TACOMA VENUES AND EVENTS
REQUEST FOR BIDS
GREATER TACOMA CONVENTION CENTER WINDOW CLEANING
SPECIFICATION NO. PF23-0059N
REQUEST FOR BIDS PF23-0059N
Greater Tacoma Convention Center Window Cleaning

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 17, 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, bids@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:

bids@cityoftacoma.org

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday’s at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11AM. Attend via this link or call 1 (253) 215 8782.

Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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 as indicated in the Pre-Bid Meeting Section

Project Scope: Cleaning of the windows at the Greater Tacoma Convention Center
Request for Bids
Template Revised: 01/13/2023
**Estimate:** Approximately $200,000

**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](https://www.cityoftacoma.org/MinimumEmploymentStandards/PaidSickLeave).

**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 Tad Carlson, Senior Buyer by email to tcarlson@cityoftacoma.org

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

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

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.

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

1.1 Vendors should have a history of window washing contracts in venues that are similar to the Greater Tacoma Convention Center.

1.2 Vendors not able to perform the full scope of work may be removed from consideration.

2. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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)

4. SUMMARY OF WORK

The City of Tacoma (City) / Tacoma Venues and Events (TVE) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City’s needs for exterior and interior window cleaning at the Greater Tacoma Convention Center Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability. See Appendix A for Detailed Scope of Work Requirements

5. ANTICIPATED CONTRACT TERM

Initial contract term will be for three years with two, one-year options to renew.

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:

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Pre-Bid Meeting:</td>
<td>3/23/2023</td>
</tr>
<tr>
<td>Question Deadline:</td>
<td>3/29/2023</td>
</tr>
<tr>
<td>City response to Questions:</td>
<td>4/3/2023</td>
</tr>
<tr>
<td>Submittal Due Date:</td>
<td>4/17/2023</td>
</tr>
<tr>
<td>Anticipated Award Date, on or about:</td>
<td>April/May 2023</td>
</tr>
</tbody>
</table>

7. INQUIRIES

7.1 Questions can be submitted to Tad Carlson, Senior Buyer, via email to tcarlson@cityoftacoma.com. Subject line to read: PF23-0059N Greater Tacoma Convention Center Window Washing – VENDOR NAME

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

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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

A pre-bid meeting will be held at 11 am on March 23, 2023, in the Greater Tacoma Convention Center, South Boardroom, 1500 Commerce Tacoma, WA 98402.

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. PRICING

11.1 Submitted pricing will be firm through the initial term of the contract.

11.2 If the City chooses to exercise extension options, pricing can be reviewed and updated by mutually approved amendment.

11.3 Please see the City of Tacoma Terms and Conditions for additional information on pricing.

12. 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

13. CONTRACT OBLIGATION

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

14. PREVAILING WAGE INFORMATION

If this project requires prevailing wages under chapter 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/Counties.

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

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.

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3. 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.
3. For on-call contracts, retainage can be released annually. Please see the Intent-Affidavit Info for On-Call Contracts in Appendix D

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

15. MATERIALS AND WORKMANSHIP

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

16. INVOICING

16.1 Selected vendors will be required to complete enablement and transact in Ariba, the City’s invoice submittal portal.

16.2 All invoices must be accompanied by a PDF of the invoice as an attachment in Ariba that at a minimum includes date and address of services in addition to line-item detail of delivered services.

17. 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

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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

18. 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.

19. 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

Detailed Scope of Work
DETAILED SCOPE OF WORK

A. METHODOLOGY

1. GLASS: The successful contractor will apply a mild soapy water solution consisting of anionic and nonionic surfactants, ethyl alcohol, water, stabilizing agents, and perfume to the window glass while using a non-scratching CLEANING DEVICE made of soft fabric over plastic or other previously acceptable means and methods. In addition, a window squeegee will be used in a vertical motion to remove the solution from the glass leaving a streak free and clear surface. The surrounding frames will be immediately wiped off (cleaned) using a soft non-abrasive cloth. Streaks or other blemishes will not be acceptable. Telescoping poles or similar equipment CANNOT be utilized as the primary means of performing the work described; Bosun Chair, extension ladders, scissor lifts, man-lifts, boom lifts or other like equipment MAY be utilized in exterior areas. Scissor lifts, man-lifts, boom lifts, or other like lifting equipment, CANNOT be utilized in interior spaces in order to perform the work described.

2. ROOF: The successful contractor will wet the entirety of the roof, use a soft bristle brush to loosen debris and use a squeegee to push debris and water to a suitable, direct to sewer, drain, and not into the storm system. Temporary storm drain occlusion and redirection of waste water and debris is required. Simple Green Cleaning Product will be used to remove any stains found on the roof during the process of loosening debris.

3. METAL SIDING AND SCREENS: The successful contractor will use a low intensity pressure washer, at no more than 2800 PSI and flow at least 10 gallons per minute, to clean and clear all debris from the siding and screens.

4. WASTE WATER AND DEBRIS: The successful contractor will not allow waste water and debris to enter the storm water system, and will block or occlude appropriate storm drains and redirect waste water and debris to the sewer system or other accepted method of removal.

B. WORK COORDINATION / PROJECT SCHEDULING / QUALITY CONTROL

The Contractor and the GTCC representative will work closely to schedule the work during those times that have the least impact on building operation and public events. Public safety considerations are paramount.

An ongoing inspection schedule agreeable to both the successful Contractor and GTCC will be established.

C. RIGGING FIXTURES & DEVICES

All Contractors may utilize their own rigging fixtures and devices but must specify in their bid proposal what they will use and how they will be employed. Bid submittals received without this information may be rejected and considered non-responsive.

D. SAFETY

All Contractors may utilize their own rigging fixtures and devices but must specify in their bid proposal what they will use and how they will be employed. Bid submittals received without this information may be rejected and considered non-responsive.
E. COMMUNICATIONS

The Contractor will meet with the GTCC representative before each SCHEDULED cleaning to review the operations and future requirements of the building during the term of the resulting agreement. Also this will allow the Contractor to know when there will be least impact on building operation and public events. Public safety considerations are paramount.

F. COMPANY IDENTIFICATION

The Contractor’s personnel must be readily identifiable by uniform or by other easily identifiable insignia and carry identification cards with them while working at the GTCC.

G. ACCESS CARD / KEYS

Only the GTCC representative can designate which of the Contractor’s personnel will have access to GTCC property key(s). Appropriate key(s) can be checked out daily through the 24-hour Security office. The Security office is located on the 3rd floor and requesting a key procedurally requires the requestor to submit a personal form of identification. If a key(s) should become lost or stolen, the cost of key and/or necessary lock replacement will be paid by the Contractor. Lost or stolen keys must be reported immediately.

H. HOURS OF OPERATION

Hours of operation shall be Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City. The contractor shall also be responsible to minimize disruptions to building and occupants during working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday.

I. COMPLETION TIMES

1. Interior glass cleaning must be completed within five (5) days from the scheduled start
2. Exterior glass cleaning must be completed within five (5) days from the scheduled start
3. TPO roof cleaning must be completed within two (2) days from the scheduled start
4. Exterior screen cleaning must be completed within one (1) day from the scheduled start
5. Exterior metal siding cleaning must be completed within two (2) days from the scheduled start

J. GENERAL SITE AREA PROTECTION AND CLEANUP

The Contractor is to keep the area where they are working clean, neat and in an orderly condition. Contractor shall be responsible for clean-up of job site and removal of all rubbish. Contractor shall take necessary steps to protect guests and occupants of the GTCC and the environment while they are working.

K. EMERGENCY & AFTER-HOURS RESPONSE TIME REQUIREMENTS

The contractor must acknowledge an emergency service request within one (1) hour. The contractor must respond with a technician to be onsite within two (2) hours for an emergency request. This capability must be available 24 hours a day, 7 days a week.
APPENDIX B

Signature Page

Price Proposal Form
REQUEST FOR BIDS SPECIFICATION NO. PF23-0059N
Greater Tacoma Convention Center Window Cleaning

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 into Contracts for Bidder/Proposer

Date

Printed Name and Title

Address

(Area Code) Telephone Number / Fax Number

City, State, Zip

State Business License Number

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

Authorized Signatory E-Mail Address

State Contractor’s License Number

(See Ch. 18.27, R.C.W.)


E-Mail Address for Communications

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____
## Price Proposal Form

<table>
<thead>
<tr>
<th>Name</th>
<th>Frequency</th>
<th>Quantity</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Set-Up Costs</td>
<td>One time cost</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Interior Glass Cleaning</td>
<td>Once Annually</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Exterior Glass Cleaning</td>
<td>Twice Annually</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>Clean Exterior Metal Siding</td>
<td>Once Annually</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Clean Metal Screens</td>
<td>Once Annually</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>Clean TPO Roof</td>
<td>Once Annually</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td>$</td>
</tr>
</tbody>
</table>

**Rigging Fixtures & Devices:** Describe rigging vendor will provide to accomplish the scope of work.

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APPENDIX C

Sample Contract
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: ____________________________

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
      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

<table>
<thead>
<tr>
<th>(i) Agency Name (must match the name associated with its unique entity identifier)</th>
<th>(ii) Unique Entity Identifier (i.e., DUNS)</th>
<th>(iii) Federal Award Identification Number (FAIN)</th>
<th>(iv) Federal Award Date</th>
<th>(v) Federal Period of Performance Start and End Date</th>
<th>(vi) Federal Budget Period Start and End Date</th>
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<tr>
<th>(vii) Amount of Federal Funds Obligated to the agency by this action:</th>
<th>(viii) Total Amount of Federal Funds Obligated to the agency</th>
<th>(ix) Total Amount of the Federal Award Committed to the agency</th>
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<tr>
<th>(x) Federal Award Project Description:</th>
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<tbody>
<tr>
<td>CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS—City of Tacoma</td>
</tr>
</tbody>
</table>

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<tr>
<th>(xi) Federal Awarding Agency:</th>
<th>Pass-Through Entity:</th>
<th>Awarding Official Name and Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT OF THE TREASURY</td>
<td>City of Tacoma</td>
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<tr>
<th>(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)</th>
<th>(xiii) Identification of Whether the Award is R&amp;D</th>
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<tr>
<th>(xiv) Indirect Cost Rate for the Federal Award</th>
<th>Award Payment Method (lump sum payment or reimbursement)</th>
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<td>REIMBURSEMENT</td>
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APPENDIX D

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

1. **GENERAL REQUIREMENTS**

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

1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.

1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.3. Liability insurance policies, except for Professional Liability and Workers’ Compensation, shall:
   1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as additional insured
   1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
   1.3.3. Contain a “Waiver of Subrogation” clause in favor of City of Tacoma
   1.3.4. Include a “Separation of Insureds” clause that applies coverage separately to each insured and additional insured
   1.3.5. Name the “City of Tacoma” on certificates of insurance and endorsements and not a specific person or department
   1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
   1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella

1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
   1.4.1. An ACORD certificate or equivalent
   1.4.2. Copies of requested endorsements

1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.

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

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2. SUBCONTRACTORS

Insurance Requirements
Template Revised 12/8/2022

Spec/Contract Number: PF23-0059N
It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement).

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability insurance 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 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.