



City of Tacoma, WA

TACOMA FIRE DEPARTMENT

REQUEST FOR BIDS

**PHILIPS TEMPUS HEART MONITOR, AED, ANNUAL
MAINTENANCE AND SERVICES**

SPECIFICATION NO. FD22-0158F



City of Tacoma
Tacoma Fire Department

REQUEST FOR BIDS FD22-0158F
Philips Tempus Heart Monitors, AED, Annual Maintenance and Services

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, May 17th, 2022

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

Until further notice, public Bid Opening meetings have been cancelled.

Submittals in response to a RFB will be recorded as received. As soon as possible 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 at the City's plan distribution service provider, ARC, 632 Broadway, Tacoma, WA, or by going to <http://www.e-arc.com/location/tacoma>. Prospective bidders will be required to pay reproduction costs. A list of vendors registered for this solicitation is also available at their website.

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

Project Scope: The City of Tacoma (City) is soliciting bids to establish one contract with a qualified vendor to fulfill the City's needs for new Philips Tempus/LS Heart Monitors, Philips AED's, Annual Maintenance and Services on an as-needed basis

Estimate: \$1,000,000

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

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Ryan Foster, Senior Buyer by email to RFoster1@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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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.

The following items make up your submittal package:	
One electronic copy emailed to bids@cityoftacoma.org	
Signature Page (Appendices)	
Price Proposal Form	
Information in Section 21 - Content To Be Submitted	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

1. BACKGROUND

The City of Tacoma (City) is soliciting bids to establish one contract with a qualified vendor to fulfill the City's needs for new Philips Tempus/LS Heart Monitors, Philips AED's, Annual Maintenance and Services on an as-needed basis. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

This product is used by the Tacoma Fire Department. The City would like to purchase 18 heart monitors, 35 – 45 AED's, 6 AED trainers, and Annual Maintenance on all equipment and repair services as needed to cover any repairs needed after the end of the warranty term. This is an estimated quantity only and does not guarantee a specific volume or dollar amount. It is the expectation of the department that due to the AED and the heart monitor having to use different pads that a greater discount will be applied to one or both of those pads until the units are able to utilize the same pad.

Vendors may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected. Should a contracted vendor fail to meet quality and/or availability requirements contained in these specifications, the City may move to terminate the contract with 10 days written notice.

1.1 What is the project's estimate? \$1,000,000

1.2 Is this project federally funded? No

2. CALENDAR OF EVENTS

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

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

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

Question Deadline:	5/11/2022
City response to Questions:	5/12/2022
Submittal Due Date:	5/17/2022
Anticipated Award Date:	May 2022
Public Utility Board/City Council Approval:	June 2022

3. INQUIRIES

Please submit questions concerning this solicitation to Ryan Foster, Senior Buyer, via email to rfoster1@cityoftacoma.org.

3.1 Questions marked confidential will not be answered or included.

3.2 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

3.3 The answers are not typically considered an addendum.

3.4 The City will not be responsible for unsuccessful submittal of questions.

3.5 Written answers to questions will be posted in the event approximately one week after the question deadline.

4. PRE-BID MEETING

4.1 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.

5. 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.

6. DELIVERY

6.1 Delivery shall be to the City of Tacoma, 3401B South Orchard St, Tacoma, WA, 98466-6826.

Each vendor will be required to submit a delivery timeline of Tempus Pro's they can commit to. Purchase order delivery dates will reflect this timeline.

6.2 Hours of operation for delivery shall be Monday through Friday, 8:00 a.m. to 2:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

7. CONTRACT TERM

The contract will be for a three-year period with the option to renew the contract three additional one-year terms and is subject to the price increase/decrease provisions per the [Price Adjustments](#) section. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

8. 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

9. 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.

The City reserves the right to let the 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

10. PRICE ADJUSTMENTS

Bid submittal prices will establish a base against which Contractors may request price adjustments per the following terms:

1. The city reserves the right to accept or reject all such price adjustments
2. Price increases will be adjusted only to the amount of cost increase to Contractor. No adjustment will be made for Contractor profit margin
3. Increase requests may be evaluated against various market conditions, including but not limited to:
 - a) Consumer Price Index for Seattle - Tacoma - Bremerton, All Items 1982-84=100, for comparable period
 - b) Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted for the comparable period
 - c) State/federal regulations affecting production costs of the materials
 - d) Volatile commodity market conditions
 - e) Various producer price or commodity indices
 - f) Minimum wage adjustments

11. WARRANTY

Labor: Minimum two (2) year warranty on new equipment and 6 months on repaired equipment.

Parts: Manufacturer's warranty or minimum one-year warranty whichever is greater.

Repairs will be handled utilizing the Bench Service Model.

Vendor 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.

12. INSPECTION

All goods are subject to final inspection and acceptance by the City. If any inspection fails, the vendor shall be required to make arrangements to exchange the goods at their own expense and replace it in a timely manner acceptable to the City.

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

13. REPORTS

After the conclusion of the contract, upon request from the City to facilitate a new bid process, contractor shall furnish a list that cross references the manufacturer model numbers specified in this bid to the current model numbers.

14. 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 vendor shall replace the item, at its own expense, including shipping.

15. 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.

16. DAMAGED GOODS

The vendor shall replace any orders that are damaged in transit. They will be notified by the City and they must arrange to have damaged orders picked up within 48 hours' notice (excluding weekends and holidays). Vendor will pay all expenses incurred to ship damaged goods back to manufacturer or their own warehouse.

17. UPDATED PRODUCTS

During the contract term, if items on the contract are being replaced and updated by the manufacturer, the supplier may submit the manufacturer information, technical specification and pricing to the Purchasing Division for consideration. The supplier shall provide this updated product information to the Purchasing Division as soon as it becomes available by the manufacturer. If the replacement product is not approved, the vendor will be notified and the current item on the contract will be removed.

18. ADDITIONAL PRODUCTS

The City of Tacoma reserves the right to add additional products with mutual agreement of the supplier as long as the same pricing structure/discount percentage applies, as given in the original contract.

19. PRODUCT DISCONTINUED

During the contract term, if the supplier discontinues carrying any of the contracted items, they must notify the City and the Purchasing office within 30 calendar days. The City reserves the right to seek other suppliers to supply those items or purchase directly from the manufacturer or their designated distributor until the contract term ends.

20. QUANTITIES AND PURCHASE ORDERS

The quantities listed are an estimate only using historical data gathered from the previous 5 years. Delivery will be according to purchase order on an as-needed basis throughout the period of the contract.

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

- 21.1** The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation may be rejected as non-responsive. It is agreed that you will perform according to the highest standard indicated.
- 21.2** Prices shall be quoted F.O.B. Destination, freight prepaid and allowed.
- 21.3** State your proposed delivery time, in calendar days, following receipt of a purchase order and all subsequent purchase orders during the term of the Contract (for initial equipment purchase only)
- 21.4** Are warranties equal to or do they exceed those specified in this solicitation
- 21.5** Submit proposed guarantee and/or warranty information

- 21.6** Provide company information to include years in business, number of employees, or any other relevant information (Financial information not required).
- 21.7** Please describe your sustainability efforts in your everyday business practices:
- 21.8** Please describe any measures taken to minimize impacts to the environment in the delivery of proposed goods and/or services:
- 21.9** Does your company provide a Prompt Payment Discount?: Yes/No
- 21.10** Specify the Prompt Payment Discount percentage. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid
- 21.11** Does your company accept a procurement card?: Yes/No
- 21.12** 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.
- 20.13** Please describe what you will do to help offset the cost of buying two sets of pads since your AED and heart monitor do not currently use the same pad.

22. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City of Tacoma'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 manage 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 RFB 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 RFB, an addendum will be posted alongside these specifications at tacomapurchasing.org.

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26. PRICING

Part Number	RDT Legacy P/N	Description	Qty	Per Item Cost	Extended Cost
989706001671	00-3005-US	Tempus ALS Manual Package 2	9	\$	\$
		Tempus ALS Manual Package 2 + AED Bundle	9	\$	\$
989706001681	00-3020	Tempus LS Man, Defibrillator	1	\$	\$
989706001251	05-2053	Patient Data Email License	18	\$	\$
989706001261	05-2054	ePCR Export License	18	\$	\$
989706010005	05-2071	IntelliSpace Corsium ReachBak, Annual/1yr	90	\$	\$
989706001271	05-2055	12-Lead ECG License (AAMI)	18	\$	\$
989706001221	05-2026	ST & QT Real Time License	1	\$	\$
989706002131	05-2075	Glasgow ECG algorithm	18	\$	\$
989706001201	05-2023	Massimo Rainbow SpCO Factory License	18	\$	\$
989706010080	01-3023	CPR Sensor	9	\$	\$
989706010100	01-3022	CPR Sensor - Single Use Adh Pads x5	25	\$	\$
989706010110	01-2243	USB to USB cable	1	\$	\$
989706001141	01-3015	ECG Simulator & Test Load	2	\$	\$
989706012550	01-2301	4G Dongle Kit (Factory)	18	\$	\$
989706000941	01-2182	12-Lead ECG Modular Cable (AAMI) 8ft	18	\$	\$
989706000901	01-2177	4-Lead ECG Modular Cable (AAMI) 8ft	1	\$	\$
989706000921	01-2179	6-Lead ECG Modular Cable (AAMI) 8ft	18	\$	\$
989706000531	01-2068	3-Lead ECG Cable (AAMI) 8ft	1	\$	\$
989706000541	01-2069	5-Lead ECG Cable (AAMI) 8ft	1	\$	\$
989706010040	01-3020	Tempus LS Electrodes-Adult	2400	\$	\$

989706002061	01-2271	Reusable NIBP Cuff - Adult Plus	54	\$	\$
989706002071	01-2272	Reusable NIBP Cuff - Large Adult Plus	1	\$	\$
989706000231	01-1002	Reusable NIBP Cuff - Adult	1	\$	\$
989706000241	01-1003	Reusable NIBP Cuff - Large Adult	1	\$	\$
989706000251	01-1004	Reusable NIBP Cuff - Child	1	\$	\$
989706000331	01-2021	Reusable NIBP Cuff - Infant	1	\$	\$
989706001001	01-2230	Disposable NIBP Cuff - Infant x20	2	\$	\$
989706001011	01-2231	Disposable NIBP Cuff - Child x20	5	\$	\$
989706001031	01-2233	Disposable NIBP Cuff - Adult x20	120	\$	\$
989706001041	01-2234	Disposable NIBP Cuff - Large Adult x20	45	\$	\$
989706000591	01-2079	Contact Temp Adaptor Cable	1	\$	\$
989706000581	01-2078	Disposable Temp Probe x20	1	\$	\$
989706000861	01-2153	Reusable Contact Temp Probe	1	\$	\$
989706000421	01-2051	Tempus Pro Lithium-ion Battery	1	\$	\$
989706001101	01-3011	Tempus LS Battery	1	\$	\$
989706000451	01-2055	Mains Cable - USA (Earthed)	1	\$	\$
989706001741	05-2039	Tempus Pro Pouch Rail System - Right	18	\$	\$
989706000611	01-2086	-Masimo Rainbow DCI Adult Clip 3 Ft	18	\$	\$
989706010120	01-2267	Masimo Rainbow Cbl M-LNCS EMS 25Pin 4 Ft	18	\$	\$
989706012610	26-2044	Display Protector	18	\$	\$
989706000961	01-2187	Printer Paper Roll with 110mm Grid x10	180	\$	\$
989706001461		English	18	\$	\$
861304		PHILIPS FRX AED - 8 yr Warranty, 4 yr Battery	35	\$	\$
A01		FRx Aviation Bundle with Aviation Carry Case (Zippered) Includes TSO Battery	1	\$	\$
C01		FRx Standard Carry Case	1	\$	\$
C03		FRx Custom Plastic Water-Proof Shell (Red)	1	\$	\$
R01		FRx Ready-Pack (includes: Standard Carry Case, Spare Adult SMART II Pads) Device & Pads are pre-installed	35	\$	\$
R02		FRx Ready-Pack Aviation Bundle with Aviation Case (Zippered) Order A01 or R02 Not Both	1	\$	\$
861306		Philips FRX Trainer	6	\$	\$
989803139311		Infant/Child Key, FRx Defibrillator	35		

890416		Bench Repair 4 Years, Performance Assurance 5 Years for 18 Tempus ALS Package 2	18	\$	\$
		Repair Labor Rate	50	\$	\$
		Repair parts (provide discount off of list) – not calculated in total		%	
	Sub Total				
	Tax (if applicable)				
	Grand Total				\$

27. APPENDICES – BID FORMS

See Below

APPENDIX A

Signature Page

SIGNATURE PAGE

CITY OF TACOMA TACOMA FIRE DEPARTMENT

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. FD22-0158F Philips Tempus Heart Monitor, AED, Annual Maintenance and Services

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

APPENDIX B

Terms and Conditions

Sample Contract

Insurance Requirements

City of Tacoma Terms and Conditions

<https://cms.cityoftacoma.org/purchasing/StandardTermsandConditions.pdf>

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of Choose an item. 20____, ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and ("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. _____ and _____ together with all authorized addenda.
 2. Contractor's submittal (or specifically described portions thereof) dated _____ submitted in response to Specification No. _____ and _____.
 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.
-

Remove this paragraph and #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:

1. Contract
2. List remaining Contract Documents in applicable controlling order.

- II. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed: _____, plus applicable sales tax.
- III. 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.
- IV. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- V. 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.
- VI. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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

CITY OF TACOMA:

CONTRACTOR:

By: _____
Enter title of dept or div staff w/auth to sign for this \$ amt

By: _____
Signature

By: _____
Choose an item.

Printed Name

By: _____
Director of Finance

Title

APPROVED AS TO FORM:

By: _____
City Attorney

Sample



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.



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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.1.2

4.2 Workers' Compensation

- 4.2.1 Contractor shall comply with Workers' Compensation coverage as required by the



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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.

4.3 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.

4.4 Excess or Umbrella Liability Insurance

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

4.5 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.