

Request for Bids Template Revised: 02/07/2022

Specification No. PG22-0684N



City of Tacoma Generation/Tacoma Power

REQUEST FOR BIDS PG22-0684N North Fork Jib Crane Work Platform

Submittal Deadline: 11:00 a.m., Pacific Time, Monday, December 19, 2022

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

Bid Opening: 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 <u>via this link</u> 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 <u>www.TacomaPurchasing.org.</u>

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

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

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

Project Scope: Supply JIB Crane Work Platforms per this specification.

Estimate: \$75,000-\$100,000

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 <u>our Minimum Employment Standards Paid Sick Leave webpage</u>.

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 Carly Fowler, Buyer by email to cfowler@cityoftacoma.org

Protest Policy: City of Tacoma <u>protest policy</u>, located at <u>www.tacomapurchasing.org</u>, 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.

Form No. SPEC-040C Revised: 09/29/2022

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SUBMITTAL CHECK LIST

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

The following items make up your submittal package:	
One original electronic copy of your complete submittal package	
Signature Page	
Price Proposal	
After award, the following documents will be executed:	
Contract	
Certificate of Insurance and related endorsements per the City of Tacoma Insurance Requirements document included in this solicitation	

1. BACKGROUND

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for the work platforms shown in the specification drawings. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

- **1.1** What is the project's estimate? \$75,000-\$100,000
- **1.2** Is this project federally funded? No

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:

Advertise:	11/9/2022
Questions submitted to the City	11/28/2022
City response to Questions:	12/05/2022
Submittal Due Date:	12/12/2022
Anticipated Award Date:	12/19/2022

3. INQUIRIES

Questions and request for clarifications of the specifications may be submitted in writing by 12pm, Pacific Time, Monday, November 28, 2022, to Carly Fowler, Purchasing Division, via email to cfowler@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about Monday, November 28, 2022. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers re not typically considered an addendum.

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 <u>inquiries</u> 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 Cushman 2 Power House, 21451 N. Highway 101, Shelton, WA, 98584.

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Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline.

6.2 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 one-year period. 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. STANDARD TERMS AND CONDITIONS

City of Tacoma Standard Terms and Conditions apply.

11. INSURANCE REQUIREMENTS

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

12. 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.

13. REPORTS

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

14. 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.

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. DAMAGED GOODS

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

17. UPDATED PRODUCTS

During the contract term, if items on the contract are being replaced and updated by the manufacturer, the supplier may submit the manufacturer information, technical specifications and pricing to the City for consideration. The supplier shall provide this updated product information to the City as soon as it becomes available by the manufacturer. The City will work with Purchasing Division to review the information submitted and either accept or reject the product. If the replacement product is not approved, the vendor will be notified and the current item on the contract will be removed. Because of fixed pricing, the replacement item must be offered at the same price.

18. PRODUCT DISCONTINUED

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

19. CONTENT TO BE SUBMITTED

- **19.1** The City cannot legally accept a substantial deviation from the Specification. Bids/Proposals containing any substantial deviation may be rejected as non-responsive. It is agreed that you will perform according to the highest standard indicated.
- **19.2** Prices shall be quoted F.O.B. Destination, freight prepaid and allowed.
- 19.3 State your proposed delivery time, in calendar days, following receipt of a purchase order and all subsequent purchase orders during the term of the Contract.
- 19.4 Signature Page.
- **19.5** Price Proposal.
- **19.6** Does your company provide a Prompt Payment Discount?: Yes/No
- **19.7** Specify the Prompt Payment Discount percentage. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid
- **19.8** Does your company accept a procurement card?: Yes/No
- 19.9 Provide a statement regarding your ability to meet the City's credit card requirements (below) as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process.

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City of Tacoma's Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect

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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 manage reduction plans
- Potential impact on human health and the environment

21. EQUITY IN CONTRACTING

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

22. PROPRIETARY OR CONFIDENTIAL INFORMATION

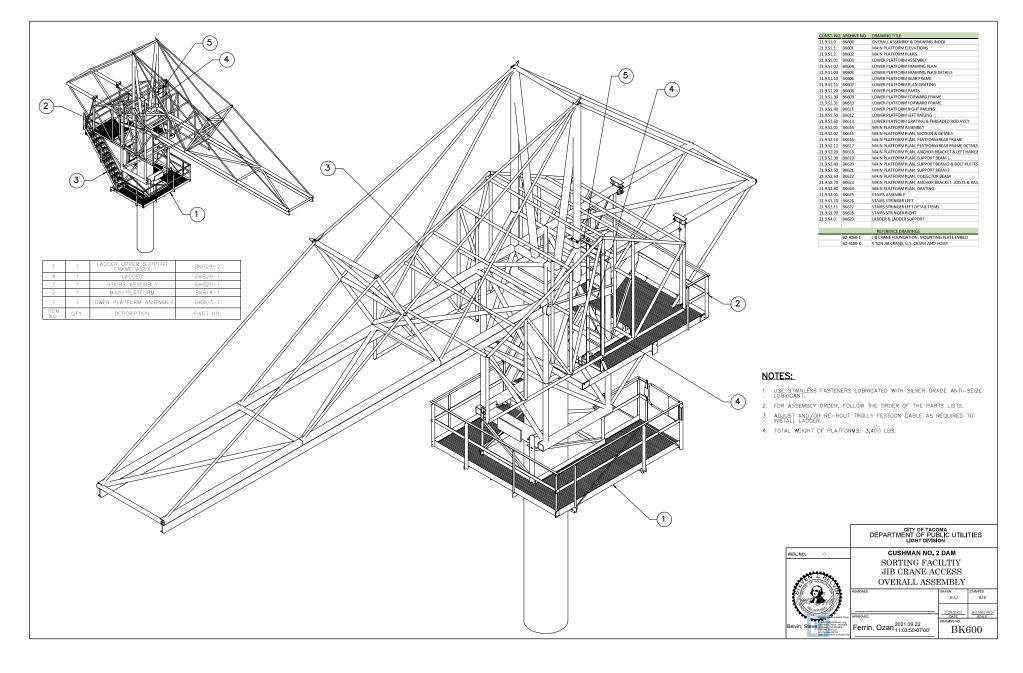
The Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFB shall be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

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

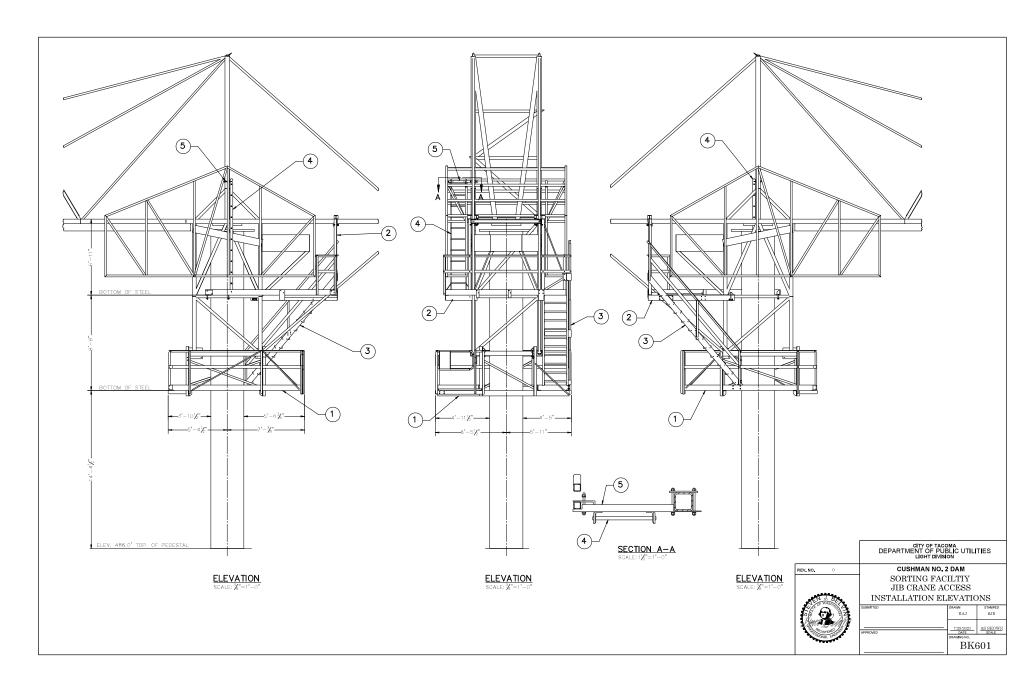
23. TECHNICAL PROVISIONS

The technical requirements of this contract are to supply the product as described in the specification drawings. The drawing list may be found on the first drawing in the drawing package, drawing No. BK600.

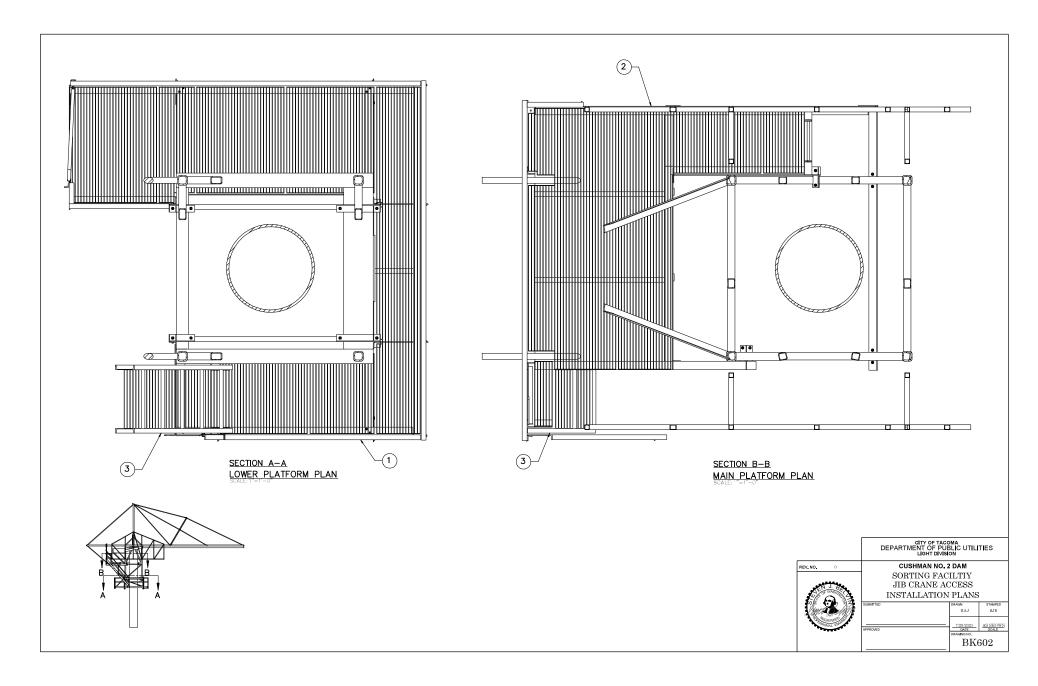
APPENDIX A - DRAWINGS



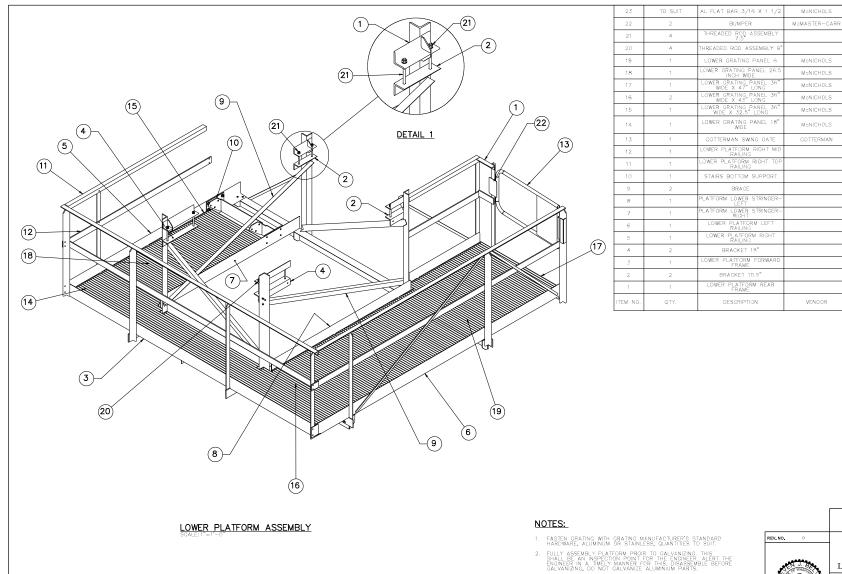
Jib Crone, US 5,IDDRW 9722/5021 09-4



JID Crone, U.S. SLIDDRW 9/22/2021 09-4



Jib Crone, US SLDDRW



DEPARTMENT OF PUBLIC UTILITIES

DEPARTMENT OF PUBLIC UTILITIES

USHMAN NO. 2 DAM

SORTING FACILITY

JIB CRANE ACCESS

LOWER PLATFORM ASSEMBLY

6015301712

BK613-2

BK613-9

BK613-5

BK613-8

BK613-7

BK613-6

BK613-4

SG2440ZC2P1S

BK608-6

BK608-7

BK608-5

BK608-2

BK608-1

BK608-3

BK609-1

BK608-4

PART NUMBER

BK613

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DRAWING

GALVANIZING, DO NOT CALVANIZE ALUMNIUM PARTS.

3. USE GALVANIZED FASTENERS, SIZE, TYPE AND QTY. TO SUIT.

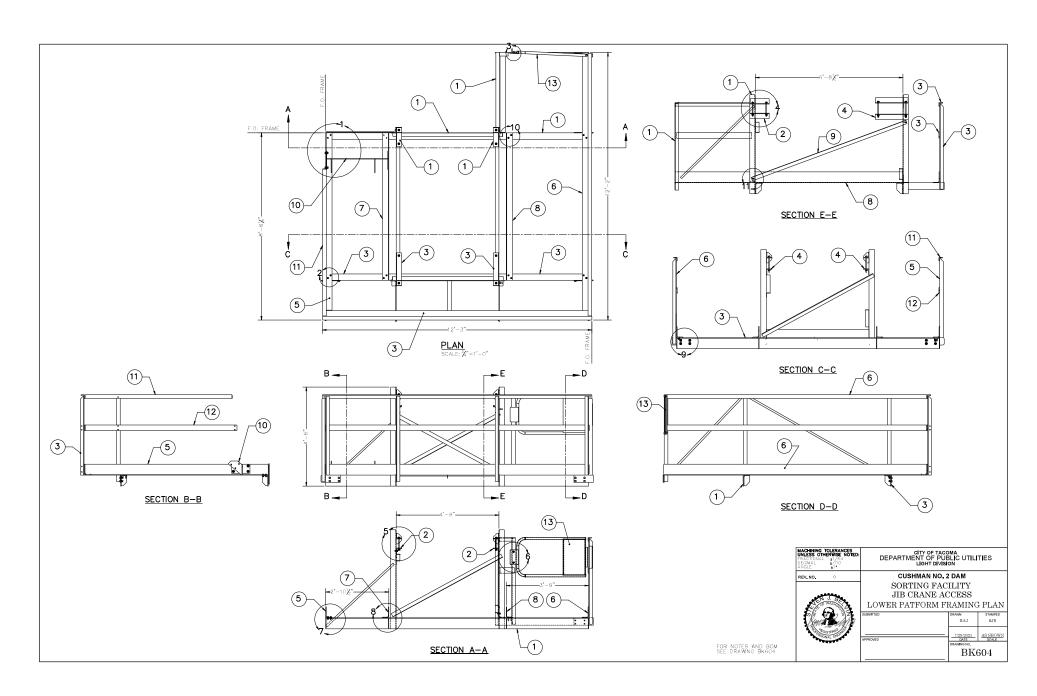
4. FOR BEST RESULTS WHEN INSTALLING THIS PLATFORM IN THE FIELD, FOLLOW THE BILL OF MATERIALS FOR ASSEMBLY ORDER.

Belvin, Slevie Belvin Stevenson Stev

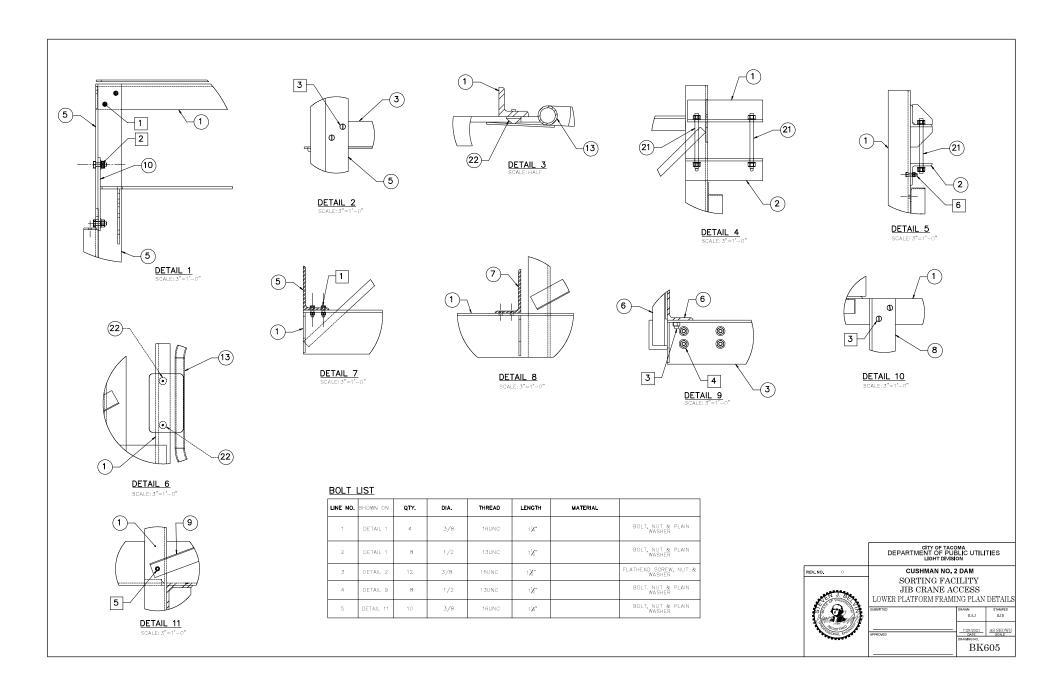
 $\begin{array}{c} \text{\tiny CHANNO} \\ \text{\tiny KAJ} \\ \text{\tiny SIB} \\ \text{\tiny SIB} \\ \text{\tiny COMMODIS} \\ \text{\tiny Ferrin, Ozan} \begin{array}{c} \text{\tiny CHANNO} \\ \text{\tiny CASIBORS} \\ \text{\tiny COMMODIS} \\ \text{\tiny$

9/7/2021 11:19

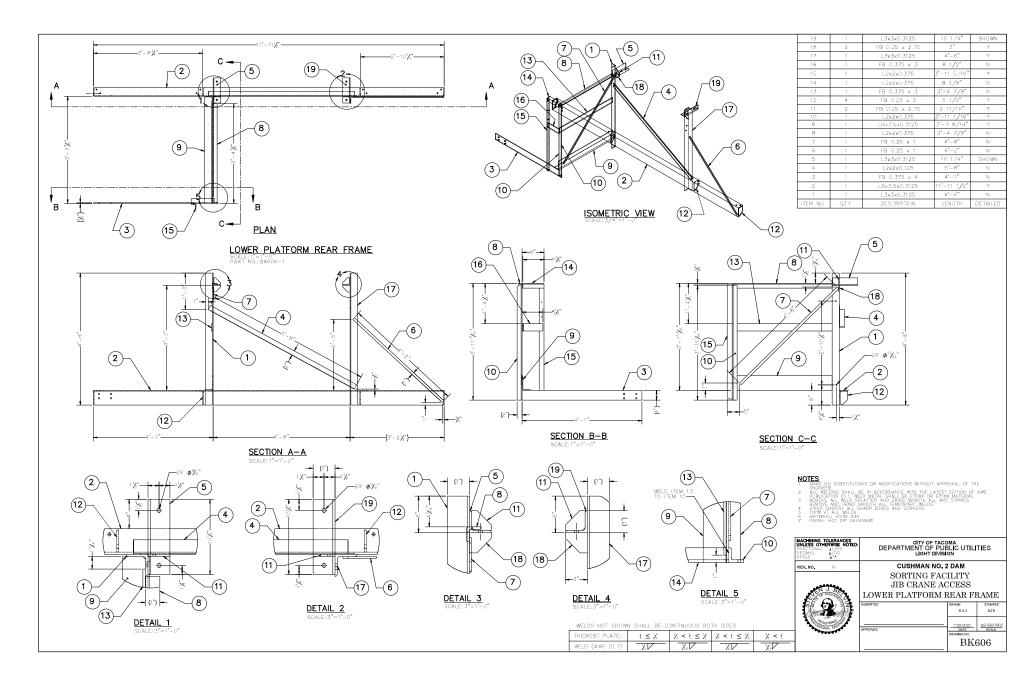
Lower Platform Assembly SLDDRW



977/2021 Half

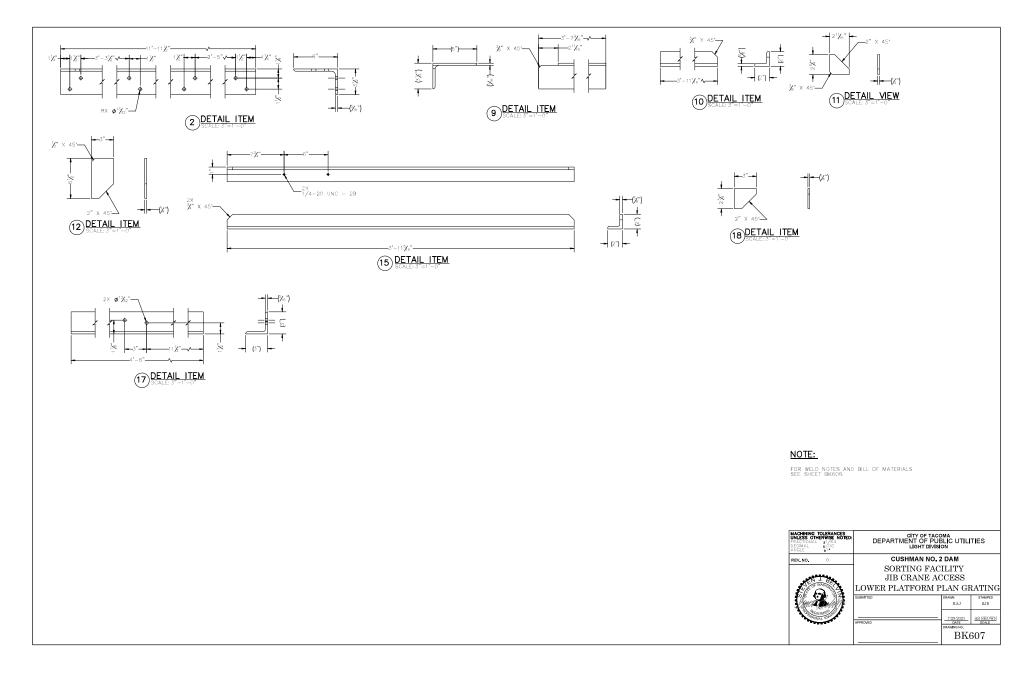


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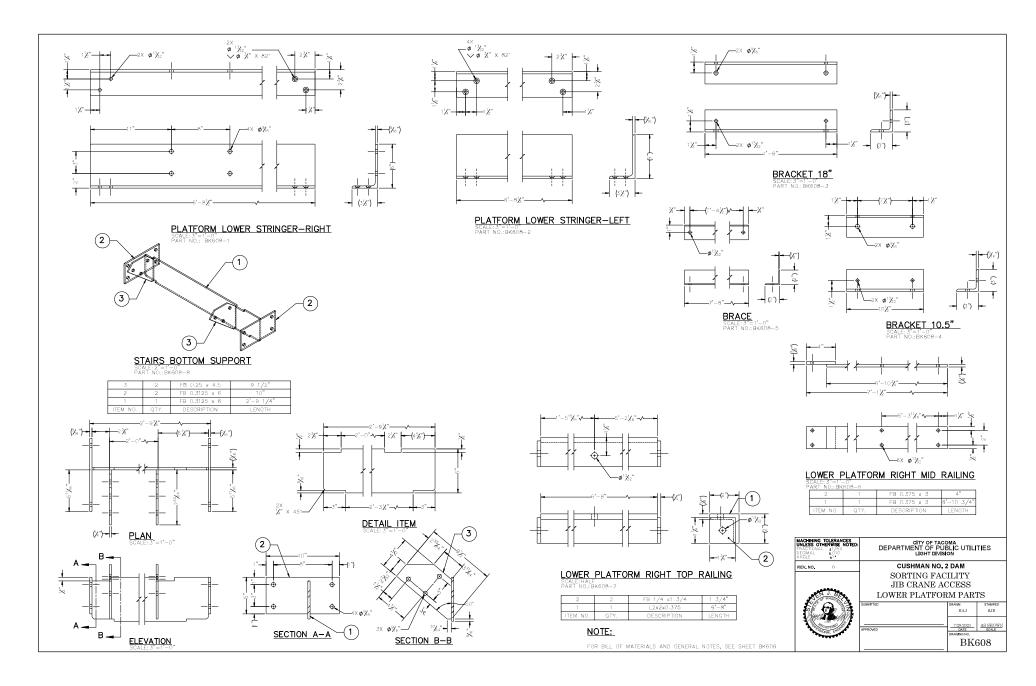


Lover Platform Assembly SLDDRW

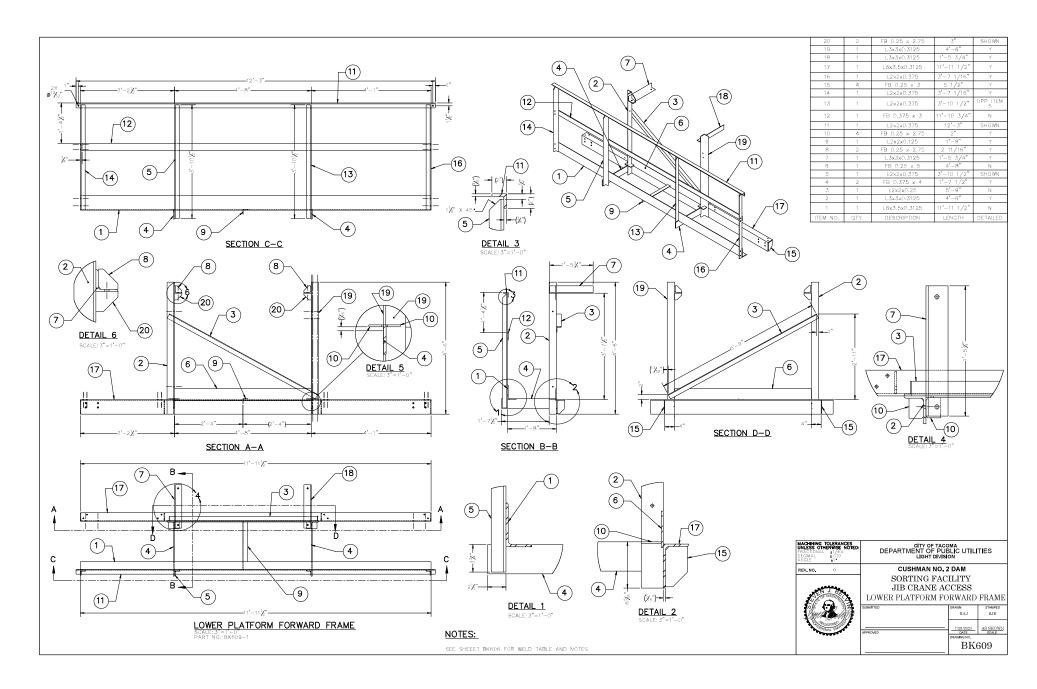
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Lover Platform Assembly SLDDRW

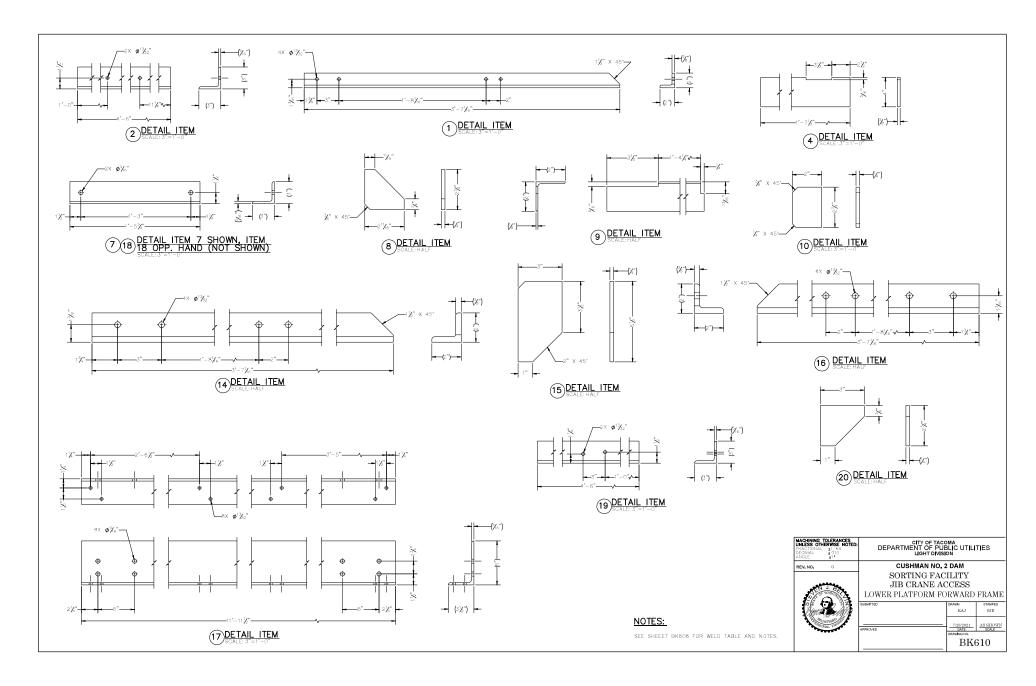


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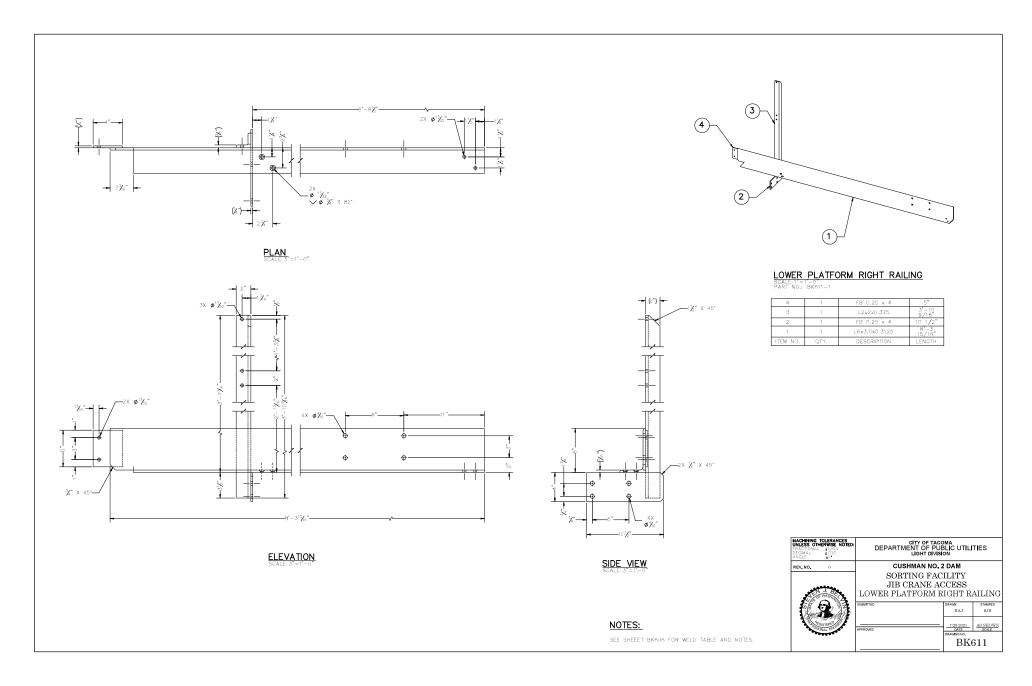


Lover Platform Assembly, SLDRW

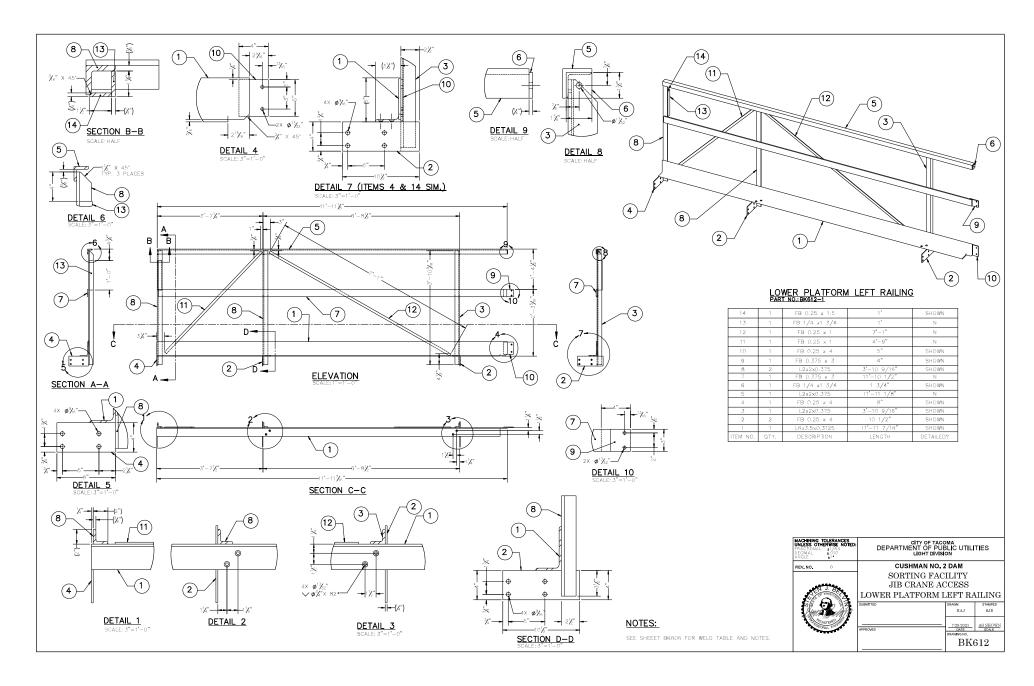
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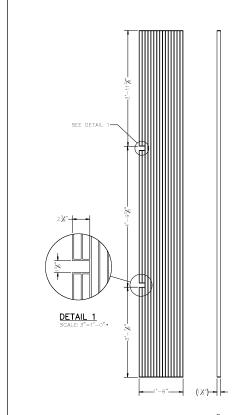
97/720211-115



9/7/2021 H-IS

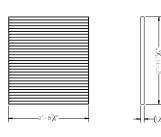


97/720211-115



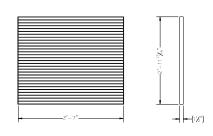
LOWER GRATING PANEL 18" WIDE

SCALE:1"=1'-0" PART NO.:BK613-4 MATERIAL: McNICHOLS 6702315234



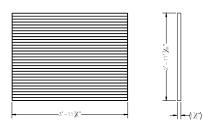
LOWER GRATING PANEL 36" WIDE X 32.5" LONG

SCALE: 1"=1"-0" PART NO.: BK613-6 MATERIAL: McNICHOLS 6702315234



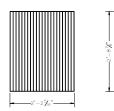
LOWER GRATING PANEL 36" WIDE X 43" LONG

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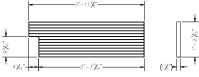
LOWER GRATING PANEL 36" WIDE X 47" LONG

SCALE:1"=1"-0" PART NO.:BK613-8 MATERIAL: McNICHOLS 670231534



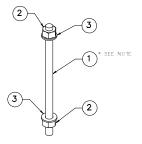
LOWER GRATING PANEL 26.5 INCH WIDE

SCALE:1"=1'-0" PART NO.:BK613-5 MATERIAL: McNICHOLS 6702315234



LOWER GRATING PANEL 6

SCALE:1"=1"-0" PART NO.:BK613-9 MATERIAL: McNICHOLS 6702315234



THREADED ROD ASSEMBLY

PART NO.:BK613-1 (9"), BK613-2 (7.5"), BK613-3 (6'

PART NO.:BK613-1 (9), BK613-2 (7.5), BK613-3 (6)				
3	2	1/2" PLAIN WASHER		
2	2	1/2-13UNC HEAVY HEX NUT		
1	1	1/2 -13UNC THREADED ROD	THREE LENGTHS REQUIRED, 6", 7.5" 9"	
ITEM NO.	QTY.	DESCRIPTION	*NOTE	

NOTES:

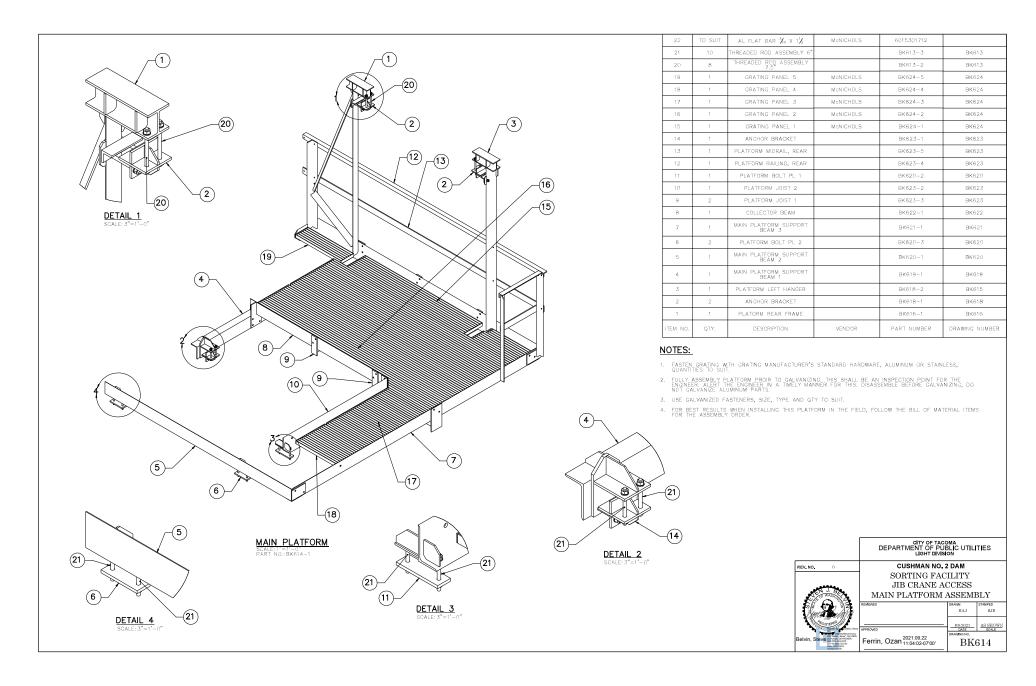
MACHINING TOLERANCES

- 1. WORK THIS DRAWING WITH BK603
- 2. PURCHASE EDGING FLAT BAR, QTY TO SUIT, SEE ITEM 23 IN THE B.O.M.

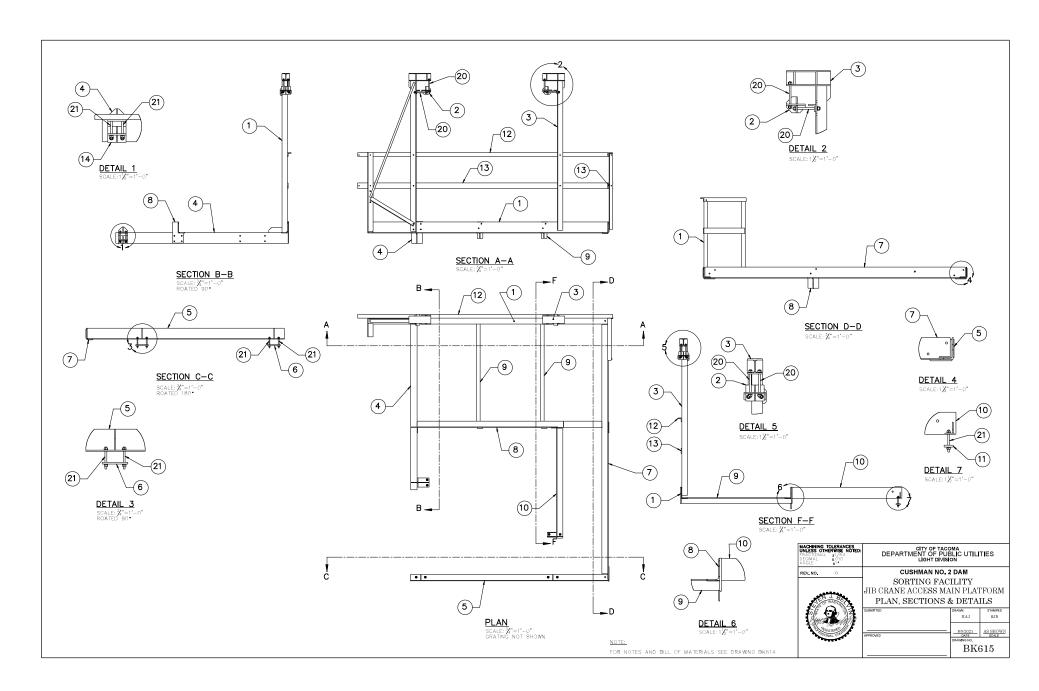
FRACTIONAL ±1/64 DECIMAL ±010 ANGLE ±1	DEPARTMENT OF PUBLIC UTILITIES LIGHT DIVISION		TIES
REV. NO. 0	CUSHMAN NO. 2	DAM	
	SORTING FACILITY		
	JIB CRANE ACCESS LOWER PLATFORM		
ALM JACK	GRATING & THREADED ROD ASS'Y		
¥QÀ	SUBMITTED	DRAWN KAJ	STAMPED SJB
ANN CONTRACTOR	APPROVED	7/29/2021 DATE DRAWING NO	AS SHOWN SCALE
Appendix.		BK	313

CITY OF TACOMA

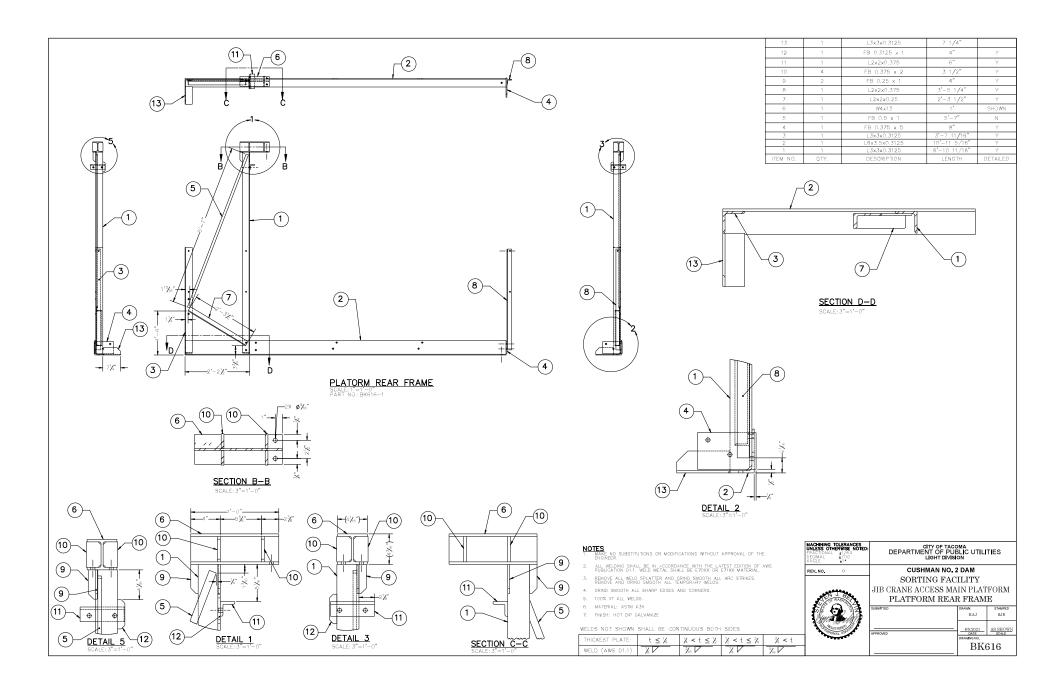
Lover Platform Assembly, SLDDRW



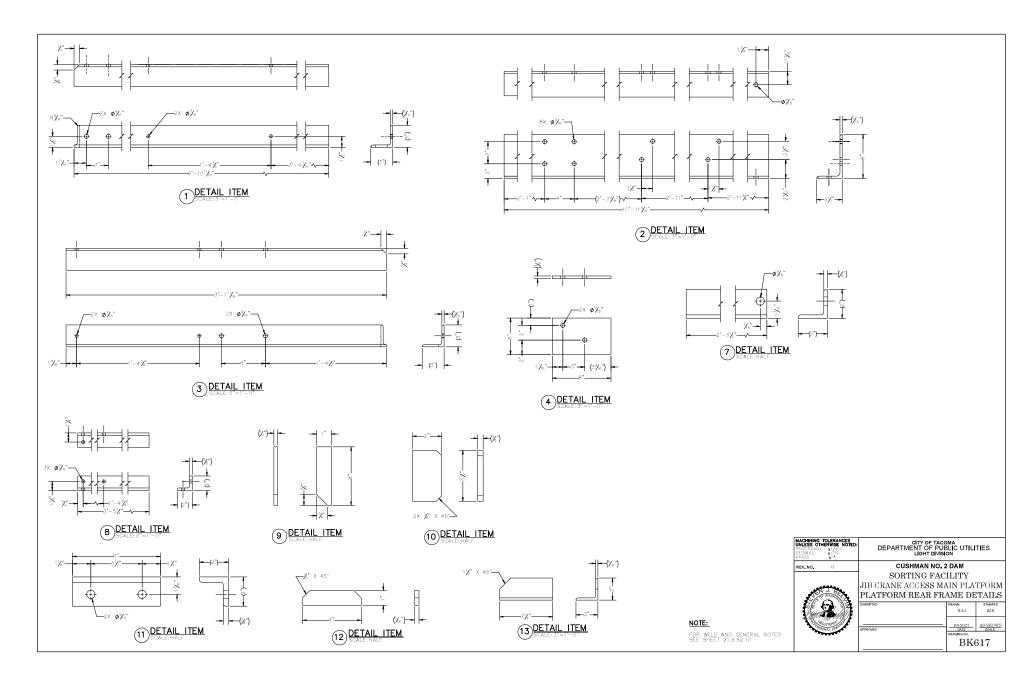
Platform, Main SLDPBW



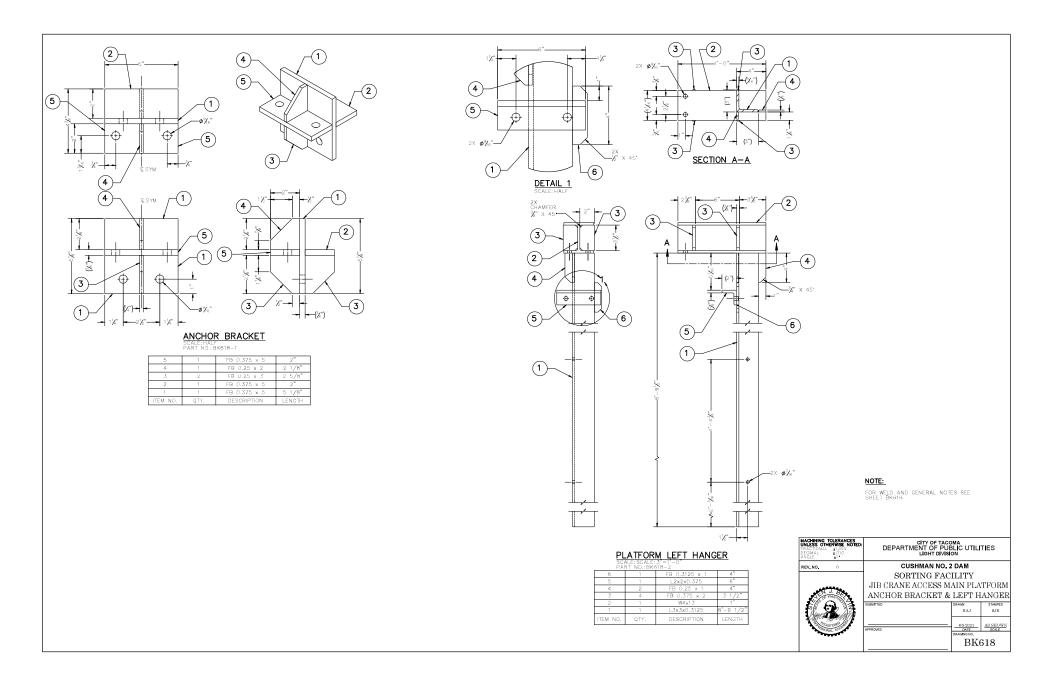
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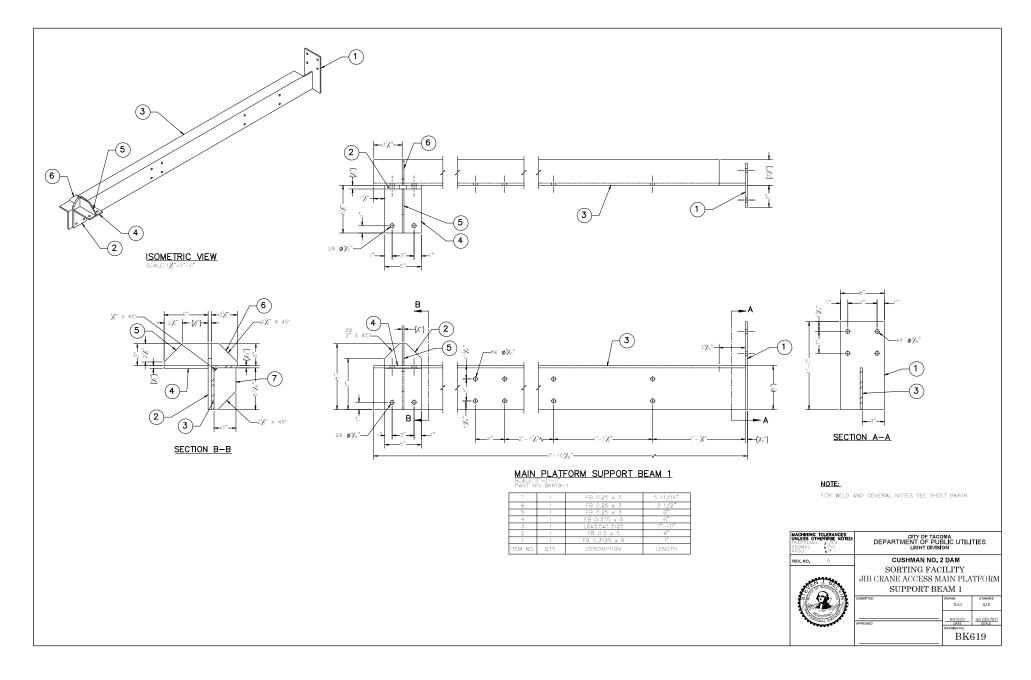
97/2002 1446



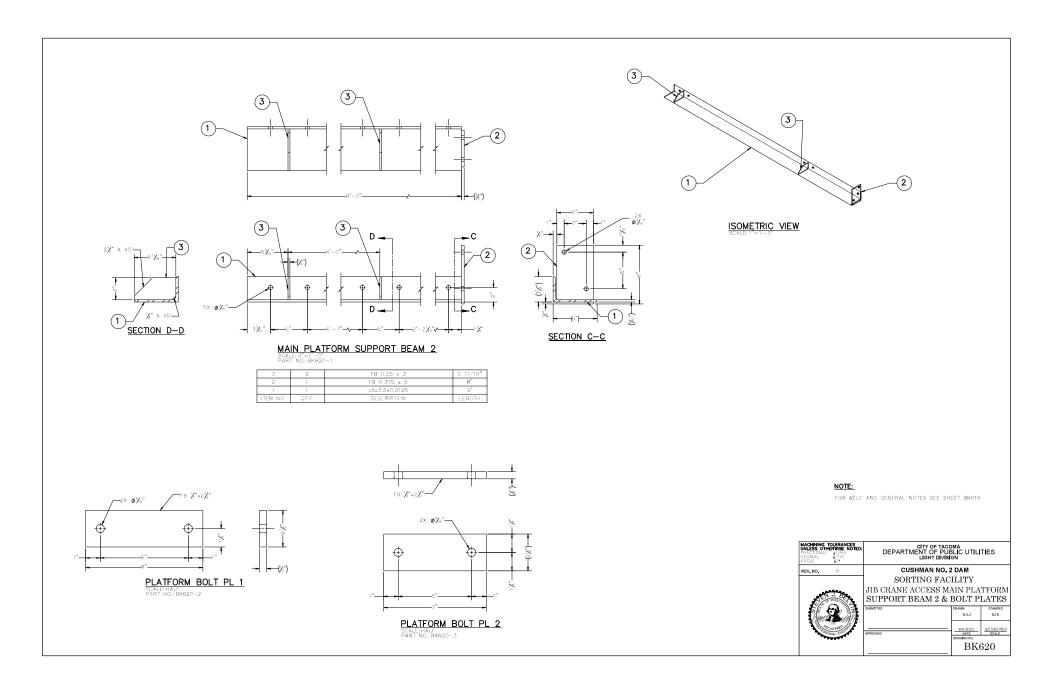
Platform, Nain's SLDPW



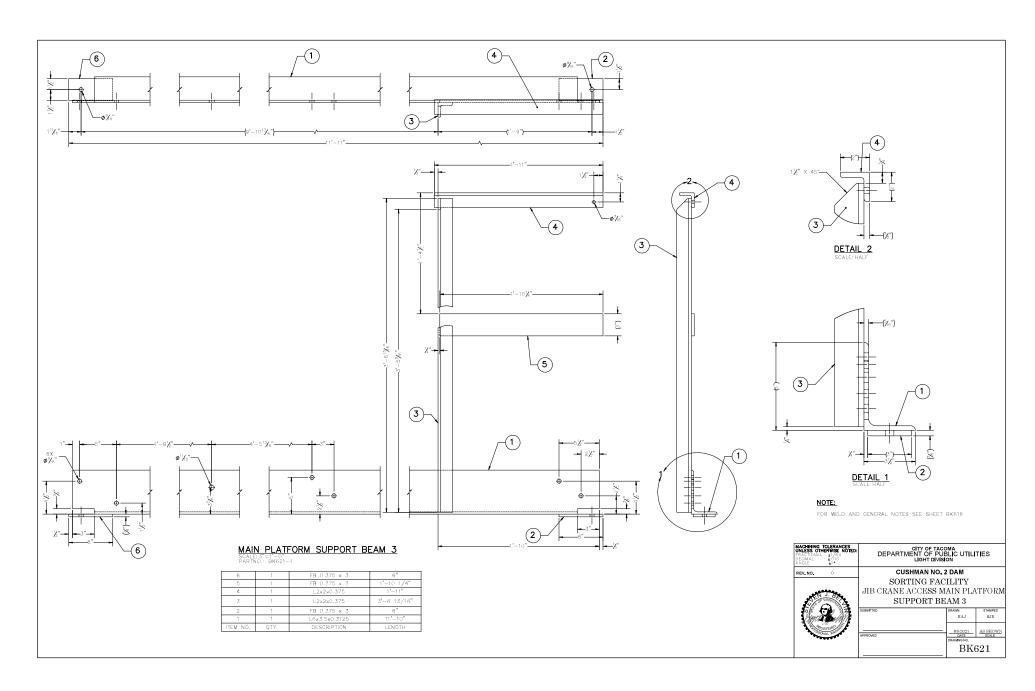
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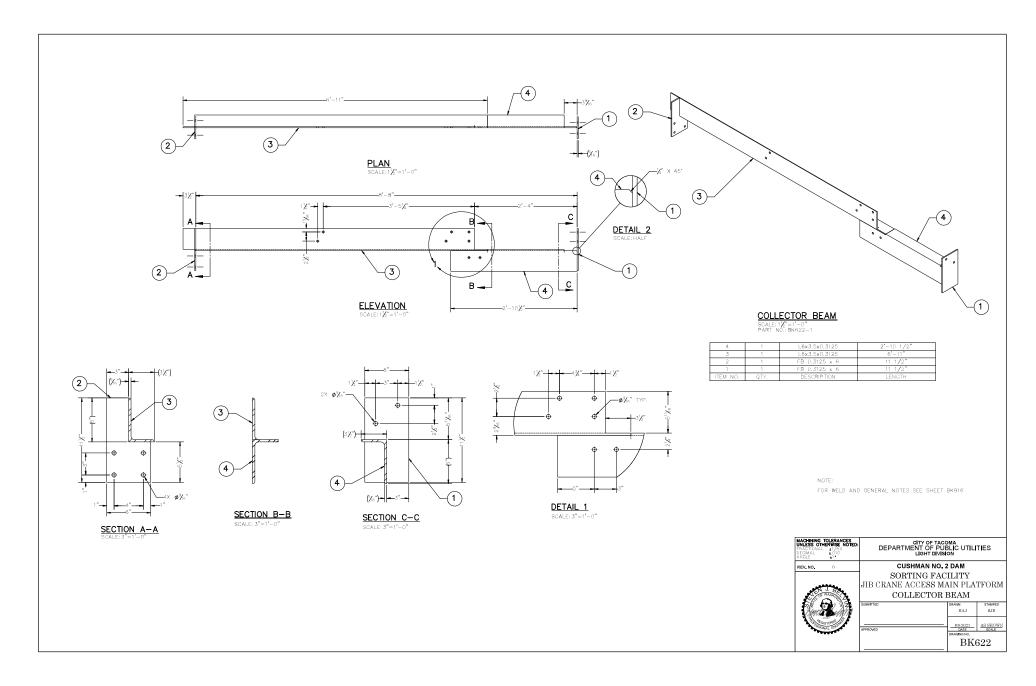
Platform, Main SLDPAW



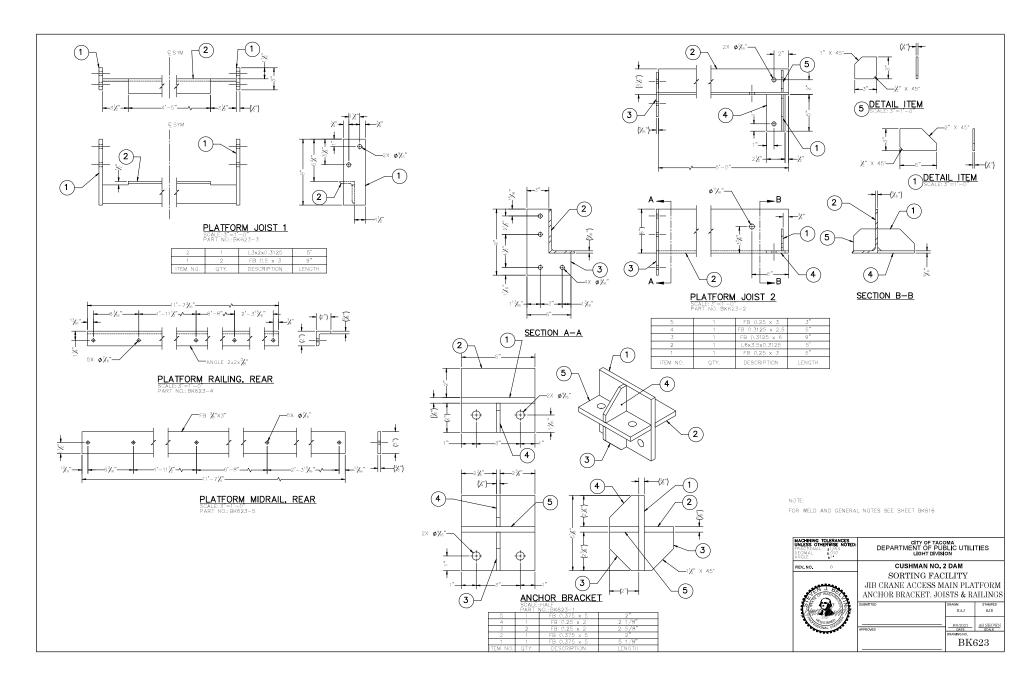
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Plotform, Main SLDRW

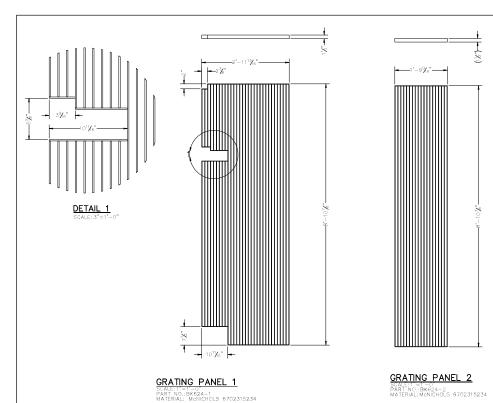


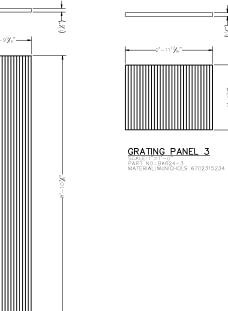
Platform, Main SLDPAW



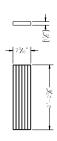
Platform, Main SLDPAW

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GRATING PANEL 4
SCALE:1"=1"-0"
PART NO::BK624-4
MATERIAL: MCNICHOLS 6702315234

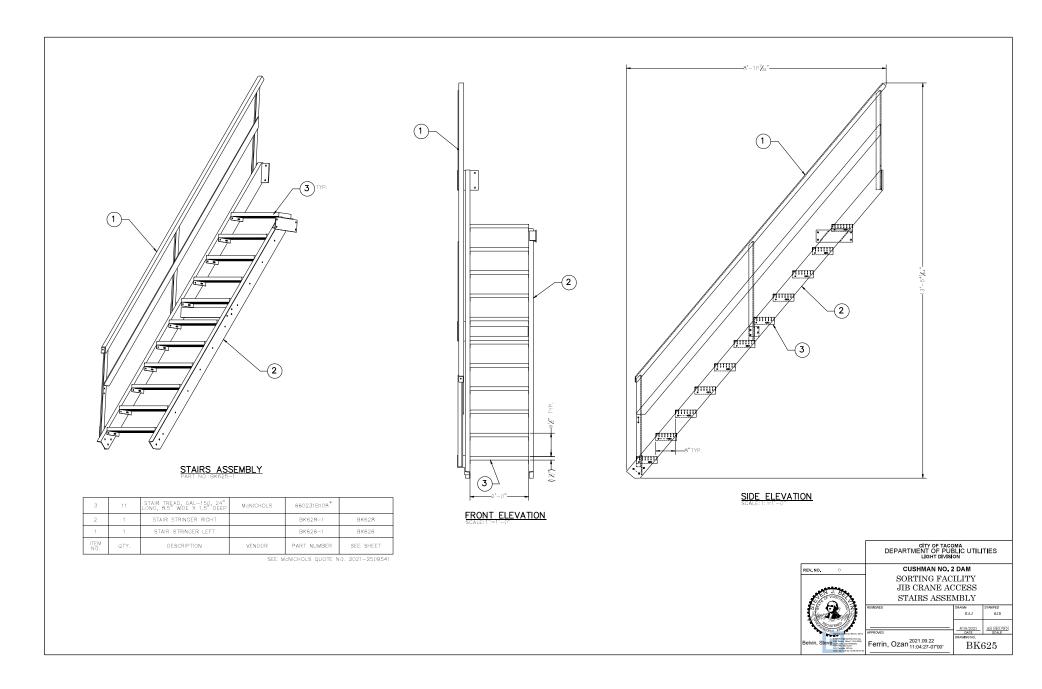
GRATING PANEL 5 SCALE:1"=1"-0" PART NO:BK624-5 MATERIAL: McNICHOLS 6702315234

NOTES:

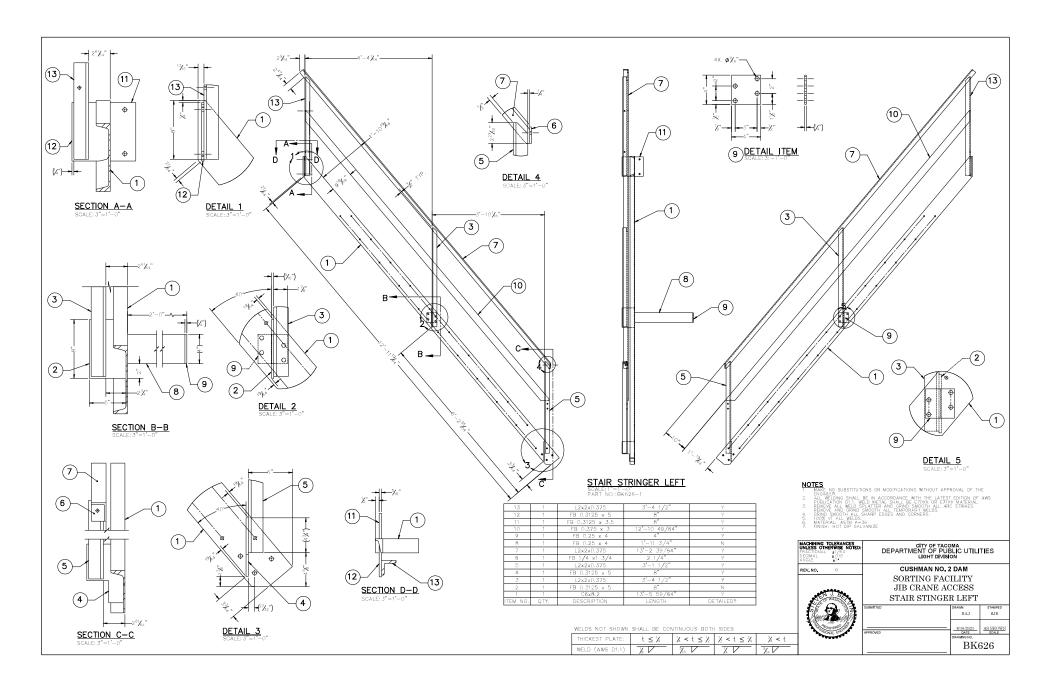
- 1. WORK THIS DRAWING WITH BK614
- 2. PURCHASING EDGING FLAT BAR, QTY. TO SUIT, SEE ITEM 22 IN THE B.O.M.

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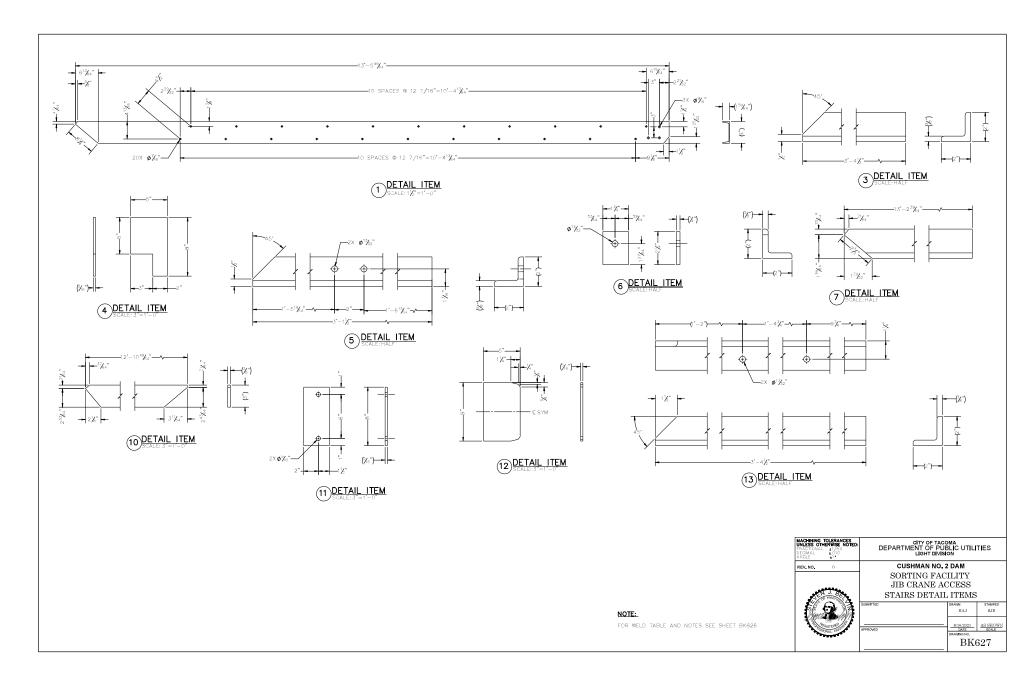


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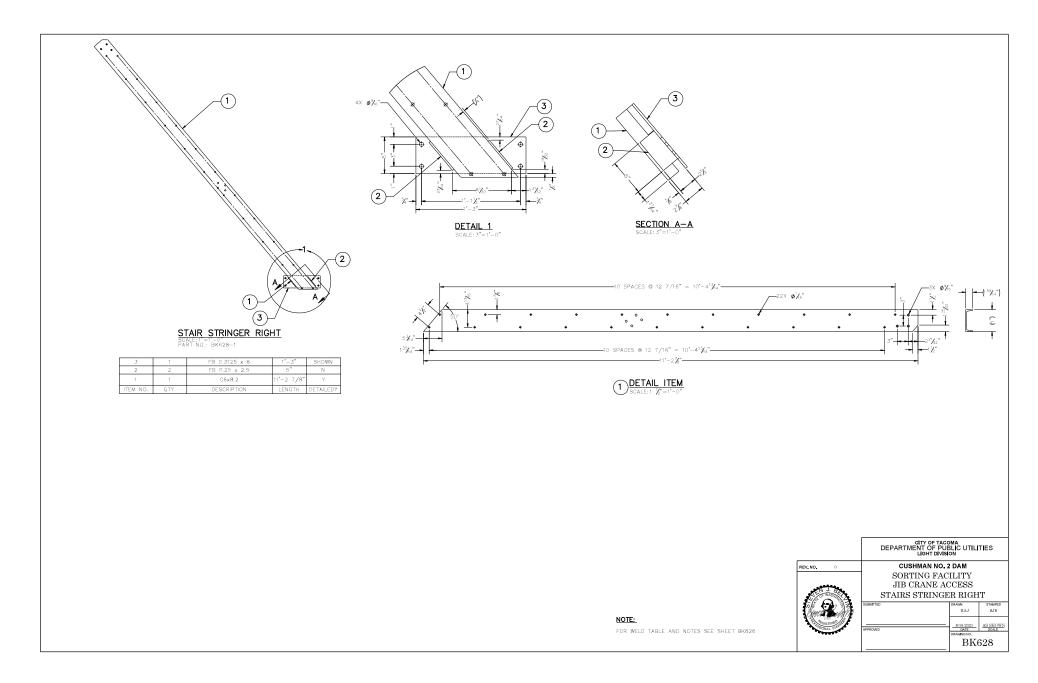


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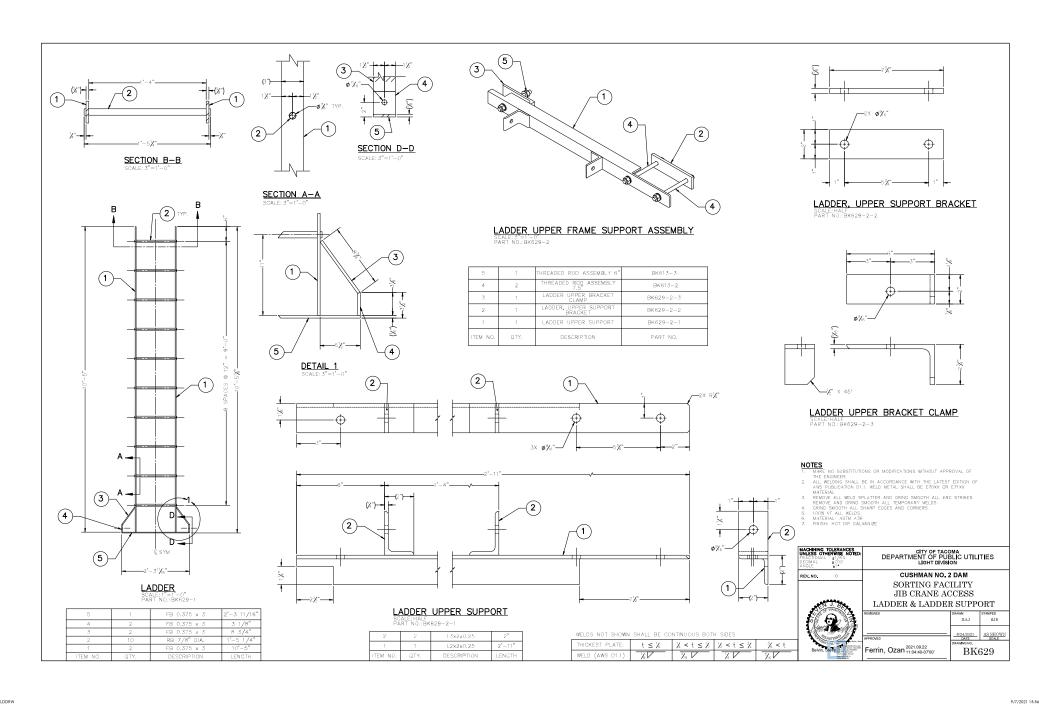
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Ladder.SLDDRW

APPENDIX B - BID DOCUMENTS

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC UTILITIES - TACOMA POWER

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bid 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 BID SPECIFICATION NO. PG22-0684N JIB Crane Platforms

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
Address	Printed Name and Title
City, State, Zip	(Area Code) Telephone Number / Fax Number
E-Mail Address E.I.No. / Federal Social Security Number Used on Quarterly	State Business License Number in WA, also known as UBI (Unified Business Identifier) Number
Federal Tax Return, U.S. Treasury Dept. Form 941	State Contractor's License Number (See Ch. 18.27, R.C.W.)
ddendum acknowledgement #1 =	#2 #3 #4 #5

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 04/07/2020

Name of Bidder	

PROPOSAL

	QUANTITY	BID <u>UNIT</u>	UNIT COST	TOTAL COST
ITEM 1 Jib Crane Platforms	1 Set	1	\$	\$
ITEM 2 *Force Account				\$ <u>10,000</u>
*Bidders shall include the \$_10,00	00 figure	as part of	their overall bid.	
TOTAL ITEMS 1 - 2				\$
Sales Tax @				\$
TOTAL AMOUNT				\$

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

Insurance Requirements
Template Revised 10/3/2019

Spec Number: PG22-0684N Page **1** of **4** 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.

Insurance Requirements
Template Revised 10/3/2019

- 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.

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. 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:

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

3.2 Workers' Compensation

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

3.3 Employers' Liability Insurance

Spec Number: PG22-0684N

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.

3.4 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.

Insurance Requirements Spec Number: PG22-0684N Template Revised 10/3/2019

CONTRACT

Resolution No. Contract No.

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

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

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":
 - 1. Specification No. [Spec Number] [Spec Title] together with all authorized addenda.
 - 2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 - 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.
 - If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 - 1. Contract, inclusive of Appendices A and B.
 - 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
 \$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

- VIII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

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

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

CITY OF TACOMA:	CONTRACTOR:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
(City	y of Tacoma use only - blank lines are intentional)	
Director of Finance:		_
Deputy/City Attorney (approv	ved as to form):	
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.

Supplies_PurchasedServices_PW Form No. SPEC-120A CW#######
Template Revised: 02/03/2022 Page 3 of 9

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

APPENDIX B—Sub-recipient information and requirements

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

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