



City of Tacoma, WA

**TACOMA WATER**  
**REQUEST FOR PROPOSALS**  
**WATER TREATMENT RESIDUAL CAKE HAULING**  
**SPECIFICATION NO. TW23-0053F**



City of Tacoma  
Tacoma Water

REQUEST FOR PROPOSALS TW23-0053F  
WATER TREATMENT RESIDUAL CAKE HAULING

**Submittal Deadline:** 11:00 a.m., Pacific Time, Tuesday, June 6, 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 meet will be held Tuesday, May 23, 2023 from 10:00 a.m. to 12:00 p.m., in the Chinook Room at the Green River Filtration Facility located at 36525 SE Green River Headworks Road, Ravensdale, WA 98051. Note: Access is limited at this location. Please check in at the gate with current identification and proof of auto insurance

**Project Scope:** Routine hauling services for material generated as a byproduct of the water treatment operations at the Green River Filtration Facility.

**Estimate:** \$855,000.00 (Cumulative contract total)

**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 Brandon Snow, Senior Buyer by email to [bsnow@cityoftacoma.org](mailto:bsnow@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 Proposal page.

<b>The following items make up your submittal package:</b>	
One electronic copy of your complete submittal package	
Signature Page (Appendix B)	
Price Proposal Form (Appendix B)	
Proposal Questionnaire (Appendix B)	
<b>After award, the following documents will be executed:</b>	
Services Contract	
Certificate of Insurance and related endorsements	

## **1. BACKGROUND**

Tacoma Water is seeking proposals for providing routine hauling services for material generated as a byproduct of the water treatment operations at the Green River Filtration Facility (GRFF). The water filtration residual cake will be dewatered to approximately 18-30% solids by screw presses and is loaded by conveyor into containers. The cake will consist of silts, clays and organics that are filtered out of the river water as well as coagulants and polymers added during the treatment process. The material produced has been tested and identified as non-hazardous.

Hauler shall transport the cake from the GRFF to Tacoma Water's contracted disposal site, or an alternative certified disposal site owned or contracted by the hauler and approved by Tacoma Water.

The City anticipates awarding two contracts: A primary hauling contract and a backup hauling contract through 12/31/2024 with the option to renew up to three additional one-year periods. Award of the primary hauler and backup hauler will be based on the evaluation by a Selection Advisory Committee (SAC). The scoring criteria can be found in Section 10 of this RFP. More details about the backup hauler's scope of services can be found in Section 1 of the Technical Specifications in Appendix A.

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

## **2. MINIMUM REQUIREMENTS**

Hauler shall provide CDL licensed, experienced drivers/equipment operators and a truck/trailer capable of loading and carrying Tacoma Water's 20-foot long, 22-cubic yard roll off containers with a combined cake and container weight up to 45,000 pounds or proposed alternate containers owned by the proposer that will fit within a loading bay, approximately 8-10 feet wide inside the 14-foot tall doorway.

Hauler shall maintain all appropriate insurance, permits, licenses and approvals as may be required to haul municipal water filtration residual cake. Minimum City of Tacoma insurance requirements are attached to this RFP (Appendix C).

Tacoma Water will ensure that the material to be hauled is acceptable for disposal at the designated location. Tacoma Water will not require Hauler to haul material that will not pass a paint filter test as outlined in EPA Method 9095B – Paint Filter Liquids Test.

Hauler shall be fully responsible for the safe delivery of the material in accordance with all local, state, and federal laws as well as the requirements stated within this proposal document. Hauler shall be responsible for ensuring that the load is tarped and secured.

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

It is the City's intent to select a firm based on qualifications and abilities of the proposer.

Work shall be on an “as needed” basis according to the operation of the GRFF, and subject to any scheduling limitations of the disposal site. There is no minimum demand for service or guaranteed amount of work.

An estimated 3000 tons/year of water filtration residual cake is generated at the GRFF. The actual number of tons per year may increase or decrease according to operation of the GRFF. Hauling trips will be coordinated on an as-needed basis by GRFF operators.

#### **4. CONTRACT TERM**

The initial contract will be through 12/31/2024 with the option to renew the contract for three additional one-year periods. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

#### **5. CALENDAR OF EVENTS**

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

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

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

Publish and issue RFP:	<b>5/12/2023</b>
Pre-Submittal Questions:	<b>5/24/2023</b>
Response to Questions:	<b>5/26/2023</b>
Submittal Due Date:	<b>6/6/2023</b>
Submittal Evaluated:	<b>6/13/2023</b>
Award Recommendation:	<b>6/19/2023</b>
Public Utility Board:	<b>7/12/2023</b>

#### **6. INQUIRIES**

**6.1** Questions should be submitted to Brandon Snow via email to [bsnow@cityoftacoma.org](mailto:bsnow@cityoftacoma.org).  
Subject line to read:

TW23-0053F Water Treatment Residual Cake Hauling – *VENDOR NAME*

**6.1** Questions are due by 3 pm on the date included in the *Calendar of Events* section.

**6.2** Questions marked confidential will not be answered or included.

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

**6.4** The answers are not typically considered an addendum.

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

- 6.6** Written answers to questions will be posted along side the specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org)

## **7. PRE-PROPOSAL MEETING**

- 7.1** A pre-proposal meeting will be held at the date and time specified on the RFP page, in the Chinook Room at the Green River Filtration Facility located at 36525 SE Green River Headworks Road, Ravensdale, WA 98051. Note: Access is limited at this location. Please check in at the gate with current identification and proof of auto insurance.

## **8. DISCLAIMER**

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

## **9. EVALUATION CRITERIA**

The SAC will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified proposers before final selection.

- 9.1** The SAC will select a primary hauler and backup hauler from the respondents to provide the services required.
- 9.2** The City reserves the right to visit facilities of selected Respondents for the purpose of confirming qualifications and understanding proposed alternatives.
- 9.3** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- 9.4** A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.
- 9.5** The City reserves the right to deny any proposal that would be incompatible with GRFF operations.

## **10. CONTENT TO BE SUBMITTED**

A full and complete response to each of the "CONTENT TO BE SUBMITTED" items is expected in a single location; do not cross reference to another section in your submittal.

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure : Proprietary or Confidential Information.



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

The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

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

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

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

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

<b>Criteria</b>	<b>Maximum Points</b>
Overall Price (Section 10.1)	<b>40</b>
Proposal to Provide Services (Section 10.2)	<b>30</b>
Qualifications and Experience (Section 10.3)	<b>10</b>
Availability/Flexibility of Resources (Section 10.4)	<b>15</b>
Equity in Contracting (Section 10.5)	<b>5</b>
<b>Total</b>	<b>100</b>

#### **10.1 Overall Price – 40 points**

Information provided by the proposer for line items 1-6 shall be the basis for evaluating the overall price per ton. The value shall include all fees, trucking costs, fuel, overhead, etc. for performing the work. Proposers are not required to respond to every line item and should strikethrough any line item number they do not want to be evaluated on.

The proposer with the lowest overall price per ton for line items 1-6 will be awarded maximum points for this section. The overall per ton price for Tacoma Water will be calculated as follows:

Overall Price (\$ per ton) = (\$ Cost per Trip) / (Est. Tons per Trip) + (Disposal Cost per Ton)

Please provide pricing for the services listed on the Price Proposal Form (Appendix B).

#### **10.2 Proposal To Provide Services – 30 points**

Describe how Proposer will complete the work as described in more detail in the Technical Specifications (Appendix A).

If proposing alternative options, provide all necessary details for Tacoma Water to understand the proposal, including what containers will be used, what disposal site will be used, and adherence to compliance and spill response requirements as outlined in the Technical Specifications in Appendix A.

Provide this information on the Proposal Questionnaire (Appendix B). Include additional pages as required to explain proposal.

### **10.3 Qualifications and Experience – 10 points**

Describe Proposer's qualifications and experience with hauling water treatment residuals or similar materials. Include examples of similar jobs with references to individuals familiar with proposer's services. Provide at least 3 references.

Provide this information on the Proposal Questionnaire (Appendix B). Include additional pages as required to explain proposal.

### **10.4 Availability/Flexibility of Resources – 15 points**

Describe how Proposer's availability and flexibility of resources (# of staff available to haul, equipment available for hauling, etc.) satisfy the scope of services and deliverables. Information required includes, but is not limited to the following:

- Number of trucks/trailers available to perform hauling services (Include max GVW and combined weight of truck and trailer)
- Number of containers available to be filled by Tacoma Water (if not using Tacoma Water's containers)
- Number of CDL licensed staff available to operate hauling equipment
- Alternate disposal site (if applicable)
- Days and hours of operation available to perform hauling services for Tacoma Water
- Other benefits proposed that Tacoma Water should take into consideration

Provide this information on the Proposal Questionnaire (Appendix B). Include additional pages as required to explain proposal.

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

Proposed teams with certified [Washington State Office of Minority & Women's Business Enterprises](#) will receive five points, these include the following categories:

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

Provide this information on the Proposal Questionnaire (Appendix B). Include additional pages as required to explain proposal.

## **11. INTERVIEWS / ORAL PRESENTATIONS**

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

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

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

If interviews are conducted, the SAC will schedule the interviews with the contact person provided in the SOQs. Additional interview information will be provided at the time of invitation.

## **12. RESPONSIVENESS**

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

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

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

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

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

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

- To waive any or all informalities
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

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

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

## 15. CONTRACT OBLIGATION

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

## 16. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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

## 17. INSURANCE REQUIREMENTS

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

## 18. PREVAILING WAGE INFORMATION

This project requires prevailing wages under [39.12 RCW](#). Any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in King County.

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

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

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

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

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

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

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.

2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

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

## **19. PAID LEAVE**

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

## **20. PARTNERSHIPS**

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

## **21. AWARD**

After the Respondents are selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

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

## **22. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the [City's Sustainable Procurement Policy](#) 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;

### **23. PROPRIETARY OR CONFIDENTIAL INFORMATION**

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

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

### **24. ADDENDUMS**

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

**APPENDIX A**  
Technical Specifications  
Exhibits A - D

## **TECHNICAL SPECIFICATIONS**

These technical specifications cover the contracted service of hauling water filtration residual cake for the City of Tacoma, Department of Public Utilities, Water Division (Tacoma Water). All pricing shall include the costs of proposal preparation, servicing of accounts, and all contractual requirements.

### **1. HAULING FREQUENCY**

Tacoma Water will typically give notice to Hauler at least 2 business days prior to hauling services being required; however, Hauler shall have sufficient resources to be capable of scheduling and making appropriate equipment and personnel available in as little as 24 hours after notice that a load must be hauled. Failure to meet agreed-upon pick up times may result in Tacoma Water utilizing the backup hauler contract. Tacoma Water, at its sole discretion, reserves the right to discontinue use or terminate the Hauler contract if ongoing delays continue.

Tacoma Water may require up to 4 loads to be hauled per day during atypical water quality events. If Hauler does not have sufficient resources available to keep up with hauling demand at any time, Tacoma Water reserves the right to utilize the backup hauler to haul the additional loads.

#### **A. Backup Hauler Scope of Services**

The Backup Hauler will be called upon if the Primary Hauler cannot meet the normal demands of the loads generated by the GRFF due to equipment downtime, staffing shortages or any other delays by the Primary Hauler. It is anticipated that the Backup Hauler may be needed to haul 24 trips/year to Tacoma Water's designated disposal site and approximately 4 trips/year to dispose of solids into the sludge storage basin. The number of trips per year by the Backup Hauler are subject to change and are dependent on circumstances. There is no guarantee of number of trips or timing of need for the services of the Backup Hauler.

Hauler is expected to do its best to anticipate and prepare for Tacoma Water's hauling needs. Hauler shall acknowledge the criticality of the service of hauling water filtration residual cake in order to ensure no interruptions to the water filtration process that is critical to providing safe drinking water to the public and shall make its best effort to ensure timely hauling services. Hauler shall be onsite to load solids within 2 business days or less of verbal notification by Tacoma Water.

### **2. SEASONAL OPERATIONAL CHANGES**

When the screw presses are not in operation, typically in the spring/summer months (June-Sept), Tacoma Water may transfer the process stream into the Sludge Storage Basin to dry.

After the solids have dried in the Sludge Storage Basin, Tacoma Water staff fill the containers with the material using a backhoe owned by Tacoma Water.



Tacoma Water will coordinate with the Hauler to pick up the filled containers of dried solids in the Sludge Storage Basin.

Hauler will drive into the Sludge Storage Basin adjacent to the solids handling building and return the empty containers to an appropriate location designated by Tacoma Water staff within the basin itself.

A detailed drawing and layout of the Sludge Storage Basin can be seen in Exhibit D (Appendix A). One to ten loads are expected to be hauled out of the Sludge Storage Basin per year.

In the event that the screw presses are not running optimally, Tacoma Water may also ask the hauler to dump the containers into the Sludge Storage Basin onsite, rather than drive them to a disposal site. One to ten loads are estimated to be disposed of in the Sludge Storage Basin per year.

Tacoma Water will typically schedule loads to be picked up Monday through Friday between 6:00 am and 6:00 pm, Pacific Time; however, atypical water quality events may require hauling outside of these normal business hours and days. Times for pickup of containers are flexible at the GRFF but are primarily driven by the disposal site's hours of operation. No overtime fees or surcharges will be paid to the Hauler; payments will be made according to the unit price per trip, even if hauling is performed outside of normal business hours. See the Section 7 Payment for more information.

Proposer shall base their proposal price on the estimated seasonal demands as follows:

May through October: roughly 2-4 loads/week

November through April: roughly 4-6 loads/week, with higher demand during rain storm events.

These rates are estimated to result in approximately 3000 tons/year.

### **3. CONTAINERS FOR HAULING**

Tacoma Water requires Proposer to provide their maximum Gross Vehicle Weight (GVW) rating and combined weight of their truck and trailer. Tacoma Water will monitor and fill the containers to a weight that will not exceed the hauler's maximum GVW. The truck and trailer shall be owned and maintained by the hauler.

Proposer may propose the use of their own containers as an alternate proposal for Tacoma Water's consideration. Proposer may include pricing for both options in their proposal. Tacoma Water reserves the right to contract for the option it deems most preferable. Additional information about the two options for containers is included in the following sections.

A). Utilization of Tacoma Water's 22-Cubic Yard (CY) Containers:

Tacoma Water owns six 22-CY containers available for the hauler to use given the hauler has the proper equipment to handle this type of container. A maximum weight of 20 tons of dewatered solids may be loaded into them. Detailed drawings of the 22-CY container can be seen in Exhibit A (Appendix A).

Hauler shall be responsible for loading the filled containers onto the trailer at the GRFF and for emptying the containers at the disposal site, and then immediately returning the empty containers to the GRFF. Hauler may coordinate with Tacoma Water to temporarily store one container owned by Tacoma Water at their facility after disposing of the material to eliminate the need for a return trip to the GRFF on the same day.

Hauler shall be liable for any damage to Tacoma Water containers while in transport, at the disposal site, and stored at their facility and shall not use the containers for any other purpose. Upon request from Tacoma Water, Hauler shall return the empty container within 1 business day, even if no hauling is scheduled. The Hauler must return the Tacoma Water-owned container upon the contract end date. Upon returning the empty container at the GRFF, Hauler shall place the container in the location behind the Mechanical Dewatering Building or onsite as directed by Tacoma Water staff.

B). Other Containers as Proposed

Proposer may propose to provide their own containers for Tacoma Water to fill with solids from the screw press. The proposed containers will need to fit within a loading bay, approximately 8-10 feet wide inside the 14-foot tall doorway. Additional details about the location of the container within the loading bay can be found in Exhibit B (Appendix A). Additional details about the site layout can be found in Exhibits C and D (Appendix A). Details can also be seen in person during the site visit.

When Hauler is called upon to pick up the next load of filled containers, Hauler will bring empty containers and exchange them for the filled containers at the GRFF. Upon returning the empty containers to the GRFF, Hauler shall replace the containers in the appropriate location onsite as directed by Tacoma Water.

Upon scheduling by Tacoma Water, the filled containers shall be picked up at the GRFF by the hauler and shall be hauled to and dumped at the disposal location. The empty containers shall then be returned to the GRFF by the hauler on the same day. The frequency of required hauling is estimated to be one to six loads per week, as dictated by water treatment operations throughout the duration of the contract.

Upon arrival at the GRFF, Hauler shall check in with the GRFF operator on duty and shall not commence connecting to or moving the container until instructed by the operator.

#### **4. DISPOSAL SITE**

Tacoma Water currently has a contract with Regional Disposal dba Republic Services for disposal at the transfer station located at 2733 3<sup>rd</sup> Ave S Seattle, WA 98134. Tacoma Water will maintain appropriate approvals with disposal location managers and will be responsible for payment.

Tacoma Water also has approval to dispose of solids at the Cedar Hills Regional Landfill located at 16645 228th Avenue SE, Maple Valley, WA 98038 as a backup to the Regional Disposal site.

With Tacoma Water approval, the hauler may dispose of solids at a certified disposal site owned or contracted by the hauler. Details about price per ton and location of the proposed alternate disposal must be included on the proposal cost worksheet.

If proposing to use an alternate disposal site other than the sites listed above, the following minimum criteria must be met:

- The disposal site shall be constructed to allow the entire operation to proceed in a safe and efficient manner, and to allow off-load of entire contents of each truck at one location, followed by quick exit from the facility. Access and exit must be via arterial streets with minimal or no interstate traffic.
- The proposed disposal site shall be categorized as a Subtitle D landfill and provide a list of any physical characteristics and or maximum allowable limits that would make the waste unacceptable due to the method of waste management. The list shall become a part of the Contract and shall only be changed with prior written consent of Purchasing.
- The proposed disposal site shall acknowledge receipt and weight of each load of material sent by City Department. Copies of each Receipt shall be sent to the City Department's designated representative for its records, along with an invoice. Each invoice shall include the City Department name and/or the City hauler name, truck name (or #), date, time of delivery, and total weight of accepted waste.
- Custody to the wastes shall immediately pass to the hauler at time of pick up from the City generating location.
- The City may visit and view all facilities and equipment used or proposed to be used in the performance of the Contract, including Contractor's facilities and those of any subcontractor. Such visits may occur at any time after submittal and prior to awarding the Contract, or during the Contract term.

Tacoma Water will present Hauler with a manifest for each load documenting its contents and its approval for acceptance at the disposal location. The hauler shall obtain a weight ticket or documentation of disposal at the disposal location for billing and invoicing purposes and shall return the ticket to Tacoma Water upon container return.

If the hauler decides to temporarily store a Tacoma Water-owned container at their facility, the hauler will immediately send (via email) the weight ticket information to Tacoma Water upon returning to their facility.

## **5. COMPLIANCE**

Hauler shall observe and comply with all ordinances, laws, requirements, and regulations of all units of government and governmental agencies having jurisdiction over any aspect of the handling and transporting of the material. Hauler shall protect and indemnify Tacoma Water, the City of Tacoma and any of their officers and agents against any claim or liability arising from or based on any violation of the same.

If Hauler has a concern about the integrity of the container and door seal of the containers, Hauler shall raise this concern and find a suitable solution with Tacoma Water staff prior to loading and transporting the load.

Hauler shall be responsible and liable for any damage to property and equipment owned by Tacoma Water during loading, hauling, and unloading, specifically, the roll-off container and its tarped cover, the surrounding asphalt area, and the building in which the container is being loaded.

## **6. SPILL RESPONSE**

Hauler shall be responsible and liable for cleaning up or remedying any accident or spill that occurs during loading of the container onto the trailer or during transportation. For any spills onsite at the GRFF, Hauler shall immediately notify onsite Tacoma Water personnel and begin cleanup. If Hauler has not initiated a response within four (4) hours, the spill may be cleaned up under the direction of Tacoma Water personnel with all costs – including first response and clean-up fees, fines or penalties that may be imposed by regulating authorities, and \$150.00 per hour for each hour that Tacoma Water personnel must be engaged in the clean-up process – reimbursed by Hauler. Hauler agrees to pay and/or authorize Tacoma Water to deduct from any sum due or to be due to Hauler such spill-related costs.

## **7. PAYMENT**

Payments to Hauler will be made regularly against invoices submitted by the hauler for loads hauled according to the rates furnished by Hauler as part of this proposal process. The total price charged to Tacoma Water shall be the product of the unit price per trip and the number of trips charged on that particular invoice. No other fees or surcharges (including fuel surcharges or any other surcharges) shall be billed to Tacoma Water.

Invoices shall be submitted by email or through the City of Tacoma's payment system. Upon contract award, Hauler shall obtain current contact information from Tacoma Water for submitting invoices.

Invoices shall include the unique identification number listed on the manifest for the load(s) hauled, the order number given by the hauler, the date and time that the load was picked up at the GRFF, and the contracted price.

NOTE: Incomplete invoicing will not be accepted; vendor will be required to correct and resubmit.

## Exhibit A

### Roll-off Container Details

20X51 ROUND BOTTOM  
CABLE HOOK UP BOTH ENDS

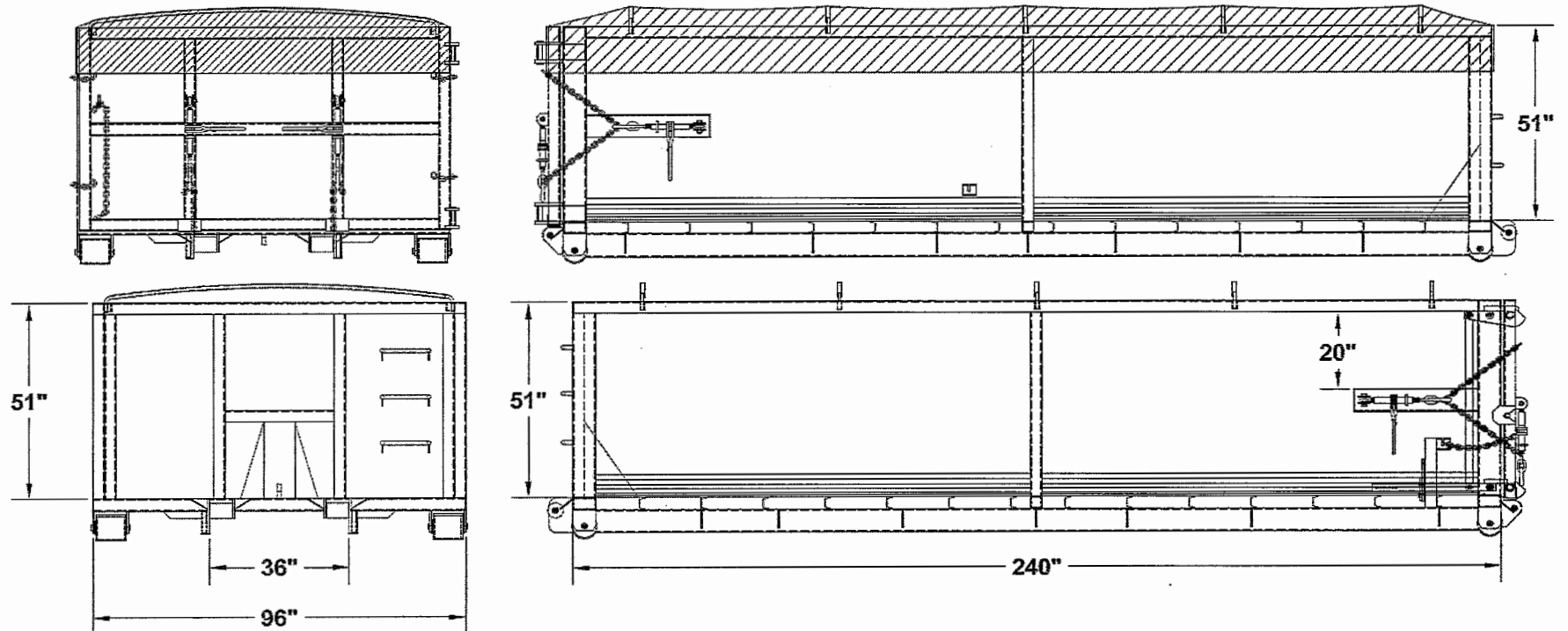
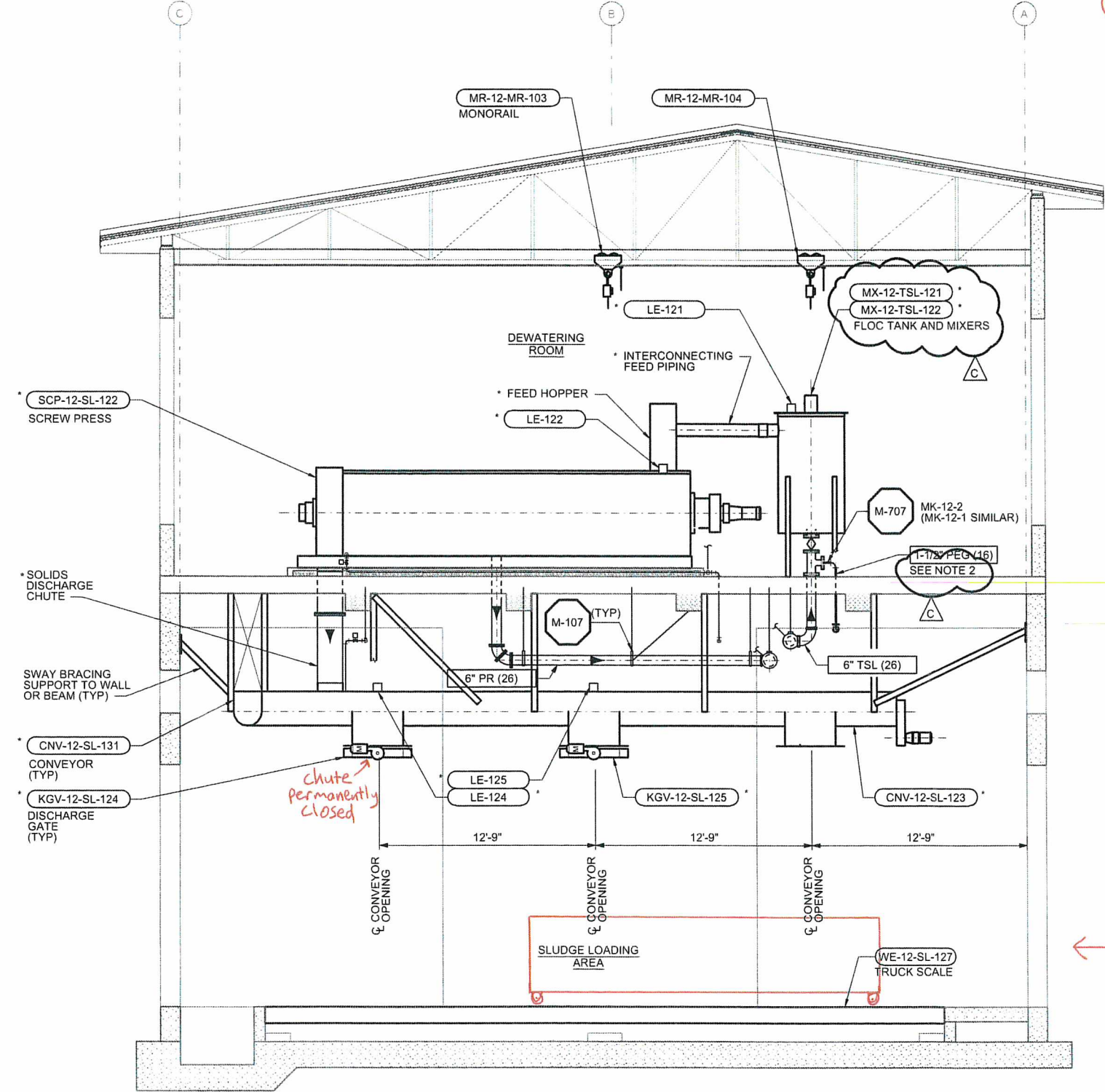


Exhibit B

Approximate location of roll-off container within bay (to scale)

GENERAL SHEET NOTES

- 1. ALL ITEMS MARKED WITH AN \* INDICATE EQUIPMENT TO BE SUPPLIED BY SCREW PRESS EQUIPMENT SUPPLIER
- 2. TWO 1-1/2" POLYMER LINES ARE REQUIRED PER FLOCCULATION TANK.



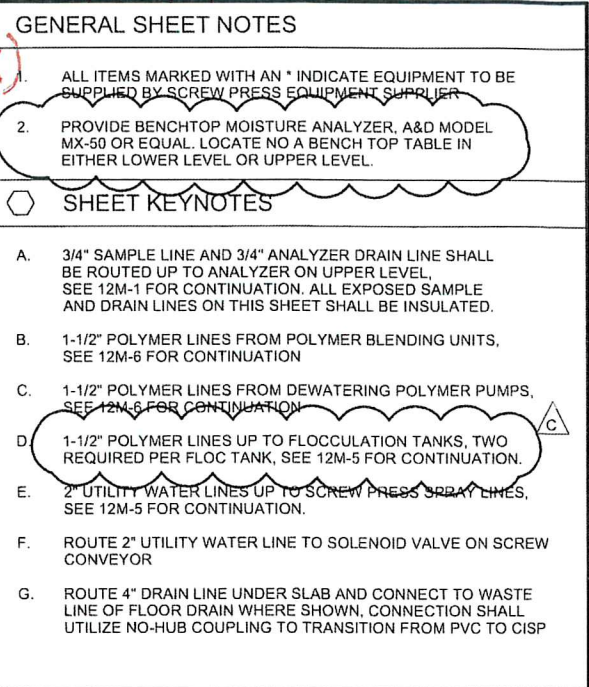
North

load/unload

SECTION	
A	12M-1
	12M-2



## SS\$FILENAME\$\$\$\$



6)

N  
EL

125

123  
120D

124

Ex.  
Conc.  
Pad

1/4" Diamond  
Plate Anchored  
to Ex. Conc.  
Floor (4x)

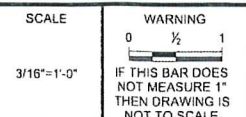
GREEN RIVER FILTRATION FACILITY  
MECHANICAL DEWATERING BUILDING  
MECHANICAL  
LOWER LEVEL PLAN

Tacoma Water Divg No.

12M-2

Job No. 1011760

C	8/15/2012	MWH	CONFORMED DOCUMENT - ADDENDUM NO. 1 & 2
REV#	DATE	BY	DESCRIPTION



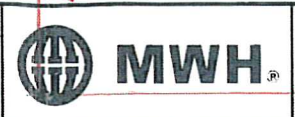
DESIGNED D WHITBECK/  
E PASCUA

DRAWN B SHIN

CHECKED C SENON

**CONFORMED DRAWING**

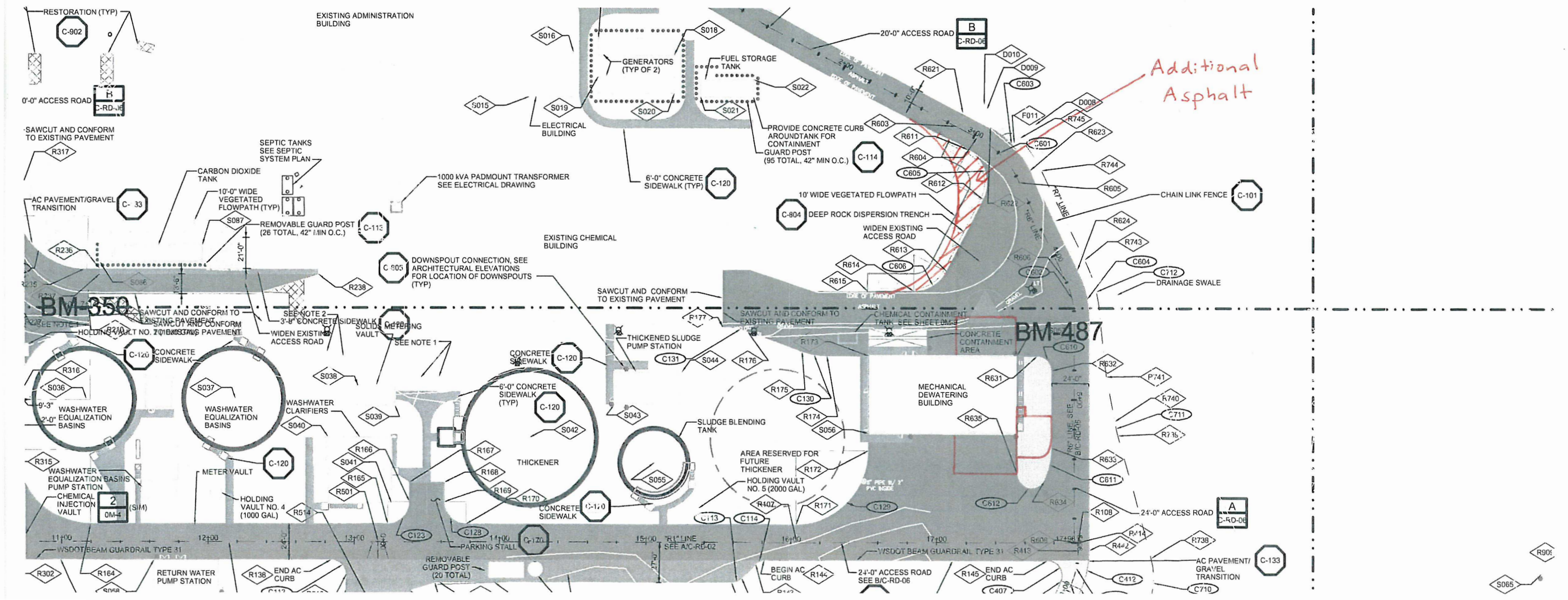
This drawing is a conformed drawing and is not a part of the contract documents. This drawing is provided as a courtesy to the contractor. In the event of a discrepancy between the conformed drawing and the contract documents, the contract documents shall govern.



<p>GREEN RIVER FILTRATION FACILITY</p> <p>MECHANICAL DEWATERING BUILDING</p> <p>MECHANICAL</p> <p>LOWER LEVEL PLAN</p>	<p>Tacoma Water Div No</p> <p>12M-2</p> <p>Job No. 1011760</p>
--	--



# Exhibit C





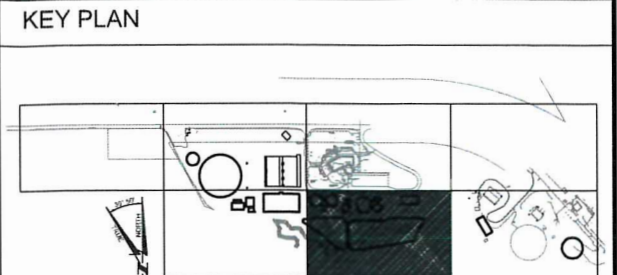


Exhibit D



## **APPENDIX B**

Signature Page

Price Proposal Form

Proposal Questionnaire

## SIGNATURE PAGE

### **CITY OF TACOMA TACOMA WATER**

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

#### **REQUEST FOR PROPOSALS SPECIFICATION NO. TW23-0053F WATER TREATMENT RESIDUAL CAKE HAULING**

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

### 10.1 Overall Price - 40 points

Information provided by the proposer for line items 1-6 shall be the basis for evaluating the overall price per ton. The value shall include all fees, trucking costs, fuel, overhead, etc. for performing the work. Proposers are not required to respond to every line item and should strikethrough any line item number they do not want to be evaluated on.

The proposer with the lowest overall price per ton for line items 1-6 will be awarded maximum points for this section. The overall per ton price for Tacoma Water will be calculated as follows:

$$\text{Overall Price (\$ per ton)} = (\$ \text{ Cost per Trip}) / (\text{Est. Tons per Trip}) + (\text{Disposal Cost per Ton})$$

Item	Description	Cost per Trip	Est. Tons per Trip	Disposal Cost per Ton
1	Hauler cost per round trip to Republic Services Transfer Station, 2733 3rd Ave S, Seattle, WA 98134 using Tacoma Water containers	\$_____/trip	15/trip	\$63/ton
2	Hauler cost per round trip to Republic Services Transfer Station, 2733 3rd Ave S, Seattle, WA 98134 using proposed alternate containers	\$_____/trip	_____/trip*	\$63/ton
3	Hauler cost per round trip to Cedar Hills Regional Landfill, 16645 228th Avenue SE, Maple Valley, WA 98038 using Tacoma Water containers	\$_____/trip	15/trip	\$191.66/ton
4	Hauler cost per round trip to Cedar Hills Regional Landfill, 16645 228th Avenue SE, Maple Valley, WA 98038 using proposed alternate containers	\$_____/trip	_____/trip*	\$191.66/ton
5	Hauler cost per round trip to proposed alternate location using Tacoma Water containers	\$_____/trip	15/trip	\$_____/ton
6	Hauler cost per round trip to proposed alternate location using proposed alternate containers	\$_____/trip	_____/trip*	\$_____/ton

**\*Tons per trip for this line item will be standardized for evaluation purposes between maximum alternate container volume and Tacoma Water's container volume and average tons per trip ([15 tons per trip] \* [Alternate container maximum volume, XX Cu. Yds.] / [22 Cu. Yds.]).**

Item	Description	Cost per Trip
7	Hauler cost per trip to dispose of solids into the sludge storage basin as requested by Tacoma Water treatment staff	\$_____/trip
8	Hauler cost per trip to dispose of solids into the sludge storage basin as requested by Tacoma Water treatment staff using proposed alternate containers	\$_____/trip

## **PROPOSAL QUESTIONNAIRE**

Please provide brief responses (1 to 2 paragraphs) to the following questions. Responses may be provided in the spaces below or in numbered order on separate pages.

### **10.2 Proposal to Provide Services – 30 points**

Describe how Proposer will complete the work as described in more detail in the Technical Specifications (Appendix A). If proposing alternative options, provide all necessary details for Tacoma Water to understand the proposal, including what containers will be used, what disposal site will be used, and adherence to compliance and spill response requirements as outlined in the Technical Specifications in Appendix A.

### **10.3 Qualifications and Experience – 10 points**

Describe Proposer's qualifications and experience with hauling water treatment residuals or similar materials. Include examples of similar jobs with references to individuals familiar with proposer's services. Provide at least 3 references.

*Reference 1*

Business Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Approximate Dates of Contract: \_\_\_\_\_

*Reference 2*

Business Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Approximate Dates of Contract: \_\_\_\_\_

*Reference 3*

Business Name: \_\_\_\_\_

Contact Name and Title: \_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Contact Email Address: \_\_\_\_\_

Approximate Dates of Contract: \_\_\_\_\_

**10.4 Availability/Flexibility of Resources – 15 points**

Describe how Proposer's availability and flexibility of resources (# of staff available to haul, equipment available for hauling, etc.) satisfy the scope of services and deliverables. Information required includes, but is not limited to the following:

- Number of trucks/trailers available to perform hauling services (Include max GVW and combined weight of truck and trailer)
- Number of containers available to be filled by Tacoma Water (if not using Tacoma Water's containers)
- Number of CDL licensed staff available to operate hauling equipment
- Alternate disposal site (if applicable)
- Days and hours of operation available to perform hauling services for Tacoma Water
- Other benefits proposed that Tacoma Water should take into consideration



Number of trucks/trailers available to perform hauling services:

---

Max GVW (tons):

---

Combined Weight of Truck and Trailer (tons):

---

Number of CDL licensed staff available to operate hauling equipment:

---

Name and address of alternative disposal site (if applicable):

---

Testing requirements for solids disposed at the alternative disposal site (if applicable):

---

Number of containers available if the proposer is proposing to use alternative containers. Include details about the size (maximum capacity in tons), loading style (cable, hook or other), number of containers available to leave onsite for Tacoma Water to use, and provide cut sheets and/or pictures:

---

Days and hours of operation available to perform hauling services for Tacoma Water:

---

Other benefits proposed that Tacoma Water should take into consideration:

---

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

Proposed teams with certified [Washington State Office of Minority & Women's Business Enterprises](#) will receive five points, these include the following categories:

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

## **APPENDIX C**

### **Sample Contract**

#### **City of Tacoma Insurance Requirements**

#### **Intent & Affidavit Information for On-Call Contracts**

## SERVICES CONTRACT

Click here for the [Contract Questionnaire Popup Quick Reference](#)

Start Questionnaire

Finalize Document

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

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

### 1. Scope of Services

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

2.

### 3. Changes to Scope of Work

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

4.

### 5. Term

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

6.

### 7. Delay

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

## **8. Compensation**

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

## **9. Prevailing Wages**

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

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

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

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

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

#### **11. Payment**

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

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

#### **12. Payment Method**

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City, in its sole discretion, will determine the method of payment for this Contract.

#### **13. Independent Contractor Status**

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

#### **14. Services Warranty**

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

15.

#### **16. Contract Administration**

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

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

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

18.

19.

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

## 20. Notices

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

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

## 21. Termination

- A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY's own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.
- B. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

- C. In the event of material default or breach by CONTRACTOR of any of the terms or conditions of the Contract, CITY may, at its election, procure services and deliverables under this CONTRACT from other sources, and may deduct from the unpaid balance due CONTRACTOR, or collect against the bond or security (if any), or may invoice and recover from CONTRACTOR all costs paid in excess of the price(s) set forth in the Contract.
- D. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **22. Suspension**

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

## **23. Federal Funds**

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

## **24. Taxes**

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

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



## **25. Licenses and Permits**

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

## **26. Indemnification**

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

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

## **27. Title 51 Waiver**

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

## **28. Insurance**

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

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

## **29. Nondiscrimination**

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

## **30. Conflict of Interest**

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

**31.**

## **32. Public Disclosure**

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

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

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

**34.**

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

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

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

### **36. Dispute Resolution**

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

### **37. Miscellaneous Provisions**

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

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

#### **Assignment**

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

#### **No Third Party Beneficiaries**

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

#### **Waiver**

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

#### **Severability and Survival**

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

#### **Entire Agreement**

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

#### **Modification**

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

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF TACOMA:  
Signature:

CONTRACTOR:  
Signature:

Name:

Name:

Title:

Title:

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

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

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

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

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

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

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

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

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

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

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

**APPENDIX A**  
**FEDERAL FUNDING**

**1. COPELAND ANTI-KICKBACK ACT**

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

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

**2. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

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

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

for all hours worked in excess of forty hours in such workweek.

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

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

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

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

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

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or



regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

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

## **6. DEBARMENT AND SUSPENSION**

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

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

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

## **8. PROCUREMENT OF RECOVERED MATERIALS**

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

## **APPENDIX A-1**

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

Supplier 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.

Supplier, by Contract signature, 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.



# 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.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage 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.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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## 2. SUBCONTRACTORS

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.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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## 3.6 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

## 3.7 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

## 3.8 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.

## INTENT & AFFIDAVIT INFORMATION FOR ON-CALL CONTRACTS

- A. One Intent to Pay Prevailing Wages (Intents) and a corresponding approved Affidavit of Wages Paid (Affidavits) are to be filed for each 12 month (one year) period of the contract performance for the Contractor and all subcontractors of any tier. Intents for the Contractor and all subcontractors shall be filed prior to any payment for work performed following contract execution. Following the first 12 month period, Affidavits must be received prior to final payment for work performed during the first 12 month period. New Intents shall be filed prior to any payment for work performed during the second 12 month period for the Contractor and all subcontractors. Affidavits from the Contractor and all subcontractors must be received from Washington State's Department of Labor and Industries (L&I).
- B. Immediately following the end of all work completed under this Contract, the Contractor, and each subcontractor of any tier, shall file an approved Affidavit of Wages Paid with the L&I.
- C. The Contractor shall post in a location readily visible to works at the Project site (1) a copy of the Intent approved by the Industrial Statistician at L&I and (2) the address and telephone number of the Industrial Statistician at L&I to whom a complaint or inquiry concerning prevailing wages may be directed.
- D. If a State of Washington prevailing wage rate conflicts with another applicable wage rate (such as Davis-Bacon Ace wage rate) for the same labor classification, the higher of the two shall govern.
- E. Pursuant to RCW 39.12.060, if any dispute arises concerning the appropriate prevailing wage rate for work of a similar nature, and the dispute cannot be adjusted by the parties of interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the Department of Labor and Industries, and his or her decision shall be final, conclusive and binding on all parties involved in the dispute.
- F. The Contractor shall defend (at the Contractor's sole costs, with legal counsel approved by the City of Tacoma), indemnify and hold the City harmless from all liabilities, obligations, claims, demands, damages, disbursements, lawsuits, losses, fines, penalties, costs and expenses, whether direct, indirect, including but not limited to attorneys' fees and consultants' fees and other costs and expenses, from any violation or alleged violation by the Contractor or any subcontractor of any tier of RCW 39.12 ("Prevailing Wages on Public Works") or Chapter 51 RCW ("Industrial Insurance"), including but not limited to RCW 51.12.050.