



City of Tacoma, WA

**ENVIRONMENTAL SERVICES
SOLID WASTE MANAGEMENT**

REQUEST FOR BIDS

**HOUSEHOLD HAZARDOUS WASTE FACILITY MODERATE
RISK WASTE AND TRANSPORTATION SERVICES**

SPECIFICATION NO. ES24-0118F



**City of Tacoma
Environmental Services, Solid Waste Management**

**REQUEST FOR BIDS ES24-0118F
HOUSEHOLD HAZARDOUS WASTE FACILITY MODERATE RISK WASTE
AND TRANSPORTATION SERVICES**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 13, 2024

Submittals must be received by the City’s Procurement and Payables Division by 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

| | |
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| <p>By Email: sendbid@cityoftacoma.org Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.</p> <p>Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p> | <p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p> |
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. 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 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at 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.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@cityoftacoma.org immediately.

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: Transportation and management services to transport, store, and dispose of hazardous waste in accordance with local, state, and federal regulations.

Estimate: \$800,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

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 the contact listed below in the *Additional Information* section.

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 Stan Rowden II by email to srowden@cityoftacoma.org.

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




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

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SUBMITTAL CHECK LIST

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

| | |
|--|---|
| <p>The following items make up your complete electronic submittal package (include all the items below):</p> |  |
| <p>Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.</p> | |
| <p>Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.</p> | |
| <p>Record of Prior Contracts Minimum of 2 required (Appendix B)</p> | |
| <p>Statement of Qualifications (Appendix B)</p> | |
| <p>Moderate Risk Waste Ship-to Locations (Appendix B)</p> | |
| <p>Disposal Documentation Sample As described in Section 18 Disposal Documents Required</p> | |
| <p>Contractor Documentation Required As described in Section 1 Minimum Requirements</p> | |
| <p>After award, the following documents will be executed:</p> | |
| <p>City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.</p> | |
| <p>Certificate of Insurance and related endorsements (Appendix C) Shall be submitted with all required endorsements</p> | |
| <p>Environmental & Sustainability Management System (ESMS) Performance Form (See sample in Appendix C)</p> | |

1. MINIMUM REQUIREMENTS

Bidders shall have prior experience in providing the services required, as verifiable by reference checks, work history, and state records, and shall possess all permits, licenses, certifications, approvals, equipment, materials, and staff necessary to perform and/or carry out the requirements of this Bid and shall complete the Statement of Qualification Form. See Appendix B. The following information shall be requested by the City for the Bidder to submit:

- A. The name, location, Environmental Protection Agency/State Identification Number and related information for each Disposal Facility, recycler, fuel blender, cement kiln incinerator, hazardous waste landfill that will receive waste under this bid.
- B. Regulatory compliance histories which include information about any notices of violation, administrative orders, citation, or other enforcement action received within the past five (5) years from any regulatory agency. These histories shall be submitted for each proposed primary and backup Disposal Facility, recycler, fuel blender, cement kiln, hazardous waste incinerator, hazardous waste landfill that will receive waste under this bid.
- C. Any civil or criminal penalty imposed by court order or other action against a Bidder or subcontractor during the past five (5) years.
- D. The address of all disposal facilities and transfer facilities the Bidder intends to use to provide the services required to be included. See Appendix B.

2. STANDARD TERMS AND CONDITIONS

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

3. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. (See Appendix C)

4. DESCRIPTION OF WORK

The City of Tacoma (City) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for moderate risk waste disposal (MRW) and transportation. See Appendix A. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, qualification and availability.

5. ANTICIPATED CONTRACT TERM

The initial bid term will be three (3) years. Pricing shall remain fixed for an initial one-year (1) year term. Any price adjustments may take place as described in section 14. With concurrence of the Supplier, the City may extend the term up to two (2) additional three (3) year terms.

6. CALENDAR OF EVENTS

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

Contract may be issued after City Council approval.

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

| | |
|--------------------------------------|------------------|
| Posting Date: | 7/22/2024 |
| Question Deadline: | 7/29/2024 |
| City response to Questions: | 8/2/2024 |
| Submittal Due Date: | 8/13/2024 |
| Anticipated Award Date, on or about: | 8/20/2024 |
| City Council Approval, on or about: | 9/10/2024 |

7. INQUIRIES

- 7.1 Questions can be submitted to *Stan Rowden II*, Senior Buyer, via email to srowden@cityoftacoma.org. Subject line to read:
ES24-0118F – Household Hazardous Waste Facility Moderate Risk Waste and Transportation Services – *VENDOR NAME*
- 7.2 Questions are due by 3 pm on the date included in the Calendar of Events section.
- 7.3 Questions marked confidential will not be answered or included.
- 7.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 7.5 The answers are not typically considered an addendum.
- 7.6 The city will not be responsible for unsuccessful submittal of questions.
- 7.7 Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

8. PRE-BID MEETING

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

9. DISCLAIMER

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

10. RESPONSIVENESS

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

11. AWARD

Awardee shall be required to comply with 2 CFR part 25 and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

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

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

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

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

12. PICKUP

Pickup for disposal items described in this solicitation shall be no later than ten (10) business days after request for pickup unless otherwise mutually agreed upon by both parties.

Pricing shall include, pickup, freight included from the following location:

City of Tacoma Recovery and Transfer Center (RTC), Household Hazardous Waste Facility (HHW), 3510 S. Mullen Street, Tacoma WA 98409.

Other City departments may utilize this award in the future. The City reserves the right to add additional pickup locations, as needed.

Hours of operation shall be Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

13. PROMPT PAY DISCOUNT

Prompt payment discounts offered by Contractors shall be used to calculate the low bid provided the discount offered allows a minimum of 20 days for payment.

The number of days is calculated from the date of acceptance of goods or services or from the date a complete invoice is date stamped as received by the City of Tacoma, whichever event occurs last, and the check/warrant date.

If no discount is offered, the City's standard payment terms are Net 30 days. [OBJ]

14. PRICING

The unit prices offered shall include pickup of each shipment at the HHW and transport to each Disposal Facility or recycling facility identified in the Bid Proposal, waste handling, labor, material, equipment, subcontractor services, insurance, and fees and/or surcharges imposed by federal state or local statute.

Containers are to be provided by the Bidder for the Fish Tote w/liner. These containers shall be 48x45x31 size Fish Tote containers with a 4mm plastic liner. All other containers will be provided by the city. Unit of measure on "Gaylord" containers shall be 40x48x42.

Items under this schedule are pickup only. Pricing is only accepted for the unit of measure listed. Any line items not being bid on should be noted with a "N/A."

The City reserves the right to increase or decrease quantities purchased through this solicitation. The quantities shown are estimates for the anticipated purchase and not a guarantee of any particular dollar or volume. Quoted prices must be available for 60-days beyond the opening date, and then firm throughout the initial 12-month contract period and shall establish a base price against which vendor may request price adjustments at time of contract renewal. The unit price shall be all-inclusive and at no point, during the duration of this contract, will surcharges be permitted.

Request for Bids

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Template Revised: 07/23/2023

When requested by city, contractor shall work cooperatively with city to identify the best way to manage new waste categories. This includes determining the new profile, packaging, disposal option, price and end disposal facility. If authorized persons for both parties mutually agree to these details, the resulting new waste categories shall be automatically added to the contract. Contractor shall pick up, manage and invoice city for the manifested waste that conforms to the new profile and packaging.

15. PRICE ADJUSTMENTS

The City will consider price adjustments annually, when presented in advance, under the following conditions:

Vendor will be required to submit proposed price changes 60 days prior to the requested price increase. Written requests for price adjustments shall be submitted electronically to Solid Waste Payables and Contracts, attention Contract Manager at swpc@cityoftacoma.org.

Any proposed price increase to contract line items must be beyond the control of the vendor and supported by written documentation from the contractor indicating new hirer cost adjustments in effect.

Prices increases will be adjusted only to the amount of the cost increase to vendor. No adjustment will be made for vendor profit margin.

The City is entitled to any promotional pricing during the contract period which is lower than the pricing provided in the bid.

Price decreases shall immediately be passed onto the City.

Price shall remain firm for the initial 12-month contract period. However, nothing in this contract will prevent the vendor from charging a lower than quoted price.

Price increases may be passed along during a contract period if the increase is due to federally mandated regulations.

The City reserves the right to accept or reject all such price adjustments. Increase requests may be evaluated against various market conditions, Consumer Price Index Seattle to Bremerton, for the comparable period, state/federal regulations affecting production.

16. TERMINATION FOR DEFAULT

If the Contractor does not deliver work in accordance with the Bid, the Contractor fails to perform in the manner called for in the Bid, or the Contractor fails to comply with any material provisions or technical specifications of the Contract, the County may terminate this Bid, in whole or in part, for default upon ten (10) days written notice.

Default includes, but is not limited to:

- a. Handling of MRW at a Disposal Facility, fuel blender, cement kiln, incinerator, landfill, or other treatment facility not documented and pre-approved by the city.

- b. Failure to maintain insurance as required in Appendix C.
- c. Failure to provide timely documentation of treatment, fuel blending, incineration, recycling, or disposal at a hazardous waste landfill as required. (See Section 18 Disposal Documentation Requirements)

17. SUBCONTRACTORS

Bidder shall ensure that each subcontractor of every tier obtain at a minimum the same insurance coverage and limits as stated herein for the Bidder. At the request of the City, the Bidder shall provide evidence of such insurance.

18. PERFORMANCE REQUIREMENTS

It is the intent of these specifications to describe the minimum acceptable performance standards for Contractors to pick up, transport and dispose of MRW which is collected and packaged at the City of Tacoma HHW. Household hazardous waste (HHW) collected at City sponsored HHW-mobile events, satellite drop-off sites and City solid waste facilities are processed at the HHW and included in this bid request.

The contractor shall competently and efficiently supervise and direct all activities necessary to fulfill the requirements of the contract. The contractor shall accomplish all services in a timely and appropriate manner, and, at no additional expenses to the City, comply with all applicable laws affecting performance of the contract, including but not limited to all federal and state laws, county and city ordinances, environmental or safety law, implementing regulations, and governmental orders, permits, licenses, approvals, and authorizations. Any subcontracted work is subject to the provisions outlined in the contract and the contractor is responsible for the prompt, efficient and lawful performance of such work.

The contractor shall be required to support and maintain the necessary resources to and provide sufficient trained personnel to perform the specified work and the terms and conditions of this bid.

Contractor's personnel shall have visible company identification while on City property.

All contractor services provided under this contract will be completed in compliance with the following:

1. Titles 29, 40, 49 of the Code of Federal Regulations.
2. Chapters 173, and 296 of the Washington State Administrative Code.

At the City's request, contractor shall provide proof of compliance with any state and local requirements or documentation of any notices of violation, administrative orders, citations, or other enforcement actions. At the City's request, Contractor shall provide site walk through.

19. DISPOSAL DOCUMENTATION REQUIRED

Required documentation of disposal will include manifest tracking from the city to the ultimate disposal facility for all items picked-up. Documentation must be provided to the division representative within 90 days of final treatment, recycling, beneficial re-use, incineration, or disposal at a hazardous waste landfill of all waste received by a Contractor. Proof of final disposition of all waste is required.

Bidders shall provide a sample of their current documentation.

20. REFERENCES

List the names and addresses of two (2) customers, for whom the bidder has performed or provided similar goods and/or services, preferably in Washington State, for a period not less than one (1) year. Include dates, contact persons, and telephone numbers. Should any reference submitted by a bidder be found unsatisfactory, City of Tacoma, at its sole option, may reject that bidder's bid. City of Tacoma shall be the sole judge in determining a satisfactory/unsatisfactory reference response. Record of Prior Contracts Form in Appendix B.

21. COMPLIANCE WITH SPECIFICATIONS

Any product or service 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.

22. 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.

23. OTHER PUBLIC AGENCY ORDERS

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

24. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

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

- Durability, reusability, or refillable
- Pollutant releases, especially persistent bio accumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used.
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon.
- Recycled content
- Energy and water resource efficiency

25. EQUITY IN CONTRACTING

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

APPENDIX A – SCOPE OF WORK

A. SCOPE OF WORK

The contractor is required to supply all equipment, testing, labor, paperwork, labels, and transportation necessary to collect used hazardous waste from the City's Household Hazardous Waste Facility (HHW), City sponsored sites, City co-sponsored sites and transport to appropriate permitted treatment, storage, and disposal facilities.

The contractor may collect hazardous waste from satellite collection events co-sponsored by the city. This may require collection of hazardous waste at sites outside the Tacoma city limits, possibly in the outlying areas of Pierce County. The city will provide the contractor with a minimum of two weeks' notice prior to the event. The contractor is allowed to add additional charges for this service as identified in the price proposal form.

When needed, emergency collection services will be provided within 24 hours after notification by the city. The contractor is allowed to add additional charges for these services as identified in the Price proposal form.

B. ENVIRONMENTAL & SUSTAINABILITY MANAGEMENT SYSTEM (ESMS) PERFORMANCE

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

- Potential Spills
- Fire Hazards
- Air Emissions
- Recycling Contamination

Consultants, contractors and vendors must ensure that their activities do not negatively affect the Significant Environment Aspects.

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

General Safety Rules

- Restricted Access – Consultants, contractors and vendors shall stay within the designated areas.
- Smoking – Smoking is prohibited onsite and only allowed in designated areas.
- Eye and Hearing Protection – Eye and hearing protection is required in designated areas.

- Accidents, near misses, and first aid – Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to City employees.
- Drugs and Alcohol – Alcoholic beverages and illicit drugs are prohibited on City property.
- Guns – Consultants and contractors are prohibited from carrying guns on City property.
- Emergency Procedures – Follow directions announced by City staff. To report a fire or emergency, contact any SWM employee.
- Vehicle Safety – Be aware and cautious of vehicle and pedestrian traffic.

Training will be provided for selected lead contractors. The expectation is that all sub-contractors are trained by the lead contractors. The training is approximately 30 minutes in length. The expectation following training will be signing an agreement acknowledging you have read and understand this information. The agreement must be signed prior to starting work at the site. It is the responsibility of the contracting company to ensure anyone working for or on your behalf adhere to these requirements. The Environmental Policy and the Contractor/Vendor Acknowledgement and Agreement are located in Appendix C.

C. COLLECTION AND TRANSPORTATION

The contractor will provide all labor, paperwork, and necessary transportation services required to meet the needs of the City's as outlined in this specification.

The contractor will take title to and sole custody of the moderate risk waste, when the task of loading has been completed and the appropriate shipping document has been approved and signed by an authorized City representative.

The contractor will utilize proper shipping documents for the removal of moderate risk waste that meet local, state and federal regulations.

The contractor is responsible for marking its own transportation vehicles in accordance with the United States Department of transportation (USDOT) regulations, Hazardous Materials Regulations (HRM), 49 Code of Federal Regulations (CFR). Marking required by USDOT regulations will be provided by the contractor at no additional charge to the City.

The contractor will prepare and maintain all required documents as required for transportation of materials under this contract. All vehicles used for transport of waste under the contract must be equipped with appropriate placards, spill cleanup kits, spill containment and loading mechanisms, and must meet the requirements of 49 CFR.

D. SPILL PREVENTION CONTROL AND COUNTERMEASURE

Contractor must have a written Spill Prevention Control and Countermeasure Plan (SPCC) in place throughout the life of the contract, including but not limited to personnel training and best management practices (BMPs), and shall provide a copy to the City promptly upon request. In addition to any reporting or notifications otherwise required by law, the contractor must report any spill or other incidents relating to moderate risk waste immediately to the respective site contact as identified in Appendix B as well as the contract administrator.

The contractor is solely responsible for any and all spills or leaks, except those caused by the sole negligence of the City, which occur during the performance of the contract. Except for spills or leaks caused by the sole negligence of the City, the contractor shall contain and clean up at no additional cost to the City, any and all spills or leaks to the satisfaction of the City and in a manner that complies with all applicable regulations. At reasonable cost to the City, the contractor shall contain and clean up any and all spills or leaks caused by the sole negligence of the City to the satisfaction of the City and in a manner that complies with all applicable regulations.

The contractor must immediately report all spills and leaks by telephone to the division representative, as designated by the city for this purpose. This telephone report shall convey all the information contained in the Spill Telephone Report Form. A written detailed follow-up report shall be submitted to and received by the department representative within ten (10) business days of the spill and shall include at least the following information: a description of the waste spilled, the amount spilled, the spill containment and cleanup procedures initiated, and a summary of any communications with press or governmental entities.

The contractor shall also report all spills and leaks by telephone to the City's Environmental Services Source Control (ESSC) at 253-502-2222 and National Response Center/US EPA 800-424-8802.

E. WASTE HANDLING FACILITY

The City shall be informed of any changes made during the term of this contract which would affect the collection or end use of city-generated moderate risk waste. Failure to regularly provide service as outlined in this specification may result in termination of this agreement.

The contractor shall be responsible for the storage and treatment of moderate risk waste and all services shall be performed at a permitted Treatment, Storage and Disposal Facility (TSDF), as required by law.

The contractor shall be responsible for identification, removal, disposal and reporting of any and all hazardous materials resulting from these services including, any other hazardous materials described in the Resource Conservation and Recovery Act (RCRA) as described in the Code of Federal Regulations (CFR) 40, and all other federal, state and local waste disposal and waste management regulations.

The contractor shall be responsible for the proper notification, handling, transportation, disposal and reporting of any and all used oil contaminated with PCBs. These activities shall be in compliance with 40 CFR Part 761, promulgated under Section 6(e) of the Toxics Substance Control Act (TSCA).

The city will only be responsible for costs related to the collection, treatment, storage and/or disposal of moderate risk waste. Other charges or costs not listed on the price proposal form will not be accepted. The contractor is required to submit a schedule of values for all services related to the collection, treatment, storage and/or disposal of moderate risk waste and is subject to review and approval by the contract administrator prior to acceptance by the City.

APPENDIX B – BID SUBMITTAL DOCUMENTS

Signature Page

Price Proposal Form

Record of Prior Contracts

Statement of Qualifications

Moderate Risk Waste Ship-to Locations

SIGNATURE PAGE

**CITY OF TACOMA
Environmental Services, Solid Waste Management**

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. ES24-0118F
HOUSEHOLD HAZARDOUS WASTE FACILITY MODERATE RISK WASTE AND
TRANSPORTATION SERVICES**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

**Price Proposal
Specification ES24-0118F**

Vendor Name: _____

Bidder agrees to furnish the following FOB Destination freight prepaid and allowed, City of Tacoma, Recovery & Transfer Center, 3510 South Mullen St. Tacoma, WA 98409.

Enter the cost (Unit Price) for each item below. The unit price and total cost must be shown in the spaced provided. Total cost shall be determined by multiplying the unit price by the estimated quantity (Qty). Unit costs shall be all-inclusive and include all components needed for the delivery of the goods and services as described in this solicitation.

Items 1 through 104 are required and will be used to determine low bid.

| Item No. | Description | Estimated Qty Per Year | Unit Of Measure | Unit Price | Total Cost |
|----------|--|------------------------|-----------------|------------|------------|
| 1 | Alternate fuel <3 Sludge (<3% halogens) BTU > 5000, 30-Gallon Drum | 1 | EA | \$ | \$ |
| 2 | Alternate fuel <3 Sludge (<3% halogens) BTU > 5000, 55-Gallon Drum | 188 | EA | \$ | \$ |
| 3 | Alternate fuel 0-25% sludge (<3% halogens) BTU > 5000, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 4 | Alternate fuel 25-50% sludge (< 3% halogens) BTU > 8000, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 5 | Alternate fuel >50% sludge (<3% halogens) BTU >10000, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 6 | Alternate fuel >50% sludge (<3% halogens) BTU >10000, 85-Gallon Drum | 1 | EA | \$ | \$ |
| 7 | Alternate fuel <3 sludge <3% halogens non-Regulated BTU > 5000, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 8 | Loosepack Flammable, 55-Gallon Drum | 110 | EA | \$ | \$ |
| 9 | Loosepack Flammable, Box | 38 | EA | \$ | \$ |
| 10 | Aerosols Cans of Paints Solvents for Depressurization and Fuel Blending RCRA, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 11 | Aerosols Cans of Paints Solvents for Depressurization and Fuel Blending RCRA, Box | 1 | EA | \$ | \$ |
| 12 | (Dispersable) >5000 BTU/lb for Fuels Blend, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 13 | (Dispersable) >5000 BTU/lb for Fuels Blend, 85-Gallon Drum | 1 | EA | \$ | \$ |
| 14 | Aerosols Pesticide Adhesive Corrosive, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 15 | Aerosols Pesticide Adhesive Corrosive, Box | 58 | EA | \$ | \$ |
| 16 | Liquids - Pesticide Solutions, 30-Gallon Drum | 1 | EA | \$ | \$ |
| 17 | Liquids - Pesticide Solutions, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 18 | Liquids - Waters (Lean) < 5% Chlorinated Solvents <2500 BTU, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 19 | Oxidizers Solids/Liquids for Incineration, 15-Gallon Drum | 1 | EA | \$ | \$ |
| 20 | Oxidizers Solids/Liquids for Incineration, 55-Gallon Drum | 6 | EA | \$ | \$ |

| Item No. | Description | Qty Per Year | Unit Of Measure | Unit Price | Total Cost |
|----------|--|--------------|-----------------|------------|------------|
| 21 | Oxidizers Solids/Liquids for Incineration, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 22 | Lab Pack Incineration Organic Acids, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 23 | Lab Pack Incineration Organic Bases, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 24 | Lab Pack Incineration Organic Bases, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 25 | Lab Pack Incineration Pesticides, 55-Gallon Drum | 188 | EA | \$ | \$ |
| 26 | Lab Pack Incineration Pesticides, 5-Gallon Drum | 2 | EA | \$ | \$ |
| 27 | Lab Pack Incineration Pesticides, BOX-Gallon Drum | 12 | EA | \$ | \$ |
| 28 | Lab Pack Incineration Organic Poisons, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 29 | Lab Pack Incineration Organic Poisons, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 30 | Labpack Reactive (D003) PIH Chemicals P Listed Chemicals, Lb | 1 | EA | \$ | \$ |
| 31 | Labpack Reactive (D003) PIH Chemicals P Listed Chemicals, 5-Gallon Drum Minimum | 1 | EA | \$ | \$ |
| 32 | Lab Pack, Incineration, Flammable Solids (DOT 4.1), R5-gallon drum | 1 | EA | \$ | \$ |
| 33 | Lab Pack Incineration Spontaneously Combustible (DOT 4.2), Rate per Lb. | 1 | EA | \$ | \$ |
| 34 | Lab Pack Incineration Spontaneously Combustible (DOT 4.2), 5-Gallon Drum Minimum | 1 | EA | \$ | \$ |
| 35 | Lab Pack Incineration Reactive Organic Peroxides (DOT 5.2), Rate per Lb. | 1 | EA | \$ | \$ |
| 36 | Lab Pack Incineration Reactive Organic Peroxides (DOT 5.2), 5-Gallon Drum Minimum | 1 | EA | \$ | \$ |
| 37 | Lab Pack Incineration Water Reactives (DOT 4.3) | 1 | EA | \$ | \$ |
| 38 | Lab Pack Incineration Water Reactives (DOT 4.3), 5-Gallon Drum | 1 | EA | \$ | \$ |
| 39 | Lab Pack Incineration Water Reactives (DOT 4.3), 15-Gallon Drum | 1 | EA | \$ | \$ |
| 40 | Lab Pack Incineration Water Reactives (DOT 4.3), 30-Gallon Drum | 1 | EA | \$ | \$ |
| 41 | Cigarette Lighters for Incineration, Rate per Lb. | 1 | EA | \$ | \$ |
| 42 | Cigarette Lighters for Incineration, 5-Gallon Drum, Minimum Price | 8 | EA | \$ | \$ |
| 43 | Reactive and/or Non-Compatible Liquids (Isocyanates) for Incineration, 55-Gallon Drum, Minimum Price | 1 | EA | \$ | \$ |
| 44 | Reactive and/or Non-Compatible Liquids (Isocyanates) for Incineration, Lb. | 1 | EA | \$ | \$ |
| 45 | Acidic Corrosive Liquids for Neutralization & Incineration or Direct Incineration, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 46 | Acidic Corrosive Liquids for Neutralization & Incineration or Direct Incineration, 15-Gallon Drum | 1 | EA | \$ | \$ |
| 47 | Acidic Corrosive Liquids for Neutralization & Incineration or Direct Incineration, 30-Gallon Drum | 1 | EA | \$ | \$ |
| 48 | Acidic Corrosive Liquids for Neutralization & Incineration or Direct Incineration, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 49 | Alkaline Corrosive Liquids for Neutralization & Incineration or Direct Incineration, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 50 | (Loosepack) - Sharps, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 51 | PCB Ballast or Capacitors for Incineration, Lb. | 1 | EA | \$ | \$ |

| Item No. | Description | Estimated Qty Per Year | Unit Of Measure | Unit Price | Total Cost |
|----------|---|------------------------|-----------------|------------|------------|
| 52 | PCB Ballast or Capacitors for Incineration, 5-Gallon Drum minimum price | 1 | EA | \$ | \$ |
| 53 | PCB Ballast or Capacitors for TSCA Landfill, 55-Gallon Drum | 4 | EA | \$ | \$ |
| 54 | PCB Ballast or Capacitors for TSCA Landfill, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 55 | Mercury Compounds Inorganic Salts Only, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 56 | Metallic Mercury Pourable, 5-Gallon Drum, Minimum Price | 1 | EA | \$ | \$ |
| 57 | Metallic Mercury Pourable, Lb. | 1 | EA | \$ | \$ |
| 58 | Mercury Contained in Manufactured Articles or Dirt, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 59 | Mercury Contained in Manufactured Articles or Dirt, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 60 | Treatable oxidizers, (Solid, Class A) 30-Gallon Drum | 1 | EA | \$ | \$ |
| 61 | Treatable Oxidizer Labpack, 30-Gallon Drum | 1 | EA | \$ | \$ |
| 62 | Treatable Oxidizer Labpack, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 63 | Treatable Oxidizer Labpack, 5-Gallon Drum | 2 | EA | \$ | \$ |
| 64 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load < 10% for Treatment, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 65 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load < 10% for Treatment, 15-Gallon Drum | 1 | EA | \$ | \$ |
| 66 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load <10% for Treatment, 30-Gallon Drum | 1 | EA | \$ | \$ |
| 67 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load <10% for Treatment, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 68 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load <10% for Treatment, 85-Gallon Drum | 1 | EA | \$ | \$ |
| 69 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load <10% for Treatment, 275-Gallon Drum | 1 | EA | \$ | \$ |
| 70 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 11 - 50% for Treatment, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 71 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 11 - 50% for Treatment, 15-Gallon Drum | 1 | EA | \$ | \$ |
| 72 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 11 - 50% for Treatment, 30-Gallon Drum | 1 | EA | \$ | \$ |
| 73 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 11-50% for Treatment, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 74 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 11-50% for Treatment, 85-Gallon Drum | 1 | EA | \$ | \$ |
| 75 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 11-50% for Treatment, 275-Gallon Drum | 1 | EA | \$ | \$ |
| 76 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 51 - 100% for Treatment, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 77 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 51 - 100% for Treatment, 15-Gallon Drum | 1 | EA | \$ | \$ |
| 78 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 51-100% for Treatment, 30-Gallon Drum | 1 | EA | \$ | \$ |
| 79 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 51-100% for Treatment, 55-Gallon Drum | 1 | EA | \$ | \$ |

| Item No. | Description | Estimated Qty Per Year | Unit Of Measure | Unit Price | Total Cost |
|-------------------------------------|--|------------------------|-----------------|------------|------------|
| 80 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 51-100% for Treatment, 85-Gallon Drum | 1 | EA | \$ | \$ |
| 81 | Acid Waste Water (Non-Chromic D002-D011) Caustic Load 51-100% for Treatment, 275-Gallon Drum | 1 | EA | \$ | \$ |
| 82 | Alkaline Waste Water (Non-Chromic D002-D011) Acid Load <10% for Treatment, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 83 | Alkaline Waste Water (Non-Chromic D002-D011) Acid Load 11-25% for Treatment, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 84 | Alkaline Waste Water (Non-Chromic D002-D011) Acid Load 26-50% for Treatment, 55-Gallon Drum | 1 | EA | \$ | \$ |
| 85 | Lab Pack Treatment Inorganic Acids, 55-Gallon Drum | 44 | EA | \$ | \$ |
| 86 | Lab Pack Treatment Inorganic Acids, 5-Gallon Drum | 4 | EA | \$ | \$ |
| 87 | Lab Pack Treatment Inorganic Acids, Box | 20 | EA | \$ | \$ |
| 88 | Lab Pack Treatment Inorganic Bases, 15-Gallon Drum | 1 | EA | \$ | \$ |
| 89 | Lab Pack Treatment Inorganic Bases, 55-Gallon Drum | 108 | EA | \$ | \$ |
| 90 | Lab Pack Treatment Inorganic Bases, 5-Gallon Drum | 1 | EA | \$ | \$ |
| 91 | Transportation minimum | 12 | EA | \$ | \$ |
| 92 | Demurrage One-Hour Free | 1 | EA | \$ | \$ |
| 93 | Box Van Dedicated Load | 1 | EA | \$ | \$ |
| 94 | Rate for Pick-ups | 1 | EA | \$ | \$ |
| 95 | Cancellation Fee | 1 | EA | \$ | \$ |
| 96 | EPA E-Manifest Fee | 1 | EA | \$ | \$ |
| 97 | Environmental & Insurance Fee (E&I) | 12 | % | \$ | \$ |
| 98 | Manifest Discrepancy/Paperwork Error | 1 | EA | \$ | \$ |
| 99 | Overpack Handling Fee | 1 | EA | \$ | \$ |
| 100 | 24-Hour Rush Profile Fee | 1 | EA | \$ | \$ |
| 101 | Rejection Fee | 1 | EA | \$ | \$ |
| 102 | Repacking/Overpacking Fee | 1 | EA | \$ | \$ |
| 103 | Off Spec/ Discrepant - Storage Fee | 1 | EA | \$ | \$ |
| 104 | Training | 1 | EA | \$ | \$ |
| Total Base Bid (Items 1-104) | | | | | |

Items 105-130 are optional and will not be used to determine low bid.

| Item | Optional Items *Items in this section will not | Qty | Unit Of | Unit Price |
|------|--|-----|---------|------------|
| 105 | Drum Metal 10-Gallon Recon Open Top | 1 | EA | \$ |
| 106 | Drum Metal 30-Gallon New Closed Top | 1 | EA | |
| 107 | Drum Metal 30-Gallon Used Closed Top | 1 | EA | |
| 108 | Drum Metal 30-Gallon New Open Top | 1 | EA | |
| 109 | Drum Metal 30-Gallon Used Open Top | 1 | EA | |
| 110 | Drum Metal 55-Gallon New Closed Top | 1 | EA | |
| 111 | Drum Metal 55-Gallon Used Closed Top | 1 | EA | |
| 112 | Drum Metal 55-Gallon New Open Top | 1 | EA | |
| 113 | Drum Metal 55-Gallon Used Open Top | 1 | EA | |
| 114 | Drum Metal 85-Gallon Overpack New Open Top | 1 | EA | |
| 115 | Drum Metal 85-Gallon Overpack Used Open Top | 1 | EA | |
| 116 | Drum Poly 5-Gallon Recon Open Top | 1 | EA | |
| 117 | Drum Poly 5-Gallon New Open Top | 1 | EA | |
| 118 | Drum Poly 15-Gallon New Open Top | 1 | EA | |
| 119 | Drum Poly 15-Gallon Used Open Top | 1 | EA | |
| 120 | Drum Poly 30-Gallon Recon Open Top | 1 | EA | |
| 121 | Drum Poly 30-Gallon New Open Top | 1 | EA | |
| 122 | Drum Poly 55-Gallon New Closed Top | 1 | EA | |
| 123 | Drum Poly 55-Gallon Used Closed Top | 1 | EA | |
| 124 | Drum Poly 55-Gallon New Open Top | 1 | EA | |
| 125 | Drum Poly 55-Gallon Used Open Top | 1 | EA | |
| 126 | Drum Poly 85-Gallon Overpack New Open Top | 1 | EA | |
| 127 | Drum Poly 85-Gallon Overpack Recon Open Top | 1 | EA | |
| 128 | Liner Drum, 4-mil. | 1 | EA | |
| 129 | Fish Tote, Reusable for Paint Collection | 1 | EA | |
| 130 | Absorbent Bags | 1 | EA | |

Standard payment terms: net 30.

Prompt payment discount ____% ____ days.

Does your company accept a procurement card? Yes No

If yes, 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.

RECORD OF PRIOR CONTRACTS

NAME _____ **ADDRESS** _____

Type of Work _____ **Specification No.** _____

| Beginning Date | Completion Date | Contract With | Contact Person Phone # | Amount of Contract |
|-----------------------|------------------------|----------------------|-----------------------------------|---------------------------|
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Remarks: _____

Household Hazardous Waste Facility Moderate Risk Waste & Transportation Services

ES24-0118F

Moderate Risk Waste Ship-To Locations

Bidder: _____

| Location # | Ship-To Address | City | State | Zip Code | Days/Hours Open | Phone # |
|-------------------|------------------------|-------------|--------------|-----------------|------------------------|----------------|
| 1. | | | | | | |
| 2. | | | | | | |
| 3. | | | | | | |
| 4. | | | | | | |
| 5. | | | | | | |
| 6. | | | | | | |
| 7. | | | | | | |
| 8. | | | | | | |
| 9. | | | | | | |
| 10. | | | | | | |

Bidders may add more lines as necessary.

APPENDIX C – CITY REQUIREMENTS

Sample Contract

City of Tacoma Insurance Requirements

Sample Environmental & Sustainability Management System (ESMS) Performance Form

CONTRACT

Resolution No.
Contract No.

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

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

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

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

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

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

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

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

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

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

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**APPENDIX A
FEDERAL FUNDING**

1. Termination for Breach

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

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

4. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

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

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

6. CLEAN AIR ACT

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

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

7. FEDERAL WATER POLLUTION CONTROL ACT

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

8. DEBARMENT AND SUSPENSION

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

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

9. BYRD ANTI-LOBBYING AMENDMENT

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

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

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

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental Liability Insurance with limits not less than Two Million Dollars (\$2,000,000) each occurrence and Three Million Dollars (\$3,000,000) in the aggregate. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.7 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.



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Agreement

Company Name: _____

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

Contractor/Vendor Training Acknowledgment

Primary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Secondary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Signature

Date

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



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Welcome. The City of Tacoma Solid Waste Management Division (SWM) operates an ISO 14001 Environmental and Sustainability Management System (ESMS). An ESMS is a process with procedures that will allow SWM to operate legally, safely, and efficiently while reducing the environmental impacts of our activities. All contractors and vendors are required to comply with the ESMS and Environmental Policy. As part of the ESMS SWM has identified the following Significant Environment Aspects:

- Potential Spills
- Fire Hazards
- Air Emissions

Contractors and vendors must ensure that their activities do not negatively affect the Significant Environmental Aspects.

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

GENERAL SAFETY RULES

- Restricted Access – Contractors and vendors shall stay within the designated areas.
- Smoking – Smoking is prohibited in building and within 25 feet of windows and doors.
- Eye and Hearing Protection – Eye and hearing protection is required in designated areas.
- Accidents, near misses, and first aid – Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to City employees.
- Drugs and Alcohol – Alcoholic beverages and illicit drugs are prohibited on City property.
- Guns – Contractors are prohibited from carrying guns on City property.
- Emergency Procedures – Follow directions announced by City staff. To report a fire or emergency, contact any SWM employee.
- Vehicle Safety – Be aware and cautious of vehicle and pedestrian traffic.

CONTRACTOR REQUIREMENTS

Contractors are expected to understand and comply with all general federal, state, and local safety regulations and specific work practices applicable to the immediate project. These include, but are not limited to:

- Storage, handling and use of flammable liquids and hazardous materials.
- Periodic safety inspections and housekeeping.
- Use of all protection, if applicable.
- Following electrical safety practices and lock out/tag out procedures.
- Proper use of PPE.
- Proper maintenance and use of ladders and other equipment, if applicable.
- Contractors are responsible for removing and proper disposal of any hazardous materials or hazardous wastes utilized or generated while onsite at SWM.
- Contractors must notify the PM immediately of any leaks or spills.
- Requirements outlined in the signed contract or agreement to perform the contracted work.

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



| Verification | Originator | Revised | Approved | Issued |
|--------------|------------|---------|----------|----------|
| Initials | Core Team | | Mgmt Rep | Mgmt Rep |
| Date | 2/2019 | | 2/2019 | 2/2019 |

ESMS Document – 8.1-5 Contractor Management Environmental Checklist

The following information is required by the Insert Name of Project Manager/Assigned Staff prior to contracted activity or service.

Check yes or no to identify which of the following will be included in the contracted activity or service.

Combustion Sources:

- Air heating and supply Yes No
- Mobile transportation (*i.e. forklift or carts*) Yes No
- Construction activities Yes No
- Excavation or grading Yes No
- Drilling or blasting Yes No
- Rock crushing Yes No
- Demolition Yes No
- Welding or soldering Yes No
- Painting Yes No
- Asphalt paving Yes No
- Use or storage of chemicals or fuels Yes No
- Transfer of bulk materials Yes No
- Disposal of chemical wastes Yes No

If yes, please describe waste streams:

Building Maintenance Activities:

- Architectural paint removal Yes No
- Architectural painting Yes No
- Hydroblasting Yes No
- Sandblasting Yes No
- Surface preparation/treatments (*i.e. floors and roof repair*) Yes No
- Purging or repair of distribution lines (*i.e. those for fuel, oil or solvents*) ... Yes No
- Use of chemicals, solvents, corrosives, acids, oils, etc Yes No
- Use of herbicides, pesticides, or insecticides Yes No



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Business or Work Related Activities:

- Use or receipt of chemical materials..... Yes No
(other than janitorial or cleaning materials)
 - Generation and disposal of chemical wastes..... Yes No
 - Generation of sealers, adhesives, coatings, or paints..... Yes No
 - Welding, soldering, brazing or similar activities Yes No
 - Use of caustics or acids Yes No
 - Use of combustion gases Yes No
- If yes, please list the fuels used:

- Laboratory installation Yes No
- Medical waste Yes No
- Discharge to storm drains Yes No

To be completed by the City of Tacoma, Project Manager or assigned staff prior to the contracted work or service.

A review of the above activities determined:

- No further action is required
- Contractor/supplier must refer to the project specification book/contract for the assigned operational controls

Signature:

Name, Title

Date

Refer to [8.1-2 Operational Planning and Control Contractor Management Procedure](#) and [8.1-3 Operational Planning and Control Vendor Procedure](#) for information regarding the use, routing and approval of this form.

Revision History

| Change | Date of | Revised By | Summary of Changes |
|--------|---------|------------|--------------------|
| 001 | | | |
| 002 | | | |

Previous versions or printed copies may be obsolete. Verify current versions using the ESMS website.