



City of Tacoma, WA

ENVIRONMENTAL SERVICES

REQUEST FOR BIDS

DAFT DRY POLYMER FOR WASTEWATER TREATMENT

SPECIFICATION NO. ES22-0360N



City of Tacoma
ENVIRONMENTAL SERVICES

REQUEST FOR BIDS ES22-0360N
DAFT DRY POLYMER FOR WASTEWATER TREATMENT

Submittal Deadline: 11:00 a.m., Pacific Time, Friday, April 14, 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: 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 (City), Department of Environmental Services is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's need for DAFT Polymer on as as-needed basis

Estimate: \$425,000

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.

Federal Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Aaron Bratton, Buyer by email to ABratton@CityofTacoma.org.

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




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

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SUBMITTAL CHECK LIST

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

The following items make up your submittal package:	
One electronic copy of your complete submittal package	
Signature Page (Appendix A)	
Price Proposal (Appendix A)	
DAFT Polymer Trial Data Sheet (Appendix A)	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

1. OVERVIEW AND PURPOSE

The City of Tacoma (City), Department of Environmental Services is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for dissolved air flotation thickeners (DAFT) Polymer on an as-needed basis for up to five years.

The preference is to award a single contract. However, the City reserves the right to split the award, reduce the award, or make no award, if it is in the City's best interest.

This product is used by the Central Wastewater Treatment Plant located at 2201 Portland Avenue, Tacoma, WA 98421-2711. The estimated annual usage is 34,000 lbs. This is an estimated quantity only and does not guarantee a specific volume or dollar amount.

2. 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:

Posting Date:	2/15/2023
Jar Test RSVP	2/22/2023
Question Deadline:	2/23/2023
Conduct Jar Tests	2/27/2023 – 3/10/2023
City response to Questions:	3/2/2023
DAFT Test RSVP	3/15/2023
Conduct DAFT Test	3/20/2023 – 3/31/2023
Submittal Due Date:	4/14/2023
Anticipated Award Date, on or about:	4/21/2023

3. INQUIRIES

- 3.1 Questions should be submitted to Aaron Bratton via email to ABratton@cityoftacoma.org. Subject line to read: Spec Number – Spec Title – VENDOR NAME.
- 3.2 Questions must be received by 3 pm on the day indicated in the Calendar of Events.
- 3.3 Questions marked confidential will not be answered or included.
- 3.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 3.5 The answers are not typically considered an addendum.
- 3.6 The City will not be responsible for unsuccessful submittal of questions.

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

4. PRE-BID MEETING

A pre-submittal bid conference will not be held; however, questions and requests for clarification of these Specifications may be submitted in writing by 3:00 p.m., Pacific Time, February 23, 2023, to Aaron Bratton, Purchasing Division, via email to ABratton@cityoftacoma.org. Questions received after this date and time may not be answered.

5. DISCLAIMER

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

6. DELIVERY INSTRUCTIONS

Delivery shall be to the City of Tacoma 2201 Portland Avenue, Tacoma, WA, 98421-2711, Monday through Friday, excluding holidays, 8:00 a.m. - 2:00 p.m.

Polymers are to be delivered in moisture-proof bags, no more than 55-pounds each. Shipments must be secured and palletized with no more than 35 bags per pallet.

All products must be delivered on pallets with a minimum fork clearance of 4 ½ inches to accommodate a motorized pallet jack and of sufficient strength to support the weight of the product delivered. The pallet shall be 40" x 48" and be constructed of a material that will not deteriorate in a wet environment. No loose bag shipments will be allowed. Upon arrival at destination, the product will be unloaded from the end of transport by City personnel, utilizing the City's unloading equipment. At no point, will City personnel be permitted to enter transport. The hauler will be required to provide their own pallet jack to move the pallets within the transport to the end where City personnel will then offload the pallets.

7. CONTRACT TERM

The Contract will be for a period of three years from date of award, with the option to extend up to two additional one-year periods upon mutual consent of both parties and subject to the [Price Adjustments](#) section.

8. RESPONSIVENESS

Bid submittals must provide ninety (90) days for acceptance by City from the due date for receipt of submittals. All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFB. The Respondent is specifically notified that failure to comply with any part of this RFB may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed

immaterial. The City also reserves the right to not award a contract or to issue subsequent RFB's

9. AWARD

The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

10. PRICE ADJUSTMENTS

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

1. The city may consider price adjustments for each 12-month period
2. Contractor shall submit proposed price changes in writing to the contract administrator (contract information provided after award) 45 days prior to the effective date
3. The city reserves the right to accept or reject all such price adjustments
4. Price increases will be adjusted only to the amount of cost increase to Contractor. No adjustment will be made for Contractor profit margin
5. Any proposed price increase to Contract line items must be beyond the control of the contractor and supported by written documentation from the manufacturer or wholesale distributor, indicating new higher cost adjustments in effect
6. Increase requests may be evaluated against various market conditions, including but not limited to:
 - a) Consumer Price Index for Seattle - Tacoma - Bremerton, All Items 1982-84+100, for comparable period
 - b) Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted for the comparable period
 - c) State/federal regulations affecting production costs of the materials
 - d) Volatile commodity market conditions
 - e) Various producer price or commodity indices
 - f) Minimum wage adjustments

11. STANDARD TERMS AND CONDITIONS

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

12. INSURANCE REQUIREMENTS

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the solicitation. The City of Tacoma Insurance Requirements document is fully incorporated into the solicitation by reference. See Appendix B

13. INSPECTION – If Applicable

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

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

14. REPORTS

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

15. COMPLIANCE WITH SPECIFICATIONS

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

16. DAMAGED GOODS

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

17. PRODUCT DISCONTINUED

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

18. QUANTITIES AND PURCHASE ORDERS

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

19. ESTIMATED USAGE

The items and quantities listed in this specification are based on past usage and are not a guarantee for any particular order, quantity, item, or dollar volume.

Projected annual usage of DAFT polymer is expected to be approximately 34,000 pounds.

Any Contract issued as a result of this solicitation is not exclusive. The City reserves the right to purchase from other suppliers if the successful Contractor cannot provide the materials in a timely manner.

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City of Tacoma's [Sustainable Procurement Policy](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

21. EQUITY IN CONTRACTING

There is no goal, 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 the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

22. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material.

Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

23. TECHNICAL PROVISIONS

These Technical Provisions provide the parameters by which the City will accept bids for polymers used in the dewatering of Waste Activated Sludge in the plant's DAFT system. All pricing shall include the costs of bid preparation, servicing of accounts, and all contractual requirements.

It is the intent of the City to award to the lowest responsive / responsible bidder based on cost of polymer per dry, de-watered ton of thickened waste activated sludge as determined by the plant test. The bid shall be considered responsive only if the following minimum parameters are achieved:

- 93% Capture Rate
- Effluent suspended solids from the dissolved air flotation thickening units shall not exceed 300 mg/L.

During the term of the Contract, the Contractor will ensure that the manufacturer's specifications for product, as initially tested at time of bid, will not vary or change in excess of five percent on a cost per dry ton of de-watered solids basis.

Should the City's sludge chemistry change, the City reserves the right to re-negotiate the price of an appropriate polymer with the Contractor.

Respondents must provide Safety Data Sheets (SDS) at the time of delivery of the polymer to be used for the polymer trial.

24. POLYMER TESTING SPECIFICATIONS

All RSVP and scheduling for on-site jar tests and full-scale plant test must be coordinated by contacting Aaron Bratton, ABratton@Cityoftacoma.org.

Respondents may perform jar tests to determine their optimum polymer to be used for the trial. All requests for the scheduling of jar test shall be made before 12:00 (noon) Wednesday, February 22, 2023. Requests made after 12:00 noon, February 22, 2023 will not be accepted. All jar tests will be scheduled Monday through Friday during the period of February 27 through March 10, 2023, between the hours of 7:30 a.m. to 2:00 p.m., at the Central Wastewater Treatment Plant located at 2201 E Portland Ave, Tacoma, WA 98421.

Respondents may jar test as many formulas as desired, however the City will perform only one full-scale DAFT test (trial) per Respondent. DAFT test (trial) shall occur during the period of March 20, 2023, through March 31, 2023. Requests for trial dates made after 12:00 (noon) on Wednesday, March 15, 2023, will not be accepted.

Respondents are to provide a minimum of 55 pounds of their desired polymer for the trial at no charge to the City. The trial will be conducted by personnel from the Operations & Maintenance Division, Operations Section and may be observed at any and all stages by the Respondent's representative. It is expected that this testing will require approximately 6 - 8 hours, conducted during normal business hours, 7:30AM - 3:00PM, over the course of one day.

Optimum polymer dosage for the City will be determined by a combination of a visual observation via rise test and the TSS of the DAFT effluent. Between four (4) and eight (8) grab sample sets will be performed by the City per vendor bid. The objective of the samples will be to find the point of failure for the polymer dosage (gph) at a set Waste Activated Sludge (WAS) feed rate. At point of failure (gph) the polymer pump flow will be returned to the previous setting to see if the DAFT recovers.

The City may, at its option, buy more of a specific polymer, if necessary, for more detailed testing.

The City will determine performance and suitability based on data from the full-scale testing.

A DAFT Polymer Trial Data Sheet (see sample in Appendix B) provided by the City, will be completed at the trial, and signed by the City's operations supervisor and/or designee. The form will be emailed to the Respondent for signature and is to be returned with the bid submittal.

APPENDIX A – SUBMITTAL DOCUMENTS

SIGNATURE PAGE

PRICE PROPOSAL PAGE

DAFT POLYMER TRIAL DATA SHEET

SIGNATURE PAGE

CITY OF TACOMA ENVIROMENTAL SERVICES

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 Bid 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 BID SPECIFICATION NO. ES22-0360N DAFT DRY POLYMER FOR WASTEWATER TREATMENT

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.



BID PROPOSAL SHEET
Specification No. ES22-0360N

Bidder agrees to furnish the following FOB Destination, City of Tacoma, Environmental Services, Central Wastewater Treatment Plant, 2201 E Portland Ave, Tacoma, WA 98421, freight prepaid and allowed.

Bidder shall submit one original bid and two copies. IF the bidder wishes to offer alternate submittals, copy the appropriate pages and provide any alternate submittals in a separate envelope.

Vendor: _____

Product: _____

Successful supplier can deliver materials within _____ days after receipt of order.

Liquidated damages may apply if delivery dates are not met.

Prompt payment discount _____ %, _____ days, net 30.

Payment discount periods of 20-calendars days or more may be considered in determining lowest responsible bid.

BIDDERS SHALL NOT ENTER ANY INFORMATION IN ANY OF THE SPACES BELOW
Unit of measure cannot contain more than three decimal places
Unit Price cannot contain more than four decimal places.

Bid Summary:

<u>LBS of Polymer per Dry Ton Activated Sludge</u>	<u>Polymer Unit Price per Pound</u>	<u>Cost of Polymer per Dry Ton Activated Sludge</u>	<u>Three-Year Dry Ton Activated Sludge</u>	<u>Three-Year Polymer Cost</u>
Lbs.	\$	\$	X 14,000 Dry Tons	\$
See Note 1	See Note 2	See Note 3		

Note 1: Actual payment will be based on polymer unit price per pound.

Note 2: Submittals will be evaluated, compared, and awarded based on requirements outline in this specification.

Note 3: Polymer purchase is tax exempt, do not include tax when calculating three-year polymer cost.



City of Tacoma Wastewater Treatment Plant #1

2201 Portland Ave, Tacoma, WA 98421

DAFT Polymer Trial Data Sheet Example

Vendor : _____
Rep : _____
Product : _____
Lot/Batch # : _____

Date: _____
Employee: _____
Daf Tank # : _____
Poly Pump # : _____
Flight Speed % : _____

Poly Solution % Solids: _____ %

WAS Rate gpm: _____

Poly Cost \$/lb (Vendor Bid) _____

Time	Poly Pump Speed (gph)	Poly Pump Speed (gpm)	WAS Density mg/L	DAFT EFF Solids mg/l	Percent Recovery	Poly lbs/min (dry)	Lbs Sludge /min	Poly lbs/sldge lbs	Poly lbs / ton dry sludge	Poly cost/ton solids

FORMULAS

Poly Pump Speed (gpm) = Poly Pump Speed gph ÷ (60 min/H)

Poly Solution % Solids = [(Poly Solution Dry Wt. - Dish Tare Wt.) ÷ (Poly Solution Gross Wt. - Dish Tare Wt.)] X 100 %

WAS Density mg/L = [(WAS sample Wt. mg) - (WAS filter Wt. mg)] ÷ (WAS sample VOL. ml)] X (1000 ml/L)

DAF Eff Solids mg/L = [((DAF Eff sample Wt. mg) - (DAF Eff filter Wt. mg)) ÷ (DAF Eff sample VOL. ml)] X (1000 ml/L)

Percent Recovery = [(WAS TSS mg/L - DAF EFF TSS mg/L)] ÷ (WAS TSS mg/L)] X 100 %

Poly lbs/min (dry) = (Poly Solution % Solids) X (Poly gpm) X (8.34 lbs / gal)

Lbs Sludge /min = [(WAS Rate gpm) ÷ (1000000 / M)] X (WAS Density mg/L) X (Percent Recovery)

Poly lbs/sldge lbs = (Poly lbs/min (dry)) ÷ (Lbs Sludge /min)

Poly lbs / ton dry sludge = (Poly lbs/sldge lbs) X (2000 lbs / Ton)

Poly cost/ton solids = (Poly lbs / ton dry sludge) x (Poly Cost \$/lb)

\$ per dry lb sludge = (Poly cost/ton solids) / (2000 lbs / Ton)

APENDIX B – SAMPLE FORMS

SAMPLE CONTRACT

INSURANCE CERTIFICATE REQUIREMENTS

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

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

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

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

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

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

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

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

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

4.3 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



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INSURANCE REQUIREMENTS FOR CONTRACTS

equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.4 Workers' Compensation

4.4.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.5 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

4.6 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.