



City of Tacoma, WA

FLEET SERVICES

REQUEST FOR BIDS

**AUTO DETAILING, WINDOW TINTING, SCRATCH & DENT
REPAIR**

SPECIFICATION NO. GF21-0514N



**City of Tacoma
Fleet Services**

**REQUEST FOR BIDS GF21-0514N
Detailing, Window Tinting, Scratch & Dent Repair**

Submittal Deadline: 11:00 a.m., Pacific Time, Friday, May 7th, 2021

Submittal Delivery: 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: 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; however, questions and request for clarifications of the specifications may be submitted as stated in the inquiries section

Project Scope: The City of Tacoma (City) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for detailing services, scratch and minor dent repair, and window tinting on an as-needed basis. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

Estimate: \$200,000 for the 5 year term of the contract

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 Erica Pierce, Buyer by email to epierce@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:	
Signature Page (Appendix A)	
Price Proposal Form (Appendix A)	
Sustainability Worksheet (Appendix A)	
References Data Sheet (Appendix A)	
Content to Be Submitted (Section 19)	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

1. BACKGROUND

The City of Tacoma (City) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for detailing services, scratch and minor dent repair, and window tinting on an as-needed basis. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

This product is used by the Fleet Services Department located at 3639 South Pine St. Tacoma, WA 98409. The estimated usage for a 5 year contract is \$200,000. This is an estimated quantity only and does not guarantee a specific volume or dollar amount.

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

1.1 SCOPE OF WORK

This bid is for occasional detailing, scratch and minor dent repair, and window tinting on the City's General Government fleet. City vehicle detailing inside and out to include: same day service and vehicle pick-up and delivery (or mobile response), stain and dye removal, remove dirt and spots, carpet extractors and shampooers, re-dye carpets, seats and headliners as needed, exterior buffing to buff out swirls for uniform shine. City vehicle window tinting (mostly applicable to Police vehicles and light duty cars/SUV's) to include: same day service and vehicle pick-up and delivery (or mobile response), guarantee on tinting, varying degree of tints needed. The contract resulting from this bid will establish firm pricing and service parameters for vendors to provide those services to the City on an as-needed basis.

It is important that City's vehicles be returned to service in a timely manner. The City reserves the right to purchase from other vendors if the successful bidder cannot meet our service needs. Repeated failure to meet the timeliness or quality of repair work may result in termination of the contract.

The contract covers the current fleet of vehicles/equipment maintained by the City and is subject to vehicles/equipment added and deleted during the contract period. For approximate model years and vehicle/equipment types in the current fleet or to inspect equipment prior to bidding, please see Inquiries to RFB section.

Service Requests: Service requests will be made by Shop Supervisors. Vendor shall advise Supervisor of the estimated time of pickup and work completion as well as provide price to Supervisor for approval before proceeding, and contact Supervisor again before estimate is exceeded.

City reserves the right to decline the repairs and pay vendor for labor to diagnose and identify problem.

All packing slips, repair orders, and invoices shall include purchase order number or vehicle/equipment number given at time of request. All documents requiring a signature must be signed legibly and include the City of Tacoma employee identification number of the person signing.

1.2 VENDOR REQUIREMENTS:

A. The bidder shall be located within City of Tacoma limits or have mobile capability to respond to Fleet Operations Shop, 3639 South Pine St., Tacoma, WA 98409.

B. Bidder guarantees that City requests will be given priority in scheduling repairs and service. If required pickup and delivery cannot be met by the awarded vendor, City reserves the right to purchase from an alternate source.

C. Due to the security need of all City vehicles, all vehicles must be locked and secured at the contractor's premise when they are not being serviced. All vehicle keys must be secured in a locked storage box. The following activities are not allowed without permission from the City representative:

1. Removing or disturbing vehicle contents.
2. Taking photos and videos of vehicles.
3. Sharing Information about the contents and specifics of the City vehicles.

D. Vendor to pick up and deliver vehicles/equipment at the shops listed in Section 6, with the exception of marked police vehicles and commercial vehicles requiring a CDL license. Shop Supervisor may waive vendor pickup and delivery on a case-by-case basis.

E . Successful bidder(s) shall provide and keep current a certificate of insurance per the requirements. Bidders are encouraged to furnish insurance requirements to their surety for review prior to bidding.

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:

Question Deadline:	4/29/2021
City response to Questions:	4/30/2021
Submittal Due Date:	5/7/2021
Anticipated Award Date:	5/14/2021

3. INQUIRIES TO RFB

A Pre-bid conference is not being held; however, questions and request for clarifications of the specifications may be submitted in writing by 8am on April 29, 2021, to Erica Pierce, Purchasing Division, via email to epierce@cityoftacoma.org. No further questions will be accepted after this date and time. Questions marked confidential will not be answered or included.

- 3.1** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 3.2** The answers are not typically considered an addendum.
- 3.3** The City will not be responsible for unsuccessful submittal of questions.
- 3.4** Written answers to questions will be posted in the event approximately one week after the question deadline.

4. PRE-BID MEETING

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

5. DISCLAIMER

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

6. DELIVERY

- 6.1** Delivery shall be to the City of Tacoma, 3639 S Pine St, Tacoma, WA, 98409. Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.

6.2 Additional Delivery/Invoice/Contact information:

Invoice Billing Address:

City of Tacoma
Fleet Operations, Shop 3
3639 S Pine St
Tacoma WA 98409
Fleet Payables Contact: Financial Assistant (253) 591-5821, Fax (253) 591-5635

Deliver with priced packing slip or priced repair order or original invoice to:

City of Tacoma
Fleet Operations, Shop 3
3639 S Pine St
Tacoma WA 98409

Repair/Shop Supervisor Contact:

Fleet Operations, Shop 3
Steve Peterson, day shift (253) 591-5581
Stewart Wheeler, swing shift (253) 591-5551
Fax (253) 591- 5822

Parts Department Contact:

Fleet Operations, Shop 3
Heidi Puratich days (253) 591-5350
Dean Ferguson swing (253) 591-5552
Fax (253) 591-5822

- 6.3** Hours of operation shall be Monday through Friday, 9:00 a.m. to 3:30 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

7. CONTRACT TERM

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

8. RESPONSIVENESS

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

9. AWARD

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

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

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

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

10. COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

11. 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) 60 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

12. WARRANTY

Labor: Minimum one (1) year warranty.

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

Contractor shall arrive on-site at the Fleet Service Shop within 24 hours of notification for all warranty repairs during normal work hours of 7:00 a.m. to 4:00 p.m. Monday through Friday. Repairs shall include free pick-up and delivery. Repairs must be completed and vehicle returned within 48 hours of pick-up.

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

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

13. INSPECTION

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

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

14. REPORTS

Upon request, vendor shall furnish a report of the usage on this contract for the past year, including number of labor hours and total value of parts and labor.

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 specifications shall be rejected and the vendor shall, at its own expense, including shipping, replace the item.

16. 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.

17. 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.

18. QUANTITIES AND PURCHASE ORDERS

The dollar amounts 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. CONTENT TO BE SUBMITTED

- 19.1** City staff may request to inspect Respondent's parts and service facilities and meet staff prior to contract award.
- 19.2** Submit proposed guarantee and/or warranty information
- 19.3** Provide company information to include years in business, number of employees, or any other relevant information (Financial information not required).
- 19.4** Provide a copy of your Contractor's State Safety Violations Record for the last three years. Contact the Department of Labor and Industries, Public Records Unit at 360-902-5532. They require your request in writing; please allow a minimum of five business days for them to submit the information to you. This function is also available via the internet at: [Public Records Request \(wa.gov\)](http://PublicRecordsRequest.wa.gov). Please include a PDF version of the results.
- 19.5** By signing the signature page, vendor confirms they meet the requirements specified in the Vendor Requirements Section 1.2
- 19.6** Required forms listed on Submittal Checklist

20. 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.

21. 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

22. EQUITY IN CONTRACTING

The City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

APPENDIX A

SIGNATURE PAGE

PRICE PROPOSAL FORM

REFERENCES DATA SHEET

SUSTAINABILITY WORKSHEET

SIGNATURE PAGE

CITY OF TACOMA FLEET 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 Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR BIDS SPECIFICATION NO. GF21-0514N Detailing, Window Tinting, Auto Scratch & Dent Repair

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

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.)

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

CITY OF TACOMA
*** PRICE PROPOSAL FORM ***
Request for Bids GF21-0514N
Automotive Detailing, Scratch and Minor Dent Repair, and Window Tinting

Respondent Name _____

We agree to furnish the following items F.O.B. Destination, freight prepaid and allowed (included in unit price).

<u>ITEM NO.</u>	<u>DESCRIPTION</u>	<u>ESTIMATED ANNUAL QUANTITIES/ HOURS</u>	<u>Unit Price</u>	<u>TOTAL</u>
1.	Full Window Tinting 20%	50 vehicles	\$ _____	\$ _____
2.	2 Fronts Window Tinting 20%	50 vehicles	\$ _____	\$ _____
3.	Visor Tinting 20%	50 vehicles	\$ _____	\$ _____
4.	Rear Window Tinting 20%	50 vehicles	\$ _____	\$ _____
5.	Complete Detail	50 vehicles	\$ _____	\$ _____
6.	Interior Detail	50 vehicles	\$ _____	\$ _____
7.	Interior Detail with Wash	50 vehicles	\$ _____	\$ _____
8.	Carpet Shampooing	20 vehicles	\$ _____	\$ _____
9.	Seat Shampooing	20 vehicles	\$ _____	\$ _____
10.	Scratch Repair	10 vehicles	\$ _____	\$ _____
11.	Minor Dent Repair	15 vehicles	\$ _____	\$ _____
Sum of items 1 -11 (excluding sales tax):				\$ _____

Sales tax will be paid at 10.2%

Are you located within City of Tacoma limits or have mobile capability to respond to Fleet Operations Shop, 3639 South Pine St., Tacoma, WA 98409 same day?: Yes/No

Does your company provide a Prompt Payment Discount?: Yes/No

Specify the Prompt Payment Discount percentage:

Payment discount periods of twenty (20) calendar days or more may be considered in determining lowest responsible bid.

Does your company accept a procurement card?: Yes/No

Respondant Name: _____

References Data Sheet

GF21-0514N

Only bidders and manufacturers experienced in this type of work and with a record of successful completion of jobs of similar scope over a period of one (1) years or more will be considered. Each bidder shall complete the References Data Sheet below.

A minimum of four (4) references within the past five (5) years is required.

Customer Name	Description of Project	Dates	Utility Program or partner (if applicable)	Contact Info
1				Person:
				City/State:
				Phone:
				Email:
2				Person:
				City/State:
				Phone:
				Email:
3				Person:
				City/State:
				Phone:
				Email:
4				Person:
				City/State:
				Phone:
				Email:

Sustainability

The City has an interest in sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

1. Have you incorporated sustainability into your everyday business practices? Y/N Please describe

2. Have you taken measures to minimize impacts to the environment in the delivery of proposed goods and/or services? Y/N Please describe.



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:

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

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.



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Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or 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.

4.3 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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 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.

4.5 Employee Theft Insurance

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

4.6 Commercial Property Insurance

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

4.7 Garage Keepers Legal Liability Insurance

Contractor shall provide Garage Keepers Legal Liability Insurance, including physical damage coverage (section III, ISO policy form CA 00 05 03 10 or a more recent form) for all vehicles and/or equipment owned by City of Tacoma while in the care, custody, or control of Contractor. A minimum policy limit shall be the maximum value including special equipment of City of Tacoma owned vehicles in the care, custody, or control of Contractor at any one time. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

4.8 Other Insurance

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