



City of Tacoma, WA

**ENVIRONMENTAL SERVICES**

**REQUEST FOR BIDS**

**SOLID WASTE MANAGEMENT  
300-GALLON PLASTIC CONTAINERS**

**SPECIFICATION NO. ES23-0068F**



**City of Tacoma  
Environmental Services / Solid Waste Management**

**REQUEST FOR BIDS ES23-0068F  
300-Gallon Solid Waste Management Plastic Containers**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, May 23, 2023**

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@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. Late submittals will be returned unopened and rejected as non-responsive.

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

**By Email:**

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

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

**Bid Opening:** Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

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

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

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

**Project Scope:** 300-Gallon Plastic Containers, Lids, & Parts

**Estimate:** \$1,423,305

**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 and in accordance with State of Washington law.

**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 the contact listed below in the *Additional Information* section.

**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, Senior Buyer by email to [ddejarlais@cityoftacoma.org](mailto:ddejarlais@cityoftacoma.org).

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




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

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## 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 Bids page.

<b>The following items make up your complete electronic submittal package (include all the items below):</b>	
<b>Signature Page (Appendix B)</b> To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
<b>Price Proposal Form (Appendix B)</b> The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
<b>ESMS Contractor Acknowledgement &amp; Agreement Form (Appendix B)</b>	
<b>After award, the following documents will be executed:</b>	
<b>City of Tacoma Contract (See sample in Appendix C)</b> Must be executed by the successful bidder.	
<b>Certificate of Insurance and related endorsements (Appendix C)</b> Shall be submitted with all required endorsements.	

**HEALTH & SAFETY:** Be sure to comply with all City of Tacoma health and safety requirements.

This project has been deemed to be an essential project by the City of Tacoma and it is anticipated that the contract will be operational during the COVID-19 outbreak. Therefore the Contractor shall complete a health and safety plan describing how the Contractor will complete the work while combating the COVID-19 spread (social distancing practices) and what Personal Protective Equipment (PPE) will be in place.

## 1. MINIMUM REQUIREMENTS

A successful bidder must have at least three (3) years of successful experience supplying 300-gallon plastic containers, lids, related parts, and equipment. All materials used to supply deliverables under this contract must be in compliance with all applicable County, State, and Federal regulations.

The Contractor must be able to deliver the quality and quantities requested by the City via purchase order (PO) within six (6) weeks for the first order and five (5) weeks for subsequent orders, FOB Destination Freight Prepaid and Allowed to City of Tacoma, Solid Waste Management (SWM), Recovery and Transfer Center (RTC), location at 3510 S. Mullen Street, Tacoma, WA 98409-2200. The City will be the sole judge of the Contractor's ability to meet these requirements.

## 2. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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

## 3. INSURANCE REQUIREMENTS

Successful bidder will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix D.)

## 4. DESCRIPTION OF WORK

The City of Tacoma (City) is soliciting bids to establish one or more contracts with qualified contractors to fulfill the City's needs for 300-gallon plastic containers, lids, and parts. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality, and availability.

## 5. ANTICIPATED CONTRACT TERM

The Contract will be two (2) years with three (3) one (1) year renewal options.

All deliverables shall be satisfactorily completed by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by both parties. The City reserves the right to cancel the Contract for any reason, by written notice, as stipulated in the Contract.

## 6. CALENDAR OF EVENTS

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

Contract may be issued after City Council approval.

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

Question Deadline:	<b>5/5/2023</b>
City response to Questions:	<b>5/9/2023</b>
Submittal Due Date:	<b>5/23/2023</b>
Anticipated Award Date, on or about:	<b>5/31/2023</b>
City Council Approval, on or about:	<b>6/27/2023</b>

## **7. INQUIRIES**

- 7.1** Questions can be submitted to *Dawn DeJarlais*, Senior Buyer, via email to [ddejarlais@cityoftacoma.org](mailto:ddejarlais@cityoftacoma.org). Subject line to read:  
ES23-0068F – Solid Waste Management 300-Gallon Plastic Containers – *CONTRACTOR NAME*
- 7.2** Questions are due by 3 p.m. on the date included in the Calendar of Events section.
- 7.3** Questions marked confidential will not be answered or included.
- 7.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 7.5** The answers are not typically considered an addendum.
- 7.6** The City will not be responsible for unsuccessful submittal of questions.
- 7.7** Written answers to questions will be posted alongside these specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org).

## **8. PRE-BID MEETING**

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

## **9. DISCLAIMER**

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

## **10. RESPONSIVENESS**

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB 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 City also reserves the right to not award a contract or to issue subsequent RFB's

## **11. AWARD**

Award will be made to the lowest responsive, responsible bidder. All bidders shall provide unit or lump sum pricing for each line item. Each line item will be added up for a subtotal price. The subtotal price will be compared amongst each bidder, including any payment discount terms offered twenty (20) days or more. The City may also take into consideration all other criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262.

All other elements or factors, whether or not specifically provided for in this specification, which would affect the final cost to and the benefits to be derived by the City will be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

Request for Bids

Specification No. **ES23-0068F**

Template Revised: 01/13/2023

The City reserves the right to award contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

1. Compliance with specification.
2. Proposal prices, listed separately if requested, as well as a lump sum total.
3. Time of completion/delivery.
4. Warranty terms.
5. Bidder's responsibility based on, but not limited to:
  - a) Ability, capacity, organization, technical qualifications and skill to perform the contract or provide the services required.
  - b) References, judgment, experience, efficiency and stability.
  - c) Whether the contract can be performed within the time specified.
  - d) Quality of performance of previous contracts or services

## **12. DELIVERY**

**12.1** Delivery shall be FOB Destination Freight Prepaid and Allowed (costs included in unit prices quoted) to the City of Tacoma, Solid Waste Management, 3510 S. Mullen Street, Tacoma, WA, 98409-2200.

**12.2** The Contractor must coordinate deliveries with the Container Maintenance Lead with a minimum of three (3) business days prior to delivery to allow staging and personnel coordination.

Solid Waste Management Container Maintenance Lead:

Ryan Little

(253) 282-8585

Email: [rlittle@cityoftacoma.org](mailto:rlittle@cityoftacoma.org)

CC: Denisse Linares [dlinares@cityoftacoma.org](mailto:dlinares@cityoftacoma.org)

**12.3** Contractors are required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. Late deliveries may be deemed cause for the City to terminate the contract. The City would allow six (6) weeks for the first order and five (5) weeks for subsequent deliveries, unless otherwise agreed upon by SWM.

**12.4** Hours of operation shall be Monday through Friday, 8:00 a.m. to 2:00 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

**12.5** The City provides alpha-numeric serial numbers with each purchase order. The Contractor must confirm each serial number range, deliver containers in alpha-numeric order, and denote the alpha-numeric serial number range on each packing slip and invoice.

**12.6** The Contractor is required to deliver containers and all associated parts in an organized manner.

**12.7** SWM has the option to impose a \$100.00 per day charge to the Contractor for failure to deliver in the required time period. The Contractor shall not, however, be responsible for delays in delivery due to acts beyond the manufacturer's reasonable control, or due to act of God, fire, strikes, epidemics, war, riots, unavoidable delay in transportation or rail car/transport shortages, or documented unavoidable material shortages, provided the City is notified in writing by the Contractor of such pending or actual delay and the reasons therefore. If deemed excusable, the City shall authorize an extension of time. In the event of such an excusable delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay. Any damage assessment or extensions of time are to be authorized by written purchase order changes issued by the City of Tacoma.

**12.8** The Contractor is responsible for all parts, materials, and other necessary equipment for containers until acceptance. Acceptance will be determined after being inspected by City personnel. Any defective containers or parts, which are rejected for any reason, shall be removed from the site. The Contractor has thirty (30) days to remove such defective material.

### **13. WARRANTY**

**13.1** The warranty for these plastic containers, lids, and parts shall be submitted and made a part of the bid.

**13.2** Contractor will warrant goods according to the manufacturer's warranty guidelines. The start of the warranty commences once the goods are delivered and accepted by the City.

**13.3** Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, Contractor will credit City for cost of parts, but not labor.

**13.4** When the word "container" is used in this specification, it is defined as a complete unit including lid and associated hardware. All containers furnished shall be warranted to be fully functional, in the opinion of the City, for a period of three (3) years. Defects which may breach this warranty include, but are not limited to, the following: cracking, chipping, peeling, distortion, failures at attachment point for lids, hinges, wheels, other points of attachment, weathering degradation, defective or insufficient material, poor material workmanship on the part of the manufacturer and lower ultraviolet resistance to aging in the process or normal operational use. Defective container tubs which are replaced under the warranty provision shall be replaced with all associated hardware. However, if any portion other than the tub should fail, then only that portion shall be replaced; such as, if the lid should fail, then only the lid shall be replaced.

**13.5** The Contractor shall not be responsible for damage or destruction caused by fire, vandalism, abuse, neglect or force majeure after the containers have been delivered and accepted.

**13.6** Containers and hardware, which the Contractor is obligated to replace under the warranty provision, shall be promptly replaced within thirty (30) calendar days after notice from the City.

**13.7** Contractor shall provide a warranty against infringement as set forth in Section 62A.2-312(3), of the Revised Code of Washington, and the submittal of a bid shall constitute an express warranty by the Contractor that the goods are to be delivered free of any patent, trademark, copyright or similar claims. Contractor further agrees that the specifications furnished herein shall not abrogate Contractor's warranty.

#### **14. QUALITY ASSURANCE**

A certificate of material compliance shall be submitted with each production shipment. This certificate shall adequately identify each material used and the raw material lot number by the resin manufacturer. The tubs shall have the month and year manufactured and a manufactured material identification code molded into the tub.

#### **15. INSPECTION**

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the Contractor shall be required to make arrangements to exchange the goods at their own expense and replace it in thirty (30) days.

Material failing to meet the requirements of this contract will be held at Contractor's risk and may be returned to Contractor. If so returned, the cost of transportation, unpacking, inspection, repackaging, reshipping, or other like expenses are the responsibility of the Contractor.

#### **16. APPROVED ITEM EQUIVALENT**

A specific manufacturer for almost all line items has been listed in the Technical Specifications because this is the current manufacturer accepted. For those line items, which do not list a specific manufacturer, bidders shall provide the technical specifications for the manufacturer they are offering. The City may request, after the bid due date, a sample of that product for review and approval by the City. The City reserves all rights to be the sole judge as to whether any other manufacturer can meet or exceed the current specifications they use. Unless an item is indicated "No Substitute", approved equivalents shall be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.

#### **17. COMPLIANCE WITH SPECIFICATIONS**

All products shall be new and unused. Any product that does not comply with any part of these technical specifications shall be rejected and the Contractor shall, at its own expense, including shipping, replace the item.

#### **18. MATERIALS AND WORKMANSHIP**

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations, and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

#### **19. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), 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:

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

## **20. EQUITY IN CONTRACTING**

This project has no EIC requirements, however, 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 **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

## **APPENDIX A – Technical Specifications**

**Technical Specifications**  
**Solid Waste Management 300-Gallon Plastic Containers**  
**Specification No. ES23-0068F**

GENERAL

A. Background:

City of Tacoma (City) Environmental Services Department (ES) Solid Waste Management Division (SWM) is a publicly-owned utility providing solid waste collection to approximately 5,000 commercial customers. Larger, barrel-type containers allow SWM to meet the waste disposal needs of commercial customers with limited accessibility for collection vehicles.

B. Purpose:

SWM is soliciting bids from qualified firms to furnish 300-gallon plastic solid waste containers and parts. These plastic containers will be utilized by SWM for commercial solid waste collection.

It is anticipated that this contract will be awarded to a single contractor to provide all deliverables identified in this bid specification; however, the City reserves the right to award the contract to multiple contractors.

The units shall be complete with all standard equipment, as advertised, and include all additional equipment and accessories included in these specifications. All parts specifically mentioned, but are necessary in order to provide a complete unit, are to be included in the submittal. The unit shall not be a make or a model which has been or is foreseen in the near future to be discontinued. Prototypes, experimental, or one-of-a-kind models are not acceptable.

All major components of the requested equipment must be manufactured or distributed by the original equipment manufacturer and advertised on a factory brochure as a standard or optional component.

The size specified shall be in U.S. liquid gallons and identified in the body portion of the container only. Wherever these specifications request a specific container volume, it is acceptable to offer slight variations that are described in the design specifications. The actual size quoted must be noted on the proposal page.

Any reference to a manufacturer's name, brand, method of manufacturer, or model in this specification shall be understood that the phrase "or approved equal" will be assumed to meet design and quality standards described in the container specifications.

Any contractor electing to bid may be asked to supply sample container(s) to SWM upon request. The sample(s) should be clearly labeled, preferably on the lid, with "Test Sample", company name, and container size. The sample containers will be supplied at the Contractor's expense. Bidders shall contact Joe Breer at (253) 594-7816 for delivery arrangements of

sample containers. Prior to final Award of Bid, the City will test each container for performance and compatibility with existing collection equipment.

C. Quantities:

1. The City intends to purchase 900 containers during the first two (2) years of the contract. Additional containers, parts, and dollies may be purchased, as needed, during the life of the contract. The City reserves the right to increase or decrease quantities under the contract and pay according to the unit prices quoted in the proposal. The quantities shown are estimates only and not a guarantee of any particular dollar or unit volume.

D. Certification:

1. Each contractor shall provide certification that the containers provided to the City meet the requirements set forth in ANSI Z245.30-2008 and ANSI Z245.60-2008.
2. Contractors shall supply certified copies of the results of each test set forth in the Testing Requirements section of ANSI Z245.30-2008 and ANSI Z245.60-2008 with the bid. Failure to provide this information may result in rejection of the Contractor's bid. Wherever a certification of an ANSI standard is required in this bid document, that certification must be provided by a party qualified and officially recognized to perform such analysis. This specification generally describes those attributes sought by the City. The City relies upon the ANSI standards and the skill and judgment of the Contractor to propose a suitable product that will meet the City's needs described herein.

E. Pricing/Price Adjustments:

1. Unit prices shall be all inclusive and submitted FOB Destination Freight Prepaid and Allowed to 3510 S. Mullen Street, Tacoma, WA 98409-2200.
2. Quoted prices must be available for ninety (90) days beyond the opening date and firm for the first year of the initial term.
3. Submittal prices will establish a base price against which Contractor(s) may request price adjustments.
4. Prices shall remain firm for each one (1) year period.
  - a. First term is two (2) years.
    - i. One price adjustment submitted no later than 305 days from the date of contract effective date will be reviewed.
    - ii. If accepted, the prices change would be effective one (1) year from the contract effective date.
  - b. All other price adjustments must be submitted for review no later than sixty (60) days before the start of the next renewal start date.

5. The City may consider price adjustments when presented in advance under the following conditions:
  - a. Any proposed price increase to contract line items must be beyond the control of the Contractor.
  - b. Travel, miscellaneous expenses, and surcharges will not be paid.
  - c. No adjustments will be made for Contractor profit margin.
    - i. Price increases will be adjusted only to the amount of cost increase to the Contractor.
  - d. The City is entitled to any promotional pricing during the contract period which is lower than pricing provided in the submittal.
  - e. Documentation, supporting calculations for the cost increase/decrease must be submitted with each price adjustment request.
  - f. Supporting documentation must include Contractor costs at time of base bid submission and adjusted costs for review period.
  - g. Supporting documentation, includes but is not limited to:
    - i. Resin-Related Cost(s): Plastics News under HDPE General Purpose (GP) market.
    - ii. Non-resin-Related Cost(s): Consumer Price Index for Seattle-Tacoma-Bellevue.
  - h. The City reserves the right to accept or reject all such price adjustments.
6. Written requests for price changes should be directed to:

City of Tacoma, Solid Waste Management  
Attention: Joe Breer, Collections Supervisor  
3510 S. Mullen Street,  
Tacoma, WA 98409-2200  
Email: jbreer@cityoftacoma.org, CC dodegard@cityoftacoma.org

F. Price Adjustment Calculations:

1. Container and Lid Resin Market Adjustment Calculation Formula:
  - a. Calculation Formula:

Pounds of resin × cost of resin per pound (supplied by bidding Contractor in submittal) to determine the adjustable portion of the unit cost for resin.
  - b. The adjustment will be determined using the Plastics News under HDPE General Purpose (GP) at the submittal deadline and the request for the price adjustment.

2. Non-Resin Market Adjustment Formula:

- a. Non-resin costs to complete and deliver FOB Destination Freight Prepaid and Allowed to 3510 S. Mullen Street, Tacoma, WA 98409-2200.
- b. The remaining portion of the unit cost (less profit and resin), including, but not limited to shipping, labor, equipment, overhead, and non-resin materials will be evaluated against the Consumer Price Index for Seattle-Tacoma-Bellevue, using the rate at the bid submittal deadline and the period at the time of the adjustment request.

G. Patents

1. Contractor agrees to indemnify and hold harmless the City, its officials, officers, agents, and employees from and shall defend, at its sole expense, any and all claims, demands, damages, suits at law or at equity, losses, judgments, liens, and costs arising out of or occasioned by the actual or alleged infringement of any patent, trademark, copyright or similar claims. In the event of recovery due to the aforementioned circumstances, the Contractor shall pay any judgment or lien arising there from, including any and all costs, including attorney fees, as part thereof.
2. Contractor agrees to indemnify and hold harmless the buyer from any and all license, royalty, and proprietary fees or costs, including legal costs, which may arise out of the buyer's purchase and use of plastic containers supplied by Contractor.
3. It is expressly agreed by Contractor that these covenants are irrevocable and perpetual.

**Design Specifications**

H. Container

Container shall meet the standards set forth in ANSI Z245.30-2008 and ANSI Z245.60-2008. The containers shall be designed to regularly contain 1,000 pounds of material and be capable of being picked up and dumped by a gripping device that applies a compressive radial force of 200 pounds without damaging the container at a point below the top edge (fully-automated) or attached to a tipping device (semi-automated). The container shall be round in the horizontal section and capable of being lifted and dumped from any angle. Every container must be capable of being emptied with fully-automated equipment utilized by the City. Container shall be molded with seamless construction and reinforced side walls.

I. Fabrication

1. The containers shall be manufactured from first quality, 100% virgin medium or high-density polyethylene from a nationally-recognized supplier (e.g. Phillips, Dow, Dupont, etc.).
2. Containers will have a minimum of 15% by weight of post-consumer regrind (PCR) polyethylene. Virgin and post-consumer regrind polyethylene will contain a minimum of one-half of 1% by weight, ultraviolet stabilized to protect against physical, and color deterioration.
3. Container body below the lid shall be one piece and either rotationally or injection molded.

4. The lid will be manufactured of the same material as the body and be of the same molding process as the body.
5. PRC polyethylene and ultraviolet stabilized will be hot melt compounded into base material.
6. The container will have a minimum wall thickness of two-tenths of an inch (0.2”).

J. Stability

1. The container shall be stable and self-balancing when in the upright position, when either loaded or empty.
2. When the container is sitting on a surface, it shall sit flat to the surface.
3. Containers, when empty, shall be capable of maintaining its upright position in sustained or gusting winds up to twenty-five (25) miles per hour as applied from any direction.
4. The container shall remain in the upright position when the lid is being opened and/or in the open position.

K. Compressive Force

1. Each container shall be capable of withstanding a compressive force of 200 pounds in the lifting and dumping process without permanent damage, deformation, or structural failure.

L. Finish

1. Interior surfaces shall have a high-gloss finish.
2. Exterior surfaces shall be non-slip for easier pickup and not hinder the container being picked up by a mechanical arm.
3. The plastic containers shall be hot stamped in white with a unique alpha-numeric serial number on the front or side of the container.
4. The City will provide serial number sequence at the time of request via purchase order.
  - a. Deliveries must be scheduled to arrive with the serial numbers in sequential order (lowest to highest).
5. The City of Tacoma Logo and the words “City of Tacoma” shall be hot stamped on the lid of the container.
6. Containers include no-slip side guards: fifteen-inches (15”) to nineteen-inches (19”) from the ground.
7. Container color: Black

M. Container Dimensions

1. Size: 300 – 325 U.S. liquid gallons
2. Minimum Weight of Resin (Lid and Body): Eight-five pounds (85 lbs.)
3. Height: Fifty-five inches (55") maximum
4. Top Diameter: Fifty inches (50") maximum
5. Hip or Gripping Surface Diameter: Forty inches (40") to forty-three inches (43")
6. Gripping Height From Ground: Twenty inches (20") to twenty-five inches (25")
7. Bottom Diameter: Forty-inch (40") maximum

N. Compatibility

The City urges the bidder to examine existing containers and collection equipment to ensure compatibility. The existing containers and collection equipment may be viewed at the Solid Waste Management (SWM) Recovery and Transfer Center (RTC) between the hours of 8:00 a.m. and 2:00 p.m., Monday through Friday. Contact Joe Breer at (253) 594-7816.

O. Lid

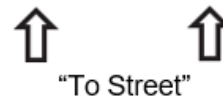
1. Each container shall be furnished with a lid molded from the same material and color as the container. The lid design shall be convex to provide drainage, shall be flared, and shall overlap the container sides to prevent bending when gripping for dumping. The lid shall be designed so it will not warp, slump, or distort to such an extent that it no longer fits the container properly or becomes, otherwise, unserviceable. All lids shall be the same size in order to fit any container, and tolerances are to be no greater than [(+) or (-)] one-eighth of an inch (1/8").
2. Lid shall rotate open more than 100 degrees for easy loading and dumping.
3. One piece 2/3 hinged solid lid (1/3 fixed)
4. Lid diameter: Fifty-seven inches (57") maximum
5. Molded on top of each lid, the following information shall be stated:

"Do not use for:  
Rocks, Sod, Dirt, Sand, or Concrete"

"Hazardous Materials:  
Paints, Solvents, Gasoline, Oil, or Hot Ashes"

"Yard and Garden Waste"

"Use for:  
Normal Trash or Garbage"



P. Replacement Parts

The City shall have the option of ordering sets of replacement parts or individual replacement parts under the agreement. Replacement parts may be included as part of a container order or a stand-alone order. Bidder shall include a price list for the purchase of additional replacement parts. The price list shall include pricing for sets of replacement parts and individual parts.

Q. Container Dolly

1. The dolly shall be constructed with industrial materials.
2. Heavy-duty four-inch (4") locking and swivel type, Polyurethane casters.
3. Constructed with quick-release brackets for casters.
4. Designed to carry up to 1,000 pounds and handle force of lifting mechanism returning container to the ground.
5. Frame is constructed from industrial steel (A36), weather-resistant, black finish.

R. Container Recycling

The City of Tacoma promotes the acquisition of goods and services in a manner that is consistent with the principles of environmental stewardship. The SolidWaste Management Division (SWM) reserves the right to select a Contractor that not only uses recycled content in their product containers, but also recycle used and/or damaged "City of Tacoma" plastic containers.

As an option to this contract, bidders are requested to provide a quote for recycling of damaged containers. The containers will be picked up and transported by the Contractor at no cost to the City.

S. Contact

For questions pertaining to the technical requirements of this specification please contact Dawn DeJarlais at [ddejarlais@cityoftacoma.org](mailto:ddejarlais@cityoftacoma.org).

**APPENDIX B – Bid Submittal Documents**

Signature Page

Price Proposal Form

ESMS Contractor Acknowledgement and Agreement Form

## **SIGNATURE PAGE**

### **City of Tacoma Environmental Services Department Solid Waste Management Division**

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 Bids 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 Bids Specification No. ES23-0068F Solid Waste Management 300-Gallon Plastic Containers**

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

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

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

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

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

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

\_\_\_\_\_  
Address

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

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

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

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

**Price Proposal Form Page 1 of 4**  
**Request for Bids Specification ES23-0068F**  
**Solid Waste Management 300-Gallon Plastic Containers**

**Name of Bidder:** \_\_\_\_\_

We, the undersigned, hereby agree to furnish the following per the specification, quote prices shall include F.O.B. Destination Freight Prepaid and Allowed to Solid Waste Management, 3510 S. Mullen St, Tacoma, WA, 98409-2200.

The quoted price per unit shall be all inclusive, including costs for all labor, materials, equipment, freight, and overhead to provide the materials requested. At no point will surcharges of any kind be permitted. The quantities shown are estimates only and not a guarantee of any particular dollar or unit volume.

**Bidder shall submit one original bid and one copy.** If bidder wishes to submit alternate bids, copy the appropriate bid pages and submit any alternate bids in a separate envelope.

ITEM NO.	EST. QTY.	DESCRIPTION	BID UNIT	UNIT PRICE	TOTAL PRICE
1.	900	300-Gallon Plastic Container with Lid	EA	\$	\$
2.	200	300-Gallon Container Plastic Lid with Assembly Hardware	EA	\$	\$
<b>Base Bid:</b>					\$
<b>Sales Tax: 10.3%</b>					
<b>Total:</b>					

**Price Proposal Form Page 2 of 4**  
**Request for Bids Specification ES23-0068F**  
**Solid Waste Management 300-Gallon Plastic Containers Price**

**Name of Bidder:** \_\_\_\_\_

Prices per container and part quotes below will not be used to evaluate lowest bid. However, the City wants to include pricing in the contract to allow the City to purchase 300-gallon plastic containers with RFID tags and related parts, if needed. The quoted price per unit shall be all inclusive including costs for all shipping, handling, labor, materials, equipment, and overhead to provide the materials requested, delivered FOB Destination Freight Prepaid and Allowed to 3510 S. Mullen Street, Tacoma, WA 98409-2200.

ITEM NO.	EST. QTY.	DESCRIPTION	BID UNIT	UNIT PRICE	TOTAL PRICE
3.	900	300-Gallon Plastic Container with Lid and RFID Tag	EA	\$	\$
4.	900	RFID Tag	EA	\$	\$
5.	25	300-Gallon Plastic Container Lid Installation Hardware	SET	\$	\$
6.	50	Dolly: 4" Swivel Caster Wheel	EA	\$	\$
7.	50	Dolly: 4" Swivel Caster Wheel with Side Brake	EA	\$	\$
8.	100	Caster Dock Quick-Release Bracket	EA	\$	\$
<b>Subtotal:</b>					\$
<b>Sales Tax: 10.3%</b>					
<b>Total:</b>					

**Price Proposal Form Page 3 of 4**  
**Request for Bids Specification ES23-0068F**  
**Solid Waste Management 300-Gallon Plastic Containers**

Please provide answers for this entire section. It is a requirement of the bid.

**Name of Bidder:** \_\_\_\_\_

A. Specify the material of which the containers are made: \_\_\_\_\_

B. Specify the percentage of recycled content: \_\_\_\_\_

C. Specify body size of containers offered, based on ANSI A245.30-2008 standards for measuring volumetric loading capacity, in U.S. liquid gallons:

300-gallon: \_\_\_\_\_

D. Weight of resin, body and lid only, to establish basis for price escalation / de-escalation:

300-gallon container with lid: \_\_\_\_\_ 300-gallon container lid (lid-only):  
\_\_\_\_\_

E. Cost of resin per pound on which this quotation is based, to establish basis for escalation / de-escalation, \_\_\_\_\_pound.

F. The market used for resin-related price adjustments throughout the contract is Plastics News under HDPE General Purpose (GP).

Do you accept this market to measure all resin-related price adjustments?

Yes \_\_\_\_\_ No \_\_\_\_\_

- a. If answering no to Plastics News under HDPE General Purpose (GP) for resin price adjustments throughout the contract life, what measurable market do you want the City to consider?  
(This is not a guarantee that the alternate market will be accepted.)

\_\_\_\_\_

**Price Proposal Form Page 4 of 4**  
**Request for Bids Specification ES23-0068F**  
**Solid Waste Management 300-Gallon Plastic Containers**

Please provide answers for this entire section. It is a requirement of the bid.

**Name of Bidder:** \_\_\_\_\_

- G. The market used for price adjustments for all other costs including, but, not limited to costs for all labor, non-resin materials, equipment, freight, and overhead to provide the materials requested is the Consumer Price Index for Seattle-Tacoma-Bellevue.

Do you accept this market to measure all price adjustments unrelated to resin cost?

Yes \_\_\_\_\_ No \_\_\_\_\_

- a. If answering no to the Consumer Price Index for Seattle-Tacoma-Bellevue for price adjustments throughout the contract life, what measurable market do you want the City to consider?

(This is not a guarantee that the alternate market will be accepted.)

\_\_\_\_\_

- H. Provide describe all exceptions that do comply with general requirements and technical specifications described in this request for bids:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

- I. Bidder has attached manufacturer's complete container specifications. (yes/no) \_\_\_\_\_

- J. Bidder has provided certified copies of ANSI test results. (yes/no) \_\_\_\_\_

## Environmental and Sustainability Management System (ESMS)

### Contractor Acknowledgement and Agreement Form

The City of Tacoma, Environmental Services Department, Solid Waste Management Division ("SWM"), operates under an ISO 14001 Environmental and Sustainability Management System ("ESMS"). An ESMS is a process with procedures that will allow the 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 published on the other side of this document. As part of the ESMS the SWM has identified the following four (4) Significant Environmental Aspects:

- **Air Emissions:** Reduce air emissions from collection trucks
- **Potential Spills:** Reduce the number of spills
- **Fire Potential:** Reduce frequency of trailer fires and discharges to storm sewer
- **Resource Consumption:** Reduce contamination in residential recycling stream

Contractors must ensure that their activities do not negatively affect these Significant Environmental Aspects.

All contractors 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 the building and within 25 feet of windows and doors.
- **Eye and Hearing Protection:** Eye and Hearing protection is required in designated areas. Designated hearing protection areas are marked with appropriate signs.
- **Accidents, Near Misses, and First Aid:** Contractors, truck drivers, and visitors are required to report all accidents, near misses, and first aid incidents to a City employee.
- **Drugs and Alcohol:** Alcohol and illicit drugs are prohibited on City property.
- **Guns:** Contractors are prohibited from carrying guns on City property.
- **Emergency Procedures:** Follow directions announced over Public Address system or from SWM employees. 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 federal, State, and local safety regulations and work practices applicable to the activities they perform. These include, but are not limited to:

- Storage, handling, and use of flammable liquids and hazardous materials and hazardous wastes.
- Periodic safety inspections and housekeeping.
- Use of fall protection while working at heights.
- Following electrical safety practices and lock out /tag out procedures.
- Proper use of Personal Protective Equipment.
- Proper maintenance and use of ladders and other equipment.
- Contractors are responsible for removing and the proper disposal of any hazardous materials or hazardous wastes utilized or generated while on-site at the SWM.
- Contractors may not dispose of any chemical or waste on-site.
- Contractors must notify the Project Manager immediately of any spills or leaks.
- 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.

## Environmental and Sustainability Management System (ESMS)

### Contractor Acknowledgement and Agreement Form

**Company Name:** \_\_\_\_\_

The undersigned hereby acknowledges receiving the contractor/vendor informational materials for the City of Tacoma, Solid Waste Management Division, 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. Retraining of affected individuals will be conducted, as needed.

#### Contractor Acknowledgment

<b>Primary Company Contact:</b>	
<b>Title:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>Email:</b>	

<b>Alternate Company Contact:</b>	
<b>Title:</b>	
<b>Phone:</b>	<b>Fax:</b>
<b>Email:</b>	

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

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

---

#### For City of Tacoma Use Only

\_\_\_\_\_  
**Project Lead Signature**

\_\_\_\_\_  
**Date**

## **APPENDIX C – City Documents**

Sample Contract

City of Tacoma Insurance Requirements

## CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

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

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

---

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

---
- II. 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 this Appendix A 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, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
  1. Contract, inclusive of Appendices A and B.
  2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:  
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. 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.

VIII. 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 the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

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: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

## **1. Termination for Breach**

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.

## **2. Prevailing Wages**

1. 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.
2. 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:
  - i. 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.
  - ii. 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.
  - iii. 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.

## **3. 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.

#### **4. 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.
- F. 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.

- G. 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.

## **5. 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.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

## **10. 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:
  - i. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - ii. Meeting contract performance requirements; or
  - iii. At a reasonable price.
- B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

## APPENDIX A-1

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

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

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

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

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

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

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

\_\_\_\_\_  
Date

## APPENDIX B—Sub-recipient information and requirements

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

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



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

## 1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. 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.
- 1.12. 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 changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. 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).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

## 2. SUBCONTRACTORS



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

### 3. 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.

#### 3.1 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. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement)

#### 3.2 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 equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

#### 3.3 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. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 3.4 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.

#### 3.5 Excess or Umbrella Liability Insurance

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

#### 3.6 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.