



City of Tacoma, WA

ENVIRONMENTAL SERVICES DEPARTMENT

REQUEST FOR BIDS

**METAL CONTAINERS AND EQUIPMENT
SANDBLAST AND PAINT SERVICES**

SPECIFICATION NO. ES22-0209N



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

REQUEST FOR BIDS ES22-0209N

Metal Containers and Equipment Sandblast and Paint Services

Submittal Deadline: 11:00 a.m., Pacific Time, Wednesday, March 1, 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, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening: 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.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

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

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

Project Scope: The City of Tacoma, Environmental Services Department, Solid Waste Management Division is soliciting bids from qualified vendor(s) to provide off-site sandblasting and painting services for metal containers and other equipment as requested per the enclosed specifications.

Estimate: \$250,000.00, plus applicable taxes

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

Title VI Information:

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

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

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




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

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SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Bids page.

<p>The following items make up your complete electronic submittal package (include all the items below):</p>	
<p>Signature Page (Appendix B) <i>To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</i></p>	
<p>Price Proposal Form (Appendix B) <i>The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</i></p>	
<p>Record of Prior Contracts (Appendix B) <i>Failure to provide information for (3) prior contracts will result in a non-responsive bid.</i></p>	
<p>Certification of Compliance with Wage Payment Statutes (Appendix B) <i>Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).</i></p>	
<p>ESMS Contractor Acknowledgment and Agreement Form (Appendix B) <i>Bidder shall complete this form in its entirety to ensure compliance with the Solid Waste Management Divisions' Environmental and Sustainability Management System (ESMS).</i></p>	
<p>After award, the following documents will be executed:</p>	
<p>City of Tacoma Contract (See sample in Appendix C) <i>Must be executed by the successful bidder.</i></p>	
<p>Certificate of Insurance and Related Endorsements (Appendix D) <i>Shall be submitted with all required endorsements.</i></p>	

1. MINIMUM REQUIREMENTS

A successful Contractor must have held at least three (3) contracts, in the last three (3) years, hauling, sandblasting and painting similar metal surfaces. The Contractor must have an approved environmentally sound commercial sandblasting and paint facility with the proper equipment, personnel and supplies to complete this service. All materials used to complete work under this contract must be in compliance with all applicable County, State and Federal regulations.

All sandblasting and painting services must be performed at an off-site facility that is located within a seventy-five (75) mile drive of the City of Tacoma, Solid Waste Management (SWM), Recovery and Transfer Center (RTC) located at 3510 S. Mullen Street, Tacoma, WA 98409-2200. The City will be the sole judge of the vendor's ability to meet these requirements.

2. STANDARD TERMS AND CONDITIONS

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

3. 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 (See Appendix D).

4. DESCRIPTION OF WORK

The City of Tacoma (City) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for off-site sandblasting and painting services for metal containers and other equipment as requested per the enclosed technical specification (See Appendix A). Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

5. ANTICIPATED CONTRACT TERM

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

6. CALENDAR OF EVENTS

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

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

Question Deadline:	2/15/2023
City response to Questions:	2/21/2023
Submittal Due Date:	3/1/2023
Anticipated Award Date, on or about:	3/7/2023

7. INQUIRIES

- 7.1** Questions can be submitted to Dawn DeJarlais, Senior Buyer, via email to ddejarlais@cityoftacoma.org. Subject line to read:
ES22-0209N Metal Containers and Equipment Sandblast and Paint Services – *VENDOR NAME*
- 7.2** Questions are due by 3 pm on the date included in the Calendar of Events section.
- 7.3** Questions marked confidential will not be answered or included.
- 7.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 7.5** The answers are not typically considered an addendum.
- 7.6** The City will not be responsible for unsuccessful submittal of questions.
- 7.7** Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

8. PRE-BID MEETING

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

9. DISCLAIMER

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

10. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's.

11. AWARD

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

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

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

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

12. CONTRACT PRICE

The price shall be full and complete compensation for the contract work stated, including materials, equipment, tools, labor, transportation, and costs to the Contractor for completing the contract in accordance with the specification and instructions of the project lead.

All work not specifically described or mentioned in these specifications but are required to be constructed to achieve complete project per these specifications shall be considered incidental items of work, not separately compensable, and its price included in items of work specified in the specifications.

13. CONTRACT QUANTITIES

The City has the right to increase or decrease services under this contract and pay according to the unit process quoted in the proposal. The quantities shown are estimates only and not a guarantee of any particular dollar or unit volume.

14. PRICE INCREASE/DECREASE

The City will consider price adjustments for each contract term, under the following conditions, when unforeseen material cost increases or federally mandated parts or equipment, adds cost to the service.

- A. The City will consider price adjustments for each contract term, under the following conditions, when unforeseen material cost increases or federally mandated parts or equipment, adds cost to the service.

- B. Increase requests may be evaluated against various market conditions, including but not limited to, Consumer Price Index, for Seattle – Tacoma - Bellevue, All Items 1982-84+100 for the comparable period, state/federal regulations affecting production costs of the materials, volatile commodity market conditions or minimum wage adjustments.
- C. Vendor will be required to submit written proposal price increase sixty (60) days prior to end of contract period.
- D. Any proposed increase in price to contract line items must be beyond the control of the vendor and supported by written documentation for the manufacturer, indicating new higher/lower cost adjustments in effect.
- E. Prices will be adjusted only to the amount of cost increase to the vendor.
- F. No adjustments will be made for vendor profit margin.
- G. The City reserves the right to accept or reject all such increases.
- H. The City is entitled to any promotional pricing during the contract period which is lower than our standard pricing as provided in the bid.
- I. Price increase may be passed on if increase is due to Federally mandated regulations.

15. PICKUP AND DELIVERY

All containers and equipment will be picked up and delivered to City of Tacoma, Solid Waste Management, Recovery and Transfer Center, 3510 S. Mullen Street, Tacoma, WA 98409-2200.

Each Contractor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates are based on the submitted timeline. In the event a purchase order delivery date is not met, the City reserves the right to purchase services elsewhere if they are in a time constraint. The City may terminate the contract if constant late deliveries occur.

Hours of operation shall be Monday through Friday, 8:00 a.m. to 2:00 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City. All arrangements for pickup and delivery of containers and other equipment shall be made with the designated Solid Waste Route Supervisor or their designee.

The containers and/or equipment shall be the responsibility of the Contractor once it leaves the City's facilities and the Contractor will continue to be responsible for the containers and/or equipment until it returns to the City's facilities.

16. LIQUIDATED DAMAGES

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

The Contractor agrees to pay a late delivery assessment for any delay in delivery exceeding ten (10) working days beyond the required delivery date indicated in the specifications and shown on the proposal sheet in the amount of \$100 USD per working day (Monday through Friday,

excluding legal holidays). Any such late delivery assessments may be deducted from the invoice, except for delays which are out of the Contractor's or manufacturer's reasonable control, or due to act of God, fire, strikes, epidemics, war, riot, unavoidable delay in transportation or rail car/transport shortages, or documented unavoidable material shortages, provided the City is notified in writing by the Contractor of such pending or actual delay and the reasons therefore. If deemed excusable, the City shall authorize an extension of time. In the event of such an excusable delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay. Any damage assessment or extensions of time are to be authorized by written purchase order changes issued by the City of Tacoma.

17. WARRANTY

Labor: Minimum four (4) year warranty.

Contractor shall arrive on-site at the 3510 S. Mullen Street, Tacoma, WA 98409-2200 within seventy-two (72) hours of notification for all warranty repairs during normal work hours of 8:00 a.m. to 2:00 p.m., Monday through Friday, excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City. Repairs shall include free pick-up and delivery. Warranty repairs must be completed and returned within forty-eight (48) hours of pick-up.

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

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

18. INSPECTION

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

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

19. COMPLIANCE WITH SPECIFICATION

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

20. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for

which intended. Material shall be manufactured in accordance with the best commercial practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

21. 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

22. LEAP REQUIREMENTS

This project has no LEAP requirements; however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

23. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the Washington State Office of Minority and Women's Business Enterprise to participate in City contracting opportunities. See TMC 1.07 Equity in Contracting Policy at the City's Equity in Contracting Program website.

APPENDIX A – Technical Specifications

Technical Specifications

Technical Specifications

The containers to be painted and/or sandblasted are used by the City of Tacoma, Environmental Services Department, Solid Waste Management Division to hold and transport recyclable materials and refuse to and from the Solid Waste Management (SWM) Recovery and Transfer Center (RTC).

There may be a need for other equipment to be painted and/or sandblasted including, but not limited to, SWM RTC operations' tools and equipment.

Types of Metal Containers

- Metal Refuse Container, Fork Box
 - Capacity: 2 Cubic Yards; Dimensions: 72-in. width x 45-in. height x 34-in. depth
 - Capacity: 3 Cubic Yards; Dimensions: 72-in. width x 48-in. height x 43-in. depth
 - Capacity: 4 Cubic Yards; Dimensions: 72-in. width x 56-in. height x 51-in. depth
 - Capacity: 6 Cubic Yards; Dimensions: 72-in. width x 45-in. height x 34-in. depth
 - Capacity: 8 Cubic Yards; Dimensions: 72-in. width x 45-in. height x 34-in. depth

- Metal Recycle Container, Fork Box
 - Capacity: 4 Cubic Yards; Dimensions: 72-in. width x 57-in. height x 45-in. depth
 - Capacity: 6 Cubic Yards; Dimensions: 72-in. width x 70-in. height x 54-in. depth
 - Capacity: 8 Cubic Yards; Dimensions: 72-in. width x 70-in. height x 70-in. depth

- Metal Recycle Container, Rear-Load
 - Capacity: 2 Cubic Yards; Dimensions: 64.75-in. width x 40.50-in. height x 40-in. depth

- Metal Refuse/Recycle Roll-Off Container, Rear Load
 - Capacity: 10 Cubic Yards; Dimensions: 12 ft. length x 8 ft. width x 4.5 ft. height
 - Capacity: 15 Cubic Yards; Dimensions: 16 ft. length x 8 ft. width x 4.5 ft. height
 - Capacity: 20 Cubic Yards; Dimensions: 16 ft. length x 8 ft. width x 6.5 ft. height
 - Capacity: 25 Cubic Yards; Dimensions: 18 ft. length x 8 ft. width x 6.5 ft. height
 - Capacity: 30 Cubic Yards; Dimensions: 18 ft. length x 8 ft. width x 7.5 ft. height
 - Capacity: 40 Cubic Yards; Dimensions: 20 ft. length x 8 ft. width x 8.5 ft. height

- Metal Recycle Center Compactor Roll-Off, Rear Load
 - Capacity: 30 Cubic Yards; Dimensions: 17 ft. length x 8 ft. width x 9 ft. height
 - Capacity: 40 Cubic Yards; Dimensions: 23 ft. length x 8 ft. width x 9 ft. height

Pickup, Service and Delivery Lead Times

The City estimates routine sandblasting and painting needs throughout the life of the anticipated contract of approximately four (4) containers per month.

The Contractor must be able to pick up metal containers and/or equipment within five (5) business days of request. The requested services and the return of the metal containers and/or

equipment shall be made within seven (7)-business days post pickup. It is expected that the Contractor will be able to load and unload the containers independently. All arrangements for pickup and delivery of containers and other equipment shall be made with the designated Solid Waste Route Supervisor or their designee.

Sandblasting and Painting Specifications

Below are the specifications to which all sandblasting and painting services must meet:

- Sandblasting of all equipment shall be done following the "Commercial SSPC-SP6" (Steel Structures Painting Council) method.
- Contractor shall be able to sandblast off all stick-on decals and tape.
- Contractor shall prime all equipment using two (2) part epoxy primer mil level 1 - 1/2 to 2 mils thickness and paint all five (5) exterior surfaces including the top, front, back, left and right sides of the container in either Calzona Green or Allied Blue as directed by authorized City staff. Finish coat will be industrial acrylic urethane of 2 - 2 1/2 mils thickness.
- Serial numbers and container size will be stenciled front and rear as well as left and right sides of container. Decals may be substituted if mutually agreed upon.
- City of Tacoma signage will be removed from both sides of all roll-off boxes and reinstalled in the same location(s).

All work to be performed will be in a good, competent, and skillful manner, and the work the Contractor will perform shall be consistent with industry standards in this geographical location for commercial painted finishes of the type utilized.

APPENDIX B – Submittal Documents

Signature Page Price Proposal Form

Record of Prior Contracts

Certification of Compliance With Wage Payment Statutes

ESMS Contractor Acknowledgement and Agreement Form

SIGNATURE PAGE

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

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

**Request for Bids Specification No. ES22-0209N
Metal Containers and Equipment Sandblast and Paint Services**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Price Proposal Form

Request for Bids Specification ES22-0209N Metal Containers and Equipment Sandblast and Paint Services

The quoted price per container/equipment shall be all inclusive including costs for all labor, materials, equipment, freight and overhead to provide the service requested. Quote prices shall include pickup and delivery and be FOB Destination Freight Prepaid and Allowed to 3510 S. Mullen Street, Tacoma, WA 98409-2200 and must remain firm throughout the initial contract term. At no point will surcharges of any kind be permitted. The quantities shown are estimates only and not a guarantee of any particular dollar or unit volume.

Vendor: _____

Item	Description	Qty	Unit Price	Total Cost
1	Metal Refuse Container, Fork Box – 2 yd.	2 Each	\$	\$
2	Metal Refuse Container, Fork Box – 3 yd.	2 Each	\$	\$
3	Metal Refuse Container, Fork Box – 4 yd.	2 Each	\$	\$
4	Metal Refuse Container, Fork Box – 6 yd.	2 Each	\$	\$
5	Metal Refuse Container, Fork Box – 8 yd.	2 Each	\$	\$
6	Metal Recycle Container, Fork Box – 4 yd.	2 Each	\$	\$
7	Metal Recycle Container, Fork Box – 6 yd.	2 Each	\$	\$
8	Metal Recycle Container, Fork Box – 8 yd.	2 Each	\$	\$
9	Metal Recycle Container, Rear Load – 2 yd.	2 Each	\$	\$
10	Metal Roll-Off Container, Rear Load – 10 yd.	10 Each	\$	\$
11	Metal Roll-Off Container, Rear Load – 15 yd.	10 Each	\$	\$
12	Metal Roll-Off Container, Rear Load – 20 yd.	10 Each	\$	\$
13	Metal Roll-Off Container, Rear Load – 25 yd.	10 Each	\$	\$
14	Metal Roll-Off Container, Rear Load – 30 yd.	10 Each	\$	\$
15	Metal Roll-Off Container, Rear Load – 40 yd.	10 Each	\$	\$
16	Metal Roll-Off Compactor, Rear Load – 30 yd.	1 Each	\$	\$
17	Metal Roll-Off Compactor, Rear Load – 40 yd.	1 Each	\$	\$
18	Miscellaneous Equipment	100 Hours	\$	\$
			Subtotal:	\$
			Sales Tax, WATAC2717 - 10.3%:	\$
			Total:	\$

Prompt Payment Discount of _____%, _____ days, net 30.

Note: Discount period of twenty (20) calendars days or more will be considered in determining lowest responsible bid.

Items will be picked up within 3-business days: Yes No

Item will be serviced and returned within 7-business days: Yes No

Address for off-site facility where all sandblasting and painting will be performed:

Prices per container/equipment quotes below will not be used to evaluate lowest bid, however, the City wants include pricing in the contract to allow for the City to drop off and pickup containers and equipment if needed. The quoted price per container/equipment shall be all inclusive including costs for all labor, materials, equipment, and overhead to provide the service requested.

Item	Description	Unit Price
1	Metal Refuse Container, Fork Box – 2 yd. - Pickup	\$
2	Metal Refuse Container, Fork Box – 3 yd. - Pickup	\$
3	Metal Refuse Container, Fork Box – 4 yd. - Pickup	\$
4	Metal Refuse Container, Fork Box – 6 yd. - Pickup	\$
5	Metal Refuse Container, Fork Box – 8 yd. - Pickup	\$
6	Metal Recycle Container, Fork Box – 4 yd. - Pickup	\$
7	Metal Recycle Container, Fork Box – 6 yd. - Pickup	\$
8	Metal Recycle Container, Fork Box – 8 yd. - Pickup	\$
9	Metal Recycle Container, Rear Load – 2 yd. - Pickup	\$
10	Metal Roll-Off Container, Rear Load – 10 yd. - Pickup	\$
11	Metal Roll-Off Container, Rear Load – 15 yd. - Pickup	\$
12	Metal Roll-Off Container, Rear Load – 20 yd. - Pickup	\$
13	Metal Roll-Off Container, Rear Load – 25 yd. - Pickup	\$
14	Metal Roll-Off Container, Rear Load – 30 yd. - Pickup	\$
15	Metal Roll-Off Container, Rear Load – 40 yd. - Pickup	\$
16	Metal Roll-Off Compactor, Rear Load – 30 yd. - Pickup	\$
17	Metal Roll-Off Compactor, Rear Load – 40 yd. - Pickup	\$
18	Miscellaneous Equipment <i>per hour</i>	\$

Record of Prior Contracts

Request for Bids Specification ES22-0209N Metal Containers and Equipment Sandblast and Paint Services

Only bidders and manufacturers experienced in this type of work and with a record of completing jobs of similar scope over the last three (3) years will be considered. Each bidder shall complete the Record of Prior Contracts sheet as required in the proposal section. A minimum of three (3) references within the past three (3) years is required.

Prior Contract #1

Contract Start:	Contract End:
Contract Number:	Contract Value:
Contracting Agency:	
Reference Name/Title:	
Reference Phone:	Reference Email:

Prior Contract #2

Contract Start:	Contract End:
Contract Number:	Contract Value:
Contracting Agency:	
Reference Name/Title:	
Reference Phone:	Reference Email:

Prior Contract #3

Contract Start:	Contract End:
Contract Number:	Contract Value:
Contracting Agency:	
Reference Name/Title:	
Reference Phone:	Reference Email:



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date February 3, 2023, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

State of Incorporation, or if not a corporation, the state where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Environmental and Sustainability Management System (ESMS) Contractor Acknowledgement and Agreement Form

The City of Tacoma, Environmental Services Department, Solid Waste Management Division (“SWM”), operates under an ISO 14001 Environmental and Sustainability Management System (“ESMS”). An ESMS is a process with procedures that will allow the SWM to operate legally, safely, and efficiently while reducing the environmental impacts of our activities. All contractors and vendors are required to comply with the ESMS and Environmental Policy published on the other side of this document. As part of the ESMS the SWM has identified the following four (4) Significant Environmental Aspects:

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

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

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

General Safety Rules

- **Restricted Access:** Contractors and vendors shall stay within the designated areas.
- **Smoking:** Smoking is prohibited in the building and within 25 feet of windows and doors
- **Eye and Hearing Protection:** Eye and Hearing protection is required in designated areas. Designated hearing protection areas are marked with appropriate signs.
- **Accidents, Near Misses, and First Aid:** Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to a City employee.
- **Drugs and Alcohol:** Alcohol and illicit drugs are prohibited on City property.
- **Guns:** Contractors are prohibited from carrying guns on City property.
- **Emergency Procedures:** Follow directions announced over Public Address system or from SWM employees. To report a fire or emergency, contact any SWM employee.
- **Vehicle Safety:** Be aware and cautious of vehicle and pedestrian traffic.

Contractor Requirements

Contractors are expected to understand and comply with all federal, state and local safety regulations and work practices applicable to the activities they perform. These include, but are not limited to:

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

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

Company Name: _____

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

Contractor Acknowledgment

Primary Company Contact:	
Title:	
Phone:	Fax:
Email:	

Alternate Company Contact:	
Title:	
Phone:	Fax:
Email:	

Signature

Date

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

For City of Tacoma Use Only

Project Lead Signature

Date

APPENDIX C – Sample Documents

Sample Contract

CONTRACT

Resolution No.
Contract No.

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

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

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

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

II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.

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

1. Contract, inclusive of Appendices A and B.
2. List remaining Contract Documents in applicable controlling order.

IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx

V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.

VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.

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

VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

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

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

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

CITY OF TACOMA:

CONTRACTOR:

Signature:

Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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

APPENDIX D – Requirements

City of Tacoma Insurance Requirements

Prevailing Wage Information



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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 Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@cityoftacoma.org.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 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.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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 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.

3.6 Employee Theft Insurance

Contractor shall maintain Employee Theft or Employee Dishonesty Insurance policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall include the City of Tacoma as Loss Payee.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

3.9 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.

Prevailing Wage Information

Prevailing Wage Rates

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 Pierce 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/>

Required Filings

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 City. 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.

Information for On-Call Contracts

One Intent to Pay Prevailing Wages 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) per Article 6 of the General Conditions.

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.

The Contractor shall post in a location readily visible to works at the Project site (1) a copy of the Statement of Intent to Pay Prevailing Wages approved by the Industrial Statistician of the Department of Labor and Industries and (2) the address and telephone number of the Industrial Statistician of the Department of labor and Industries to whom a complaint or inquiry concerning prevailing wages may be directed.

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.

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 in 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 and conclusive and binding on all parties involved in the dispute.

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.