



City of Tacoma Environmental Services, Solid Waste Management

REQUEST FOR BIDS ES24-0168F

Front-Load, Rear-Load, Roll-Off, Metal Containers, Lids, and Parts

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 17, 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:

By Email:

sendbid@cityoftacoma.org

Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.

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.

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

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 <u>list of vendors registered for this solicitation</u>.

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

Project Scope: The City of Tacoma, Environmental Services Department, Solid Waste Management (SWM) Division is soliciting bids from qualified vendor(s) to manufacture and deliver metal front-load style solid waste containers, metal rear-load caster boxes and drop-off (roll-off) style metal containers per the attached specifications.

Estimate \$4,210,000

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.

Form No. SPEC-040C Revised: 06/03/2024

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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 complete electronic submittal package (include all the items below):	
Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Price Proposal Form (Appendix B) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
List of Sample Boxes for Viewing Must provide a minimum of one (1) 2-yard rear-load, one (1) 4, 6, or 8 yard front-load, and one (1) 20-40 yard roll off.	
Statement of Qualifications (Appendix B)	
Record of Prior Contracts (Appendix B)— Minimum of 2 required	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix C) Shall be submitted with all required endorsements	
Environmental and Sustainability Management System Form (ESMS) (See Sample in Appendix C) Must be executed by the successful bidder	

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1. MINIMUM REQUIREMENTS

Only vendors experienced in this type of work and with a record of successful completion of at least 2 contracts of similar scope and value/size will be considered for this contract. The City will be the sole judge of the vendors's ability to meet the requirements of this paragraph. Must provide a minimum of at least one (1) location for city staff to view samples for 2 yard (YD) rear-load, front-load container in 4, 6, or 8 YD, and roll-off between 20-40 YD. Complete the Locations to view Sample form, Statement of Qualifications form, and Record of Prior Contracts form in 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), Environmental Services, Solid Waste Management (SWM) Division is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs to purchase metal front-load style, metal rear-load caster boxes and roll-off style metal containers per the attached specification. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on qualification, price, product quality and availability.

It is anticipated that this contract will be awarded to a single vendor to provide all products identified in this specification, however, the city reserves the right to award the contract to multiple vendors.

5. CONTRACT TERM

An initial contract term of 2 years, with the option to renew three (3) additional 1 year terms. The city reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

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:	8/29/2024
Question Deadline:	9/6/2024
City response to Questions:	9/11/2024
Submittal Due Date:	9/17/2024
Anticipated Award Date, on or about:	9/27/2024
City Council Approval, on or about:	10/15/2024

7. INQUIRIES

- 7.1 Questions can be submitted to Stan Rowden II, Senior Buyer, via email to srowden@cityoftacoma.org. Subject line to read:ES24-0168F Front and Rear Load Roll Off Metal Containers, Lids and Parts 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-proposal 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 contract with the lowest responsive 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. DELIVERY

12.1 Delivery shall be to the City of Tacoma Recovery and Transfer Center(RTC), 3510 South Mullen Street, Tacoma, WA, 98409.

Containers shall be delivered in 45 working days after receiving the purchase order(s). Containers shall be fully assembled and delivered FOB Destination, freight prepaid and allowed.

Each vendor will be required to submit a delivery timeline they can commit to. Purchase order delivery dates will reflect this timeline. In the event a purchase order deliver date is not met, the City reserves the right to purchase these products elsewhere if they are in a time constraint. If constant late deliveries occur, the City may terminate the contract.

12.2 Hours of operation shall be Monday through Friday, 8:00 a.m. to 2:00 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

In the event containers ordered become unavailable, an acceptable substitute, approved by the City, must be supplied. If a substitute is not available or acceptable, the order may be canceled, purchased from other sources; and the vendor will reimburse the city for all excess costs over the contract price.

13. LIQUIDATED DAMAGES

If the vendor does not meet all terms of this contract by the delivery date stipulated in these specifications, the vendor shall pay the city not a penalty, but as liquidated damages, the amount equal to the costs the city would pay to others as a result of the unavailability of equipment specified under this contract.

The vendor agrees to pay a late delivery assessment for any delay in delivery exceeding 10 working days beyond the required delivery date indicated in the specification and shown on the proposal sheet in the

amount of \$100 USD per working day (Monday through Friday, excluding legal holidays). Any such late delivery assessments may be deducted from the invoice except for delays which are out of his/her or manufacturer's reasonable control, or due to act of God, fire, strikes, epidemics, war, riot, unavoidable delay in transportation or rail car/transport shortage, or documented unavoidable material shortages, provided the city is notified in writing by the vendor of such pending or actual delay and the reasons therefore. If deemed excusable, the city shall authorize an extension of time. In the event of such an excusable delay, the date of delivery shall be extended for a period equal to the time lost due to the reason for delay. Any damage assessment or extensions of time are to be authorized by written purchase order changes issued by the City of Tacoma.

14. PRICING

A. Quantities

The city has the right to increase or decrease purchases under this contract and pay according to unit prices quoted in the proposal. The quantities shown are estimates only for the initial contract purchase and not a guarantee of any particular dollar or unit volume. Additional containers may be purchased as needed during any or all active terms if renewal options are exercised.

B. Prices must provide ninety (90) days for acceptance by the City from the due date for the receipt of submittal and then shall be firm throughout the initial 12-month contract period and shall establish a base price against which the vendor may request price adjustments.

15. PRICE ADJUSTMENTS

Following the initial 12-month term, the city will consider price adjustments for each subsequent 12-month contract period, under the following conditions:

- 1. The maximum amount of the increase allowed will be no greater than the percentage increase of the Consumer Price Index (CPI-U), All Urban Consumers, Seattle-Tacoma-Bellevue since the last price was set. mailto:https://www.bls.gov/regions/west/news-release/consumerpriceindex_seattle.htm
- 2. Vendor will be required to submit proposed price changes 30 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.
- 3. Any proposed increase in price to the contract line items must be beyond the control of the vendor and supported by written documentation for the manufacturer indicating new, higher/lower cost adjustments in effect.
- 4. City reserves the right to negotiate lower pricing in line with market changes and will provide thirty (30) day notice prior to the end of contract term.
- 5. Prices will be adjusted only to the amount of cost increase to vendor.
- 6. No adjustments will be made for vendor profit margin.
- 7. The city reserves the right to accept or reject all such increases.
- 8. The city is entitled to any promotional pricing during the contract period which is lower than our standard pricing as provided in the proposal.
- 9. Price increase may be passed on if increase is due to federally mandated notice.

16. WARRANTY

Warranty shall be provided against defects in material and workmanship, under normal use and service, for a period of twelve months.

Contractor shall schedule and complete warranty repairs within 30-days of being notified about the defects. Repair work completed on-site at the Tacoma Recovery and Transfer Center will occur during normal business hours 8:00 a.m. to 5:00 p.m. Monday through Friday. Contractor shall incur all transportation cost for off-site repairs. Contractor may choose to replace defected items at their cost in lieu of repairing defected materials. Contractor agrees to allow City to make minor warranty repairs where that is most cost effective and, if requested, contractor will credit City for cost of parts, but not labor.

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

17. INSPECTION/ACCEPTANCE

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

Each piece of equipment(container) will be inspected by authorized SWM personnel. These containers must be compatible with the City's current front-load, roll-off, and rear-load fleet. The containers will be fully assembled when delivered and must conform in quality and workmanship to those furnished by a manufacturer who regularly manufactures such containers. All parts or design criteria not specifically mentioned, but by which are necessary to provide a quality container, shall be included in the bid.

Serialized equipment must be received in chronological order.

18. 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.

19. 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.

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the <u>City's Sustainable Procurement Policy</u> and <u>Climate Action Plan</u>, 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 bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts
- Toxicity of products used
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content
- Energy and water resource efficiency

21. EQUITY IN CONTRACTING

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

APPENDIX A - TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

All parts or design criteria not specifically mentioned, but by which are necessary to provide quality containers, shall be included in the proposal. The containers must, at a minimum, conform to the following minimum specifications.

I. UNIT A - FRONT-LOAD SOLID WASTE METAL CONTAINERS

- 1. Size
 - a. 2-cubic yard front-load container with wheels
 - b. 2-cubic yard front-load container
 - c. 3-cubic yard front-load container with wheels
 - d. 3-cubic yard front-load container
 - e. 4-cubic yard front-load container with wheels
 - f. 4-cubic yard front-load container
 - g. 6-cubic yard front-load container
 - h. 8-cubic yard front-load container
- 2. Dimensions (Height measurements are without wheels and skid channels)
 - a. 2, 3, 4, 6, and 8-cubic yard bodies 72-in. width
 - b. 2-cubic yard 34-in. depth, 34-in. front height, and 45-in. rear height
 - c. 3-cubic yard 43-in. depth, 40-in. front height, and 48-in. rear height
 - d. 4-cubic yard 51-in. depth, 45-in. front height, and 55-in. rear height
 - e. 6-cubic yard 66-in. depth, 47-in. front height, and 71-in. peak height
 - f. 8-cubic yard 71-in. depth, 53-in. front height, and 86-in. peak height

Construction

- a. Container shall be slant or hatchback construction.
- b. Container sides shall be constructed using 12-gauge steel.
- c. Container bottom shall be constructed using 10-gauge steel.
- d. Containers shall be properly reinforced at all stress points.
- e. All front-load containers shall have horizontal embossed corrugations pressed in, as per standard construction.
- f. Containers without wheels shall be supported with 2-in. ground clearance provided by three 10-gauge square tubing, 2-in. high and 3-in. wide. The square tubing shall be capped on both ends.
- g. All welds shall be continuous and completed to industry standard by a certified welder.
- h. The container top edge opening shall be reinforced with interlocking, formed channel of not less than 12-gauge steel.
- i. Containers must meet ANSI Safety Standard Z245.3.
- j. Containers shall be watertight.

4. Fork Pockets

- a. Fork pockets shall be constructed of 10-gauge steel.
- b. Pockets shall be 36-in. long with formed channel opening (2-cubic yard 24-in. long).
- c. Pockets shall be 9-in. high x 4-in. width.
- d. Fork pockets shall be reinforced with three ¼-in. gussets on the top and bottom of the pocket. Top gussets shall have a cover plate of 10-gauge steel.
- e. Pockets shall be welded to the container with 2-in. skip welds every 3-in. along all seems.
- f. The pocket fork entry will be installed 4-in. from the front of the container.
- g. Pocket guides shall be $\frac{1}{4}$ -in. installed at 45 degrees at the top and bottom of the pocket.
- h. The front surface of the container at the fork entrance shall be reinforced with 3/16-in. thick wrap around bumper plates. Plates shall be 8-in. centered on the opening of the fork pocket and extend around the side of the container 4-in.

5. Covers and Doors

- a. Containers shall be constructed with double wall plastic lids squarely installed to completely cover the entire opening.
- b. Lids shall be attached with 7/16-in. corrosion resistant threaded hinge pin with 3/4-in. locking nuts on either end.
- c. Containers shall be equipped with a single lock bar that is capable of securing lids in the closed position.
- d. Gravity locks shall be an available option on all front load containers. Locks will be Serio-Us Lock 303LRK2 Side Mount Lock, substitutions subject to SWM approval. https://impactinnovates.com/serio-us-lock-303lrk2-side-mount-lock-release-kit/

6. Drain Plugs

a. Containers shall include a drain plug no less than 1.5-in. diameter located toward the bottom rear of the container.

7. Skid Rails

a. The bottom of containers without wheels shall be supported with 2-in. ground clearance provided by three skid rails constructed of 10-gauge square tubing, 2-in. high and 3-in. wide. The square tubing shall be capped on both ends.

8. Wheels

- a. Four heavy duty 6-in x 2-in. mold-on swivel casters mounted on single bolt caster plates.
- b. One rear wheel on each container shall be a locking caster.
- c. Wheels shall be removable from a quick-caster mounting plate welded to a double plate.

9. Finish/Stencils

a. Container shall be painted inside and out with two-part epoxy/primer with urethane coating.

- b. The color shall be Dupont Imron N0946 Calzona Green or an agreed upon equivalent.
- c. Containers shall be numbered with white stencil and an alpha-numeric consecutive serial number. Serial numbers will be specified on the Purchase Order and must be confirmed upon receipt.
- d. Serial numbers shall be stenciled in white 3-in. letters/numbers at the mid-height point on both sides and mid-right on the front of the container.
- e. Container size shall be stenciled with a white 3-in. number on the upper rear corner on both sides of the container. **See pictures below.**









II. UNIT B - FRONT-LOAD METAL RECYCLE CONTAINERS

- 1. Size
 - a. 4-cubic yard front load metal recycle containers
 - b. 4-cubic yard front load metal recycle containers with wheels
 - c. 6-cubic yard front load metal recycle containers
 - d. 8-cubic yard front load metal recycle containers
- 2. Dimensions
 - a. All bodies 72-in. width (Height measurements are without wheels and skid rails)
 - b. 4-cubic yard 45-in. depth and 57-in. height
 - c. 6-cubic yard 54-in. depth and 70-in. height
 - d. 8-cubic yard 70-in. depth and 70-in. height
- 3. Construction
 - a. Containers shall be flat-top construction.
 - b. Container sides shall be constructed using 12-gauge steel.
 - c. Container bottom shall be constructed using 10-gauge steel.
 - d. Containers must be properly reinforced at all stress points.
 - e. All welds shall be continuous and completed to industry standard by a certified welder.
 - f. The front of the container shall be constructed with ¾-in. #9 expanded flattened metal installed on the lower front.
 - g. A 17-in. x 72-in. 14-gauge section will be above the expanded metal, followed by a 7-in. x 72-in. opening.
 - h. The container top edge opening shall be reinforced with interlocking, formed channel of not less than 12-gauge steel.
 - i. The bottom of the containers without wheels shall be supported with 2-in. ground clearance provided by three skid rails constructed of 10-gauge square tubing, 2-in. high and 3-in. wide. The square tubing shall be capped on both ends.
 - j. Containers shall include a drain plug no less than 1.5-in. diameter located toward the bottom rear of the container.

k. Containers must meet ANSI Safety Standard Z245.3.

4. Fork Pockets

- a. Pockets shall be constructed of 10-gauge steel, 36-in. long and formed to create channel opening of 9-in. H × 4-in. W.
- b. Fork pockets shall be reinforced with three ¼-in. gussets on the top and bottom of the pocket. Top gussets will have a cover plate of 10-gauge steel.
- c. Fork pockets shall be welded to the box with 2-in. skip welds every 3-in. along all seams.
- d. The pocket fork entry will be installed 4-in. from the front of the container and two guides (one each, top and bottom) installed at 45 degrees from the pockets to help guide the forks into the pockets.
- e. The guides shall be a minimum of \(\frac{1}{4} \)-in. thick.
- f. The front surface of the container at the fork entrance shall be reinforced with 3/16-in. wrap around bumper plates. Plates shall be 8-in. centered on the opening of the fork pocket and extended around the side of the container 4-in.

Covers and Doors

- a. Containers shall be constructed with double wall plastic lids squarely installed to completely cover the entire opening.
- b. Lids shall be attached with 7/16-in. corrosion-resistant threaded hinge pin with ¾-in. locking nuts on either end.
- c. Containers shall be equipped with a single lock bar that is capable of securing lids in the closed position.

6. Wheels

- a. Four heavy duty 6-in. × 2-in. mold-on swivel casters, mounted on single-bolt caster plates.
- b. One rear wheel must be a locking caster.
- c. Wheels shall be removable from a quick-caster mounting plate welded to a double plate.

7. Finish/Stencils

- a. Container shall be painted inside and out with two-part epoxy/primer with urethane coating.
- b. The color shall be Sherwin Williams 7416 Motor Blue Industrial Enamel Polyurethane or an agreed upon equivalent.
- c. Containers shall be numbered with white stencil and an alpha-numeric consecutive serial number. Serial numbers will be specified on the Purchase Order and must be confirmed upon receipt.
- d. Serial numbers shall be stenciled in white 3-in. letters/numbers at the mid-height front on both sides and mid-right on the front of the container.
- e. The container size shall be stenciled with a white 3-in. number on the upper rear corner on both sides of the container. See pictures below.

Unit B Pictures







III. UNIT C - REAR-LOAD METAL RECYCLE CONTAINERS

1. Size

a. 2-cubic yard rear-load metal recycle container.

2. Dimensions

- a. 2-cubic yard rear-load container-40-in. depth, 64.75-in. width, and 40.5-in. height.
- b. Trunion bar-78-in width.

3. Construction

- a. Container shall be flat top construction.
- b. Container sides shall be constructed using 12-gauge steel.
- c. Container bottom, back, and front riser shall be constructed using 10-gauge steel.
- d. Containers must be properly reinforced at all stress points.
- e. All welds shall be continuous and completed to industry standard by a certified welder.
- f. The front and sides of the container shall be constructed with ¾-in. #9 flattened expanded metal with 12-gauge 10-in. x 24-in. sign plate on the front panel. Expanded metal shall be framed in 12- gauge steel.
- g. Containers must meet ANSI Safety Standard Z245.3.

4. Covers and Doors

- a. Containers shall be constructed with double wall plastic lids squarely installed to completely cover the entire opening.
- b. Lids shall be attached with 7/16-in. corrosion-resistant threaded hinge pin with ³/₄- in. locking nuts on either end.
- c. Containers shall be equipped with a single lock bar that is capable of securing lids in the closed position. Lock bars to be constructed with 2 vertical .25-in. x 1-in. flat bar connected by a ¾-in. steel tube (see pictures below.
- d. Containers shall include a locking chain to secure lid opening.

5. Wheels

- a. Four 6-in. x 2-in. mold-on swivel casters mounted on single-bolt coaster plates.
- b. One rear wheel on each container shall be a locking caster.
- c. Wheels shall be removable from a quick-caster mounting plate welded to a double plate.

6. Finish/Stencils

- a. Containers shall be painted inside and out with two-part epoxy/primer with urethane coating.
- b. The color shall be Sherwin Williams 7416 Motor Blue Industrial Enamel Polyurethane or an agreed upon equivalent.
- c. Containers shall be numbered with white stencil and an alpha-numeric consecutive serial number. Serial numbers will be specified on the Purchase Order and must be confirmed upon receipt.
- d. Serial numbers shall be stenciled in white 3-in. letters/numbers at the mid-height front on both sides.

e. The container size shall be stenciled with a white 3-in. number on the upper rear corner on both sides of the container.

Unit C Picture



IV. UNIT D -REAR-LOAD ROLL-OFF SOLID WASTE METAL CONTAINERS

- 1. Size
 - a. 10-cubic yard roll-off box
 - b. 15-cubic yard roll-off box
 - c. 20-cubic yard roll-off box
 - d. 25-cubic yard roll-off box
 - e. 30-cubic yard roll-off box
 - f. 40-cubic yard roll-off box

2. Dimensions

a. Width

All bodies - 8 ft. wide outside dimension

b. Length

10-cubic yard containers - 12 ft. in length

15-cubic yard containers - 16 ft. in length

20, 25, and 30-cubic yard containers - 16 to 18 ft. in length

40-cubic yard containers - 18 to 20 ft. in length

c. Height

Height of all containers shall be sufficient to meet the capacities listed above.

3. Construction

- a. The sides shall form a 45-degree angle where it meets the floor of the container and a 45- degree angle on the outside to meet the formed channel on the outside edge.
- b. A ladder shall be built on both sides at approximately 6 ft. from the rear of the container on 20, 25, 30, and 40-cubic yard containers.

- c. The bail hook shall be 13-in. from the bottom of the skid rail and be made of 1-1/2-in. stock. Push-off bars shall be constructed of 3-in. square tube.
- d. 10-gauge floor formed over 3-in. structural channels, 24-in. center to center. Reinforced 10- yard concrete containers shall have ½-in. floor over 3-in. structural channels, 18-in. center to center.
- e. 12-gauge sides and doors. Reinforced 10-yard concrete containers shall have 10-gauge sides and doors.
- f. The top rail will be 3/16-in. box tubing, 2-in. × 3-in. and properly reinforced with gussets.
- g. Skid rails will be 5-in. channels formed with ¼-in. steel. Legs of the channel facing the outside of container and spaced 30.5-in. apart. Rails must have gussets at approximately 24- in. centers.
- h. Rope hooks made of 7/16-in. steel includes five per side, two on the front, two on each rear door, 24-in. down from the top of the box.
- i. Front legs to have interior braces and shall be gusseted to the 3-in. structural channel cross members.
- j. The pickup point shall be recessed and flush with the front of the container. This unit shall be properly gusseted for full strength. Center of the bail is to be 13-in. from the bottom of the rail.
- k. Containers 20-cubic yard and larger shall include 1-in. steel tube welded horizontally the length of the container sides located 48-in. from the top of the container (54-in. from the top of 40-cubic yard containers).
- I. All interior welds shall be continuous welds completed by certified welder. All welds shall ensure structural stability of the containers.
- m. Lid tie down brackets shall be installed 6-in. below both vertical lid support arms on the front side of the container. Brackets should be ½-in. steel loop.

4. Wheels

a. Two rear wheels shall be 8-in. wide x 10.5-in. diameter with steel shafts, grease fittings, and gussets welded to the rear cross members.

5. Rear Doors

- a. Two rear doors of 12-gauge steel properly reinforced with angles of channels.
- b. Doors shall be equipped with leaf style hinges constructed of 7/16-in. plate steel, so door can be secured in the open position against the side of the container.
- c. The main leaf of the hinge is 4-7/8-in. wide by 8-in. long. The small leaf is 3-in. × 3-in. × 7/16-in. plate steel. The barrel of the hinge will be comprised of seamless pipe 1.75 OD with a 7/16-in. thick wall seamless pipe and 1-1/8-in. hot rolled steel pin approximately 8-¾-in. with a 1-¾-in. washer on one end. The other end will be secured with a 1/8-in. × 3-in. cotter pin. Hinge assemblies will be approximately 8-in. with one grease fitting per hinge. These hinges shall not protrude from the side of the container to avoid contact with the truck's tarping mechanism.
- d. The left rear door shall be equipped with a "T" bar locking device that is to be reinforced with a 2-in. angle. "T" bar shall be equipped with a safety chain that secures the bar in place (see pictures below).
- e. Each door shall be equipped with an 18- in. chain, a 7/16-in. S hook, and 7/16-in. loops welded to each side of the container so doors can be secured in the open position (see pictures below).
- f. Containers shall have a side pull handle on the rear doors (see pictures below).

6. Hold Down Brackets and Push-Off Bars

- a. Hold-down brackets (or rear stops) shall be constructed out of ½-in. × 6-in. flat bar. One end of this stop is to be attached to a piece of structural channel 3-in. welded to the cross members of stringers and floor. The other end will be welded to the rail.
- b. Stops shall extend out 10-in. from the rail.
- c. Brackets shall be positioned with the front of the catch 24-in. from the rear of 10, 15, 20, 25, and 30-cubic yard containers. Brackets shall be positioned 16-ft. from the front of 40-cubic yard containers.
- d. Push-off bars shall be constructed with 3-in. square tube by 6-in. length and placed one on each side parallel to the bail hook opening. Bars shall extend from the bottom of the container to approximately 2-in. above the bail. The bottom tube shall be cut at a 45-degree angle.

7. Lids

- a. Plastic lids and frame shall fit 12-ft. to 22-ft. containers.
- b. Plastic panels are to be a minimum of ¼-in. HDPE Plastic with UV Stabilizers and corrugations sufficient to support at a minimum of 300-pounds per panel.
- c. Impact Environmental Group: https://impactinnovates.com/enviroguard-roll-off-lid-kit-no-frame/

(Image: EnviroGuard Roll-Off Lid Kit, No Frame.)



Provide individual pricing/purchase options for each panel:

Model No. 72100-A, SKU: 72100ROL-A (Panel A) Model No. 72100-B, SKU: 72100ROL-B (Panel B) Model No. 72100-C, SKU: 72100ROL-C (Panel C)

- d. Reversible lid is hinged to be easily changed to open from either side. Lid pin holders shall be attached to the front of the front and rear vertical beams and the rear of the middle beam closest to the middle hinge.
- e. Must conform in quality, size, capacity, and workmanship to those furnished to the

- waste industry by manufacturer who regularly manufactures such containers.
- f. Plastic lid panels shall be secured to the top of the lid frame using #12-14 x 2-in. hex sealing self-drilling zinc coated screws with 1-in. washers. Screws shall be placed on each corner of each panel, 2 on the front lip, and one screw in every other rain channel. Must include 5 evenly spaced screws attaching the rear panel to the rear of the lid frame and two 1-in. screws inserted into the front/center of the lid frame (see Pictures below).
- g. Seams must overlap from front to back.
- h. Must allow coverage over the top rails on all sides of the container.
- i. Hand crank winch equipped with double brake using ¼-in. steel cable attached to the front of container and the lid rated at 3500-pound capacity. Mounted off-center toward driver side of the container. Winches shall be Dutton Lainson 3500LB brake winch. Any substitutions are subject to prior approval.
- j. Outside framing and ends are a minimum 2-in. × 2-in. × 3/16-in. square tube construction capped at each end.
- k. Frame connections to be continuously welded by a certified welder.
- I. Lid frames must have three full widths evenly spaced cross supports constructed with a minimum of three full-width evenly spaced 1.5-in. × 1.5-in. × 0.125-in. square tube cross supports, formed option available, to provide adequate support on 15, 20, and 25 cubic yard boxes. 30- and 40-yard boxes shall have a minimum of four full-width evenly spaced 1.5-in x 1.5 in x 0.125 in square tube cross supported, formed option available to provide adequate support.
- m. Minimum of two 3-piece hinge sets per side of $1\frac{1}{4}$ in. schedule 80 pipe approximately 13-in. with one piece of 0.75-in. schedule 80 pipe pin approximately 15 in. long. All hinge pins shall be secured to the container with a chain approximately 24-in. length attached to a split link welded to the side of the container approximately 4 to 6-in. below the hinge assembly. (see pictures below)
- n. Front a-frame to consist of 2-end vertical pieces of ½-in. × 2 ½-in. × 40-in. long flat bar. One piece of 0.375-in. × 2-in. flat bar connecting end flat bar supports. Two pieces of 1¼ in. schedule 40 pipe diagonally supporting the a-frame to top center of frame. A 1/2 in. D-Ring shackle shall be attached to the bottom of each vertical bar. (see pictures below)
- o. Safety chain approximately 24-in. shall we welded to the front of the box near the lid pully to secure lid in the open position.

8. Finish/Color

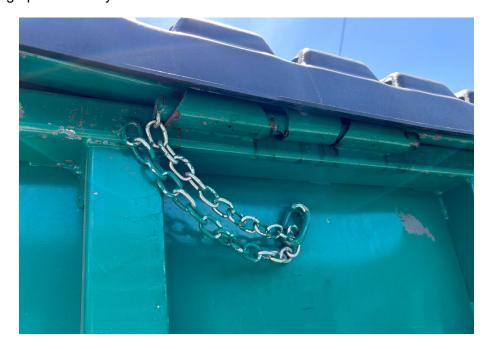
- a. Solid waste containers and lid frames shall be painted inside and out with two-part epoxy/primer with urethane coating. The paint color shall be Dupont Imron N0946 Calzone Green or an agreed upon equivalent.
- b. 40-cubic yard recycle containers will be painted inside and out with Sherwin Williams 7416 Motor Blue Industrial Enamel Polyurethane or an agreed upon equivalent.
- c. Containers will be numbered with white stencil starting with an alpha-numeric consecutive serial number. Serial number ranges will be provided with each purchase order. The container serial numbers shall be stenciled in white 4-in. letters/numbers on the upper left corner on both the front and rear of the container. The container size "number" shall be stenciled in a white 6-in. number in the upper right corner on both the front and rear of the container. See pictures below.

Stenciling:

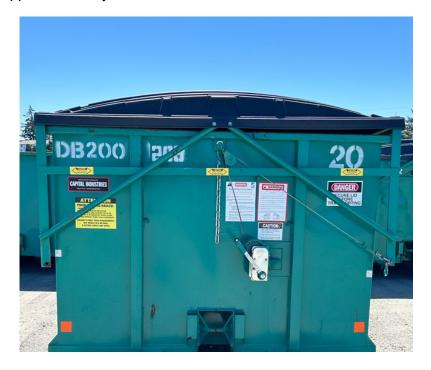




Lid hinge/pin assembly:



Lid frame support assembly:



Rear door, T-Bar, Latch assembly



T-Bar Safety Chain:



Lid panel screw positioning:



V. UNIT E - DROP-BOX GLASS - METAL CONTAINERS

- 1. Size
 - a. 30-cubic yard drop-box glass metal container
- 2. Dimensions
 - a. 18 ft. L × 90-in. W × 73-in. H interior dimensions
- 3. Construction
 - a. Open top containers.
 - b. Sides, front and rear door constructed of 12-gauge steel.
 - c. Floor constructed of 10-gauge steel.
 - d. Two 8-in. wide wheels with a 10.5-in diameter at the rear of the container.
 - e. Two 10-in. front pads.
 - f. Drivers side wall of container lowered to 55-in. must be exact. See pictures below.





g. Single rear door hinged at top of corner posts, two turn buckle-style door latches at bottom of the door. See pictures below.





- h. The sides shall form a 45-degree angle where it meets the floor of the container and a 45- degree angle on the outside to meet the formed channel on the outside edge.
- i. A ladder shall be built on both sides at approximately the center of the containers.

- j. The bail hook shall be distance of 13-in. from the bottom of the skid rail and be of 1 1/2-in. stock. Push-off bars shall be constructed of 3-in. square tube.
- k. 10-gauge floor formed over 3-in. structural channels of 3-in. square tube.
- I. The top rail will be 3/16-in. box tubing, 2-in. × 3-in. and properly reinforced with gussets.
- m. Skid rails will be 5-in. channels formed with ¼-in. steel. Legs of the channel facing the outside of container and spaced 30.5-in. apart. Rails must have gussets at approximately 24- in. centers.
- n. Rope hooks made of 7/16-in. steel includes five per side, two on the front, two on each rear door, 24-in. down from the top of the box.
- o. Front legs to have interior braces and shall be gusseted to the 3-in. structural channel cross members.
- p. The pickup point shall be recessed and flush with the front of the containers. This unit shall be properly gusseted for full strength. Center of the bail is to be 13-in. from the bottom of the rail.
- q. All inside seams of the container shall be welded continuously.
- r. At mid-section of side, 1-in. steel tube welded horizontally the length of the container sides.
- s. Container shall be painted inside and out with two-part epoxy/primer with urethane coating.
- t. Paint Color shall be Sherwin Williams 7416 Motor Blue Industrial Enamel Polyurethane or an agreed upon equivalent.
- u. Rear door seal installed.

APPENDIX B - SUBMITTAL DOCUMENTS

Signature Page

Price Proposal Form

Record of Prior Contracts

Statement of Qualifications

List of Sample Boxes for Viewing

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. ES24-0168F FRONT-LOAD, REAR-LOAD, ROLL- OFF, METAL CONTAINERS, LIDS, AND PARTS

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 Persinto Contracts for	on Authorized to E Bidder/Proposer	Enter	Date
Address		Printed Name and	1 Title		
City, State, Zip		T Timed I valine and	a rido		
Onj, State, 2.p		(Area Code) Tele	phone Number / F	ax Number	
Authorized Signatory E-Mail Address					
•		State Business Lin WA, also known as	cense Number UBI (Unified Business	Identifier) Num	ber
E.I.No. / Federal Social Security Number Used on Quarterly Federal Tax Return, U.S. Treasury Dept. Form 941					
		State Contractor's (See Ch. 18.27, F	s License Number R.C.W.)		
E-Mail Address for Communications					
ldendum acknowledgement #1	#2	#3	#4	#5	

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Form No. SPEC-080A Revised: 06/01/2021

ES24-0168F Front-Load, Rear-Load Roll Off, Metal Containers, Lids, and Parts Price Proposal

Vendor Name:	

Bidder agrees to furnish the following FOB Destination freight prepaid and allowed, to the 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 space provided. Total cost shall be determined by multiplying the unit price by the estimated quantity. Unit costs shall be all-inclusive and include all components needed for the delivery of the goods and services as described in this solicitation.

Item Number	Estimated Quantity	Unit	Description	Unit Price	Total
1	1	Ea	2-Cubic Yard Front-Load Solid Waste Metal Container		\$
2	24	Ea	2-Cubic Yard Front-Load Solid Waste Metal Container with Wheels	\$	\$
3	1	Ea	2-Cubic Yard Front-Load Solid Waste Metal Container with Gravity Lock	\$	\$
4		Ea	2-Cubic Yard Front-Load Solid Waste Metal Container with Wheels & Gravity Lock	\$	\$
5	1	Ea	3-Cubic Yard Front-Load Solid Waste Metal Container	\$	\$
6	32	Ea	3-Cubic Yard Front-Load Solid Waste Metal Container with Wheels	\$	\$
7	1	F-0	3-Cubic Yard Front-Load Solid Waste Metal Container with Gravity	ć	ć
7	1	Ea	Lock 3-Cubic Yard Front-Load Solid Waste Metal Container with Wheels &	\$	\$
8	1	Ea	Gravity Lock	Ś	\$
9		Ea	4-Cubic Yard Front-Load Solid Waste Metal Container	\$	\$
			T Gable Tala From Load Colla Waste Metal Collianion	7	Υ
10	48	Ea	4-Cubic Yard Front-Load Solid Waste Metal Container with Wheels	\$	\$
			4-Cubic Yard Front-Load Solid Waste Metal Container with Gravity		
11	1	Ea	Lock	\$	\$
			4-Cubic Yard Front-Load Solid Waste Metal Container with Wheels &		
12		Ea	Gravity Lock	\$	\$
13	36	Ea	6-Cubic Yard Front-Load Solid Waste Metal Container	\$	\$
14		Ea	6-Cubic Yard Front-Load Solid Waste Metal Container with gravity lock	\$	\$
15	48	Ea	8-Cubic Yard Front-Load Solid Waste Metal Container	\$	\$
	8-Cubic Yard Front-Load Solid Waste Metal Container with gravity		_	_	
16		Ea	lock	\$	\$
17		Ea	10-Cubic Yard Roll-Off Solid Waste Metal Container \$		\$
18		Ea	15-Cubic Yard Roll-Off Solid Waste Metal Container	\$	\$
19		Ea	20-Cubic Yard Roll-Off Solid Waste Metal Container	\$	\$
20	1	Ea	25-Cubic Yard Roll-Off Solid Waste Metal Container	\$	\$
21	1	Ea	30-Cubic Yard Roll-Off Solid Waste Metal Container	\$	\$
22	1	Ea	40-Cubic Yard Roll-Off Solid Waste Metal Container	\$	\$
23	15	Ea	15-Cubic Yard Roll-Off Solid Waste Metal Container w/ Plastic Lid	\$	\$
24	6	Ea	20-Cubic Yard Roll-Off Solid Waste Metal Container w/ Plastic Lid	\$	\$
25	15	Ea	25-Cubic Yard Roll-Off Solid Waste Metal Container w/ Plastic Lid	\$	\$
26	12	Ea	30-Cubic Yard Roll-Off Solid Waste Metal Container w/ Plastic Lid	\$	\$
27		Ea	40-Cubic Yard Roll-Off Solid Waste Metal Container w/ Plastic Lid	\$	\$
28	6	Ea	40-Cubic Yard Roll-Off Recycle Metal Container	\$	\$
29	1	Ea	30-Cubic Yard Roll-Off Box Glass Recycling Metal Container	\$	\$
30	12	Ea	2-Cubic Yard Rear-Load Metal Recycle Container with wheels	\$	\$

31	1	Ea	4-Cubic Yard Front-Load Metal Recycle Container	\$	\$
32	16	Ea	4-Cubic Yard Front-Load Metal Recycle Container with wheels	\$	\$
33	1	Ea	4-Cubic Yard Front-Load Metal Recycle Container with Gravity Lock	\$	\$
34	1	Ea	4-Cubic Yard Front-Load Metal Recycle Container with Wheels and Gravity Lock	\$	\$
35	9	Ea	6-Cubic Yard Front-Load Metal Recycle Container	\$	\$
36	1	Ea	6-Cubic Yard Front-Load Metal Recycle Container with Gravity Lock	\$	\$
37	24	Ea	8-Cubic Yard Front-Load Metal Recycle Container	\$	\$
38	1	Ea	8-Cubic Yard Front-Load Metal Recycle Container with Gravity Lock	\$	\$
39	100	Ea	AB3243DL - Duraflex 32x43 2Yd Rear Load Lid, Double Wall Lid, Black	\$	\$
40	100	Ea	DB3641SR - Duraflex 36x41 2Yd Front Load Lid, Double Wall Lid, Black	\$	\$
41	100	Ea	DB3648SR - Dura-Flex 36x48 3Yd Front Load Lid, Double Wall, Black	\$	\$
42	400	Ea	DB3658SR - Duraflex 36x58 Front Load Lid, Double Wall Lid, Black (4,6,&8Yd solid Waste&Recycle)	\$	\$
43	50	Ea	Panel A: Model No. 72100-A; Impact Plastic Roll-Off Lid	\$	\$
44	100	Ea	Panel B: Model No. 72100-B; Impact Plastic Roll-Off Lid	\$	\$
45	50	Ea	Panel C: Model No. 72100-C; Impact Plastic Roll-Off Lid	\$	\$
46	1	Ea	Swivel Caster Wheels: 6-in. by 2-in. Mold-On with Lock	\$	\$
47	1	Ea	Swivel Caster Wheels: 6-in. by 2-in. Mold-On without Lock	\$	\$
48	100	Ea	Lid Rods 67 inch	\$	\$
49	200	Ea	Lid Rods 75.5 inch	\$	\$
50	50	Ea	4 Yard Front Load Solid Waste Replacement Bottom \$		\$
51	50	Ea	6 Yard Front Load Solid Waste Replacement Bottom \$		\$
52	50	Ea			\$
53	1	Ea	Serio-Us Lock 303LRK2 Front Load Gravity Lock Kit	\$	\$
Total Base Bid (Items 1-53) \$					

Total Base Bid (Items 1-53) \$
WA State Sales Tax @10.3% \$
Total Bid \$

Standard Payment terms: Net 30	
Successful supplier can deliver containers/boxes within	Days after receipt of purchase order.
Supplier agrees to furnish the City with a warranty against de service for a period of months.	efects in material and workmanship, under normal use and
Does your company accept a procurement card? Yes ☐ No□]

RECORD OF PRIOR CONTRACTS

(Minimum of 2 required)

NAME		ADDRESS			
Type of Work		Specification No			
Beginning Date	Completion Date	Contract With	Contact Person Phone #	Amount of Contract	
Remarks:					

STATEMENT OF QUALIFICATIONS FOR FRONT-LOAD, REAR-LOAD, ROLL-OFF, METAL CONTAINERS, LIDS, AND PARTS Specification ES24-0168F

This form shall be completed in its entirety and submitted with the bid package.

Failure to submit and meet the requirements of the specifications shall be grounds for rejection of the bid. The City of Tacoma shall be the sole judge in determining if the prospective bidder meets the minimum experience requirements.

Summarize your qualifications in detail, highlighting your ability to perform the services outlined in this specification. Refer to the minimum requirements listed in Section 1, description of work in Section 4 and technical specification in Appendix A when completing this form. If you need more space, feel free to submit additional pages.

FRONT-LOAD, REAR-LOAD, AND ROLL-OFF, METAL CONTAINERS, LIDS, AND PARTS ES24-0168F

Locations to View Sample

Location #	Full Address	Box Type	Days/Hours Open for Site visit	Phone Number and Contact for scheduling site visit
1.		Rear- Load		
		2 YD		
2.		Front- Load 4,6, or 8 YD		
3.		Roll Off 20 – 40 YD		
4.				
5.				
6.				
7.				
8.				
9.				
10.				

Bidders may add more lines as necessary.

APPENDIX C - CITY DOCUMENTS

Sample Contract

City of Tacoma Insurance Requirements

Sample ESMS 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:	CONTRACTOR:	
Signature:	Signature:	
Name:	Name:	
Title:	Title:	
(City of	Tacoma use only - blank lines are inte	ntional)
Director of Finance:		
D t - 10:t - Att / d 4	4.5	
Deputy/City Attorney (approved a	as to form):	
Approved By:		
Approved By:) ·	
Approved By:		
A 15		
Approved By:		
Approved By:		
,, ,		
Approved By:		

APPENDIX A FEDERAL FUNDING

Supplies_PurchasedServices_PW Template Revised: 02/03/2022

Form No. SPEC-120A

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 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	(v) Federal Per Performance S 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> :	,			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			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	• •			

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

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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.

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 Five Million Dollars (\$5,000,000) 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.

3.6 Other Insurance

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



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

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 communicated applicable changes to the ESMS to my company. Refraining of affected individuals will be conducted, as needed.

Contractor/vendor Training Acknowledgment	(7)
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, safety, 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 require 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 announce 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.

Co	ombustion Sources:	
	Air heating and supply Yes	☐ No
	Mobile transportation (i.e. forklift or carts)	☐ No
	Construction activities	☐ No
	Excavation or grading Yes	☐ No
	Drilling or blasting Yes	☐ No
	Rock crushing Yes	☐ No
	Demolition	☐ No
	Welding or soldering	☐ No
	Painting Yes	☐ No
	Asphalt paving Yes	☐ No
	Use or storage of chemicals or fuels Yes	□No
	Transfer of bulk materials	— ∏ No
	Disposal of chemical wastes	_ ∏ No
	If yes, please describe waste streams:	
Βı	uilding Maintenance Activities:	
	Architectural paint removal	□No
	Architectural painting	□No
	Hydroblasting Yes	□No
		□ No
	š —	_
	Surface preparation/treatments (i.e. floors and roof repair)	□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	□No
	Use of herbicides pesticides or insecticides	l l No



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Business or Work Related Activities:

Use or receipt of chemical materials(other than janitorial or cleaning materials)	Yes No
Generation and disposal of chemical wastes	Yes No
Generation of sealers, adhesives, coatings,	or paints Yes No
Welding, soldering, brazing or similar activition	es
Use of caustics or acids	Yes No
Use of combustion gases If yes, please list the fuels used:	Yes No
Laboratory installation	Yes No
Medical waste	Yes No
Discharge to storm drains	Yes No
To be completed by the City of Tacoma, Project contracted work or service.	Manager or assigned staff prior to the
A review of the above activities determined:	
☐ No further action is required	
Contractor/supplier must refer to the properational controls	oject specification book/contract for the assigned
Signature:	
Name, Title	Date

Refer to <u>8.1-2 Operational Planning and Control Contractor Management Procedure</u> and <u>8.1-3 Operational Planning and Control Vendor Procedure</u> 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.