities:

Use or receipt of chemical materials..... ☐ Yes ☐ No
(other than janitorial or cleaning materials)

Generation and disposal of chemical wastes..... ☐ Yes ☐ No

Generation of sealers, adhesives, coatings, or paints..... ☐ Yes ☐ No

Welding, soldering, brazing or similar activities ☐ Yes ☐ No

Use of caustics or acids ☐ Yes ☐ No

Use of combustion gases ☐ Yes ☐ No

If yes, please list the fuels used:

Laboratory installation ☐ Yes ☐ No

Medical waste ☐ Yes ☐ No

Discharge to storm drains ☐ Yes ☐ No

To be completed by the City of Tacoma, Project Manager or assigned staff prior to the contracted work or service.

A review of the above activities determined:

- ☐ No further action is required
- ☐ Contractor/supplier must refer to the project specification book/contract for the assigned operational controls

Signature:

Name, Title

Date

Refer to [8.1-2 Operational Planning and Control Contractor Management Procedure](#) and [8.1-3 Operational Planning and Control Vendor Procedure](#) for information regarding the use, routing and approval of this form.

Revision History

Change	Date of	Revised By	Summary of Changes
001			
002			

Previous versions or printed copies may be obsolete. Verify current versions using the ESMS website.