



City of Tacoma, WA

**TACOMA PUBLIC UTILITIES FLEET SERVICES**

**REQUEST FOR BIDS**

**HIGH ROOF CARGO VAN VEHICLE UPFITTING WORK**

**SPECIFICATION NO. UF24-0204F**



**City of Tacoma  
Tacoma Public Utilities Fleet Services**

**REQUEST FOR BIDS UF24-0204F  
High Roof Cargo Van Vehicle Upfitting Work**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 27<sup>th</sup>, 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:

<p><b>By Email:</b>  <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a>  Maximum email size including attachments: 35 MB.  Multiple emails may be sent for each submittal.</p> <p><b>Note:</b> Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p><b>In Person:</b>  Tacoma Public Utilities Administration Building North,  Main Floor, Lobby Security Desk  3628 South 35<sup>th</sup> Street  Tacoma, WA 98409  Monday – Friday 8:00 am to 4:30 pm</p>
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**Bid Opening:** Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> 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](http://www.TacomaPurchasing.org).

If you believe your submittal was sent timely and was not read at bid opening, please contact [sendbid@cityoftacoma.org](mailto: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](http://www.TacomaPurchasing.org).

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

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

**Project Scope:** New vehicle upfitting work for City-owned high roof cargo vans as needed.

**Estimate:** N/A

**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 Ryan Foster by email to [Rfoster1@cityoftacoma.org](mailto:Rfoster1@cityoftacoma.org).

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




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

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## SUBMITTAL 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.

<b>The following items make up your complete electronic submittal package (include all the items below):</b>	
<b>Signature Page (Appendix B)</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.	
<b>Price Proposal Form (Appendix B)</b> The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
<b>After award, the following documents will be executed:</b>	
<b>City of Tacoma Contract (See sample in Appendix C)</b> Must be executed by the successful bidder.	
<b>Certificate of Insurance and related endorsements (Appendix C)</b> Shall be submitted with all required endorsements	

## 1. MINIMUM REQUIREMENTS

Respondents should have been in business performing the described work for a minimum of ten years. Please use the record of prior contracts form to articulate this.

## 2. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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

## 3. INSURANCE REQUIREMENTS

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

## 4. DESCRIPTION OF WORK

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for New vehicle upfitting work for City-owned high roof cargo van (Ford Transit or similar) as needed. Contract(s) will be awarded to the lowest responsive and responsible bidder(s) based on price, product quality and availability.

## 5. ANTICIPATED CONTRACT TERM

The initial contract shall be for a period of two years from the date of contract award. At the option of the City, the contract may be extended for three (3) additional one (1) year periods, subject to the pricing clause outlined in specifications. These service requests are on-call as needed.

## 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 Public Utility Board and/or City Council approval.

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

Approved Equivalent Deadline:	<b>8/19/2024</b>
Question Deadline:	<b>8/19/2024</b>
City response to Questions:	<b>8/21/2024</b>
Submittal Due Date:	<b>8/27/2024</b>
Anticipated Award Date, on or about:	<b>September 2024</b>
Public Utility Board/City Council Approval, on or about:	<b>September 2024</b>

## **7. INQUIRIES**

**7.1** Questions can be submitted to *Ryan Foster*, Senior Buyer, via email to [Rfoster1@cityoftacoma.org](mailto:Rfoster1@cityoftacoma.org).

Subject line to read:

UF24-0204F – High Roof Cargo Van Vehicle Upfitting Work – *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](http://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 let the contract to the lowest responsible bidder whose bid will be the most advantageous to the City, price and any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

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

## 12. DELIVERY

**12.1** Delivery shall be to the City of Tacoma ordering groups (will be noted on purchase order):

- Tacoma Public Utilities Fleet Services, 3628 S. 35<sup>th</sup> St., Tacoma WA 98409
- City of Tacoma Fleet Operations, 3639 S. Pine St., Tacoma, WA, 98409

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



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

### **13. WARRANTY**

**Labor:** Minimum three (3) year warranty.

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

Contractor shall arrive on-site at the work location within 24 hours of notification for all warranty repairs during normal work hours of 8:00 a.m. to 5:00 p.m. Monday through Friday. Repairs shall include free pick-up and delivery. Repairs must be completed and vehicle returned within 48 hours of pick-up.

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

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

### **14. INSPECTION**

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

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

### **15. APPROVED ITEM EQUIVALENT**

A specific manufacturer for almost all line items has been listed in the Technical Specifications because these are items currently accepted by the manufacturer. For those line items which do not list a specific manufacturer bidders shall provide the technical specifications for the manufacturer they are offering. The City may request, after the bid due date, a sample of that product for review and approval by the City. The City reserves all rights to be the sole judge as to whether any other manufacturer can meet or exceed the current specifications they use. Unless an item is indicated "No Substitute", **approved equivalents shall be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.**

## **16. 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.

## **17. 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.

## **18. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the [City's Sustainable Procurement Policy](#) and [Climate Action Plan](#), it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

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

- Durability, reusability, or refillable
- Pollutant releases, especially persistent 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

## **19. LEAP REQUIREMENTS**

This project has no LEAP requirements, however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

## 20. EQUITY IN CONTRACTING

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

## APPENDIX A

### SECTION II – TECHNICAL PROVISIONS

#### New vehicle upfitting work for City-owned high roof cargo van (Ford Transit or similar) as needed

##### 1 – GENERAL

- A. **The completed unit(s) shall meet all of the specifications outlined in the Technical Provisions of this specification.**
- B. Bids are requested for the purchase of new vehicle upfitting parts and installation services for City-owned high roof cargo vans (Ford Transit or similar) as needed per the following Technical Provisions.
- C. Full specification of vehicle will be available at time of order.
- D. Bidders must provide detailed CAD drawings (minimum “C” size 17” X 22”) for configuration and accessory placement for the unit being specified with their submittal.
- E. All prices quoted for item(s) identified in the proposal pages shall include the item(s), and all labor and materials required for their installation and operation on unit(s).
- F. Transportation costs to pick up the vehicle from Tacoma Public Utilities must be included as part of the bidder's price submission.
- G. It is the responsibility of the successful bidder to assure that the completed unit(s) arrives safely, without damage, and that the manufacturer’s recommendations and City of Tacoma requirements have been strictly adhered to while in contractor’s possession and during transit.
- H. Unit shall be delivered F.O.B. to the City of Tacoma complete and ready for immediate placement into service.
- I. The vendor shall contact Don Ashmore, Fleet Manager at (253) 502-8575 prior to delivery. Deliveries will only be accepted Monday through Friday, 9:00 a.m. – 3:00 p.m. (excluding holidays).
- J. All equipment shall be new and unused, and of the manufacturer’s current production model. The equipment shall have full dealer preparation and be ready for service when delivered.
- K. Any use of brand names in this specification is to establish minimum specifications and quality. If another product is to be used by the vendor in meeting these specifications, it must be identified in writing. The City of Tacoma reserves the right to make final approval of any alternative product. If alternative is not acceptable, the brand name product listed in the specification is to be used.
- L. The quantities listed are City of Tacoma’s current approximate requirements. Tacoma will neither be obligated to nor restricted to these quantities.

If additional space is required to fully explain any bid exception(s), attach additional typed page(s) to the submitted bid and indicate the section number and sub-section that has the exception along with your explanation.

## **2 – Upfitting Specifications**

These are the current upfit items requested for purchase and installation on a City-owned 2023 Ford Transit High Roof Cargo Van. The intent of this contract will be to upfit other vans in a similar configuration as-needed. Pricing for additional van upfit configurations will be requested as-needed.

A.	<i>Aftermarket glass added to rear barn and side slider doors</i>
B.	<i>Legend Fleet stabiligrip flooring</i>
C.	<i>Legend Fleet Duratherm wall and ceiling paneling, white</i>
D.	<i>Adrian Steel 3-panel partition with hinged swing door and custom 8" setback on partition with plexiglass windows</i>
E.	<i>Modify bottom of wing kit/partition at step well to allow for full access to the step surface</i>
F.	<i>Cut hole into upper section of header, above 3-panel partition, centered above swing door</i>
G.	<i>First aid kit and fire extinguisher added to CS panel (cargo side), with fire extinguisher low and first aid kit above</i>
H.	<i>(2) 4-hook bars mounted above driver/passenger seats (1/side)</i>
I.	<i>Grab handle mounted to CS wing kit for use in assisting in/out of cargo van at slider door</i>
J.	<i>(4) Maxxima interior LED lights, centered in cargo area (R/L) spaced evenly front to back, wired to illuminated LED switch in wing kit (at slider door area)</i>
K.	<i>CTech Meter Van setup, including small/short cabinet (facing forward at slider door area), shelving unit (middle), locker (rear) on CS; desktop (SS forward) and wall mounted cabinet above, shelving unit (middle) and locker (rear)</i>
L.	<i>Additional locker on each side added, same height as above cabinets, 30"W</i>
M.	<i>Must leave minimum of 24" free space at rear of van</i>
N.	<i>3000w inverter mounted into SS bottom shelf, with (2) auxiliary batteries mounted on floor to the right on computer desk, battery isolator</i>
O.	<i>Shore power added to SS rear corner of van, wired to auxiliary batteries</i>

P.	<i>(3) Receptacles added to cargo area, (1) in upper rear corner of desktop area (just below upper cabinet), (1) mounted on CS front end panel of shelving unit, centered (height) and pushed against wall, (1) to be installed on curbside rear interior by rear door.</i>
Q.	<i>Add (2) ACT3 aerosol trays to front CS end panel, (1) just above receptacle (which is centered in height) and (1) above it</i>
R.	<i>(4) UH50 hooks, (2) mounted on each rear door above glass (2/side), spaced evenly</i>
S.	<i>Add eyelit below glass on each door, aligned with each above listed hook (for use with bungy cords)</i>
T.	<i>Add (8) eyelits to rear locker: 2/top centered front to back and 1/side, and 2/mid of rear end panel on each side, mounted at 30" off floor</i>
U.	<i>Buyers Products tool holders mounted to rear wall (both sides) with small custom aluminum "footer basket" for tool handles, basket to be 24"L x 6"W x 6"D</i>
V.	<i>Tool hanger (long flat hook style) mounted to SS rear end panel</i>
W.	<i>(4) Federal Signal surface mount corner strobes, 2-mounted along the line of the bumper below headlights (wide as possible), 2-rear near S/T/T lights, wired to illuminated LED switch in dash</i>
X.	<i>(2) Federal Signal directional lightbars, one facing forward at front of van, one facing rearward at rear of van, both wired to controller mounted at dash area</i>
Y.	<i>Go-Light mounted to roof, over passenger seat head, behind directional lightbar, remote switch</i>
Z.	<i>Hitch mounted large flip step</i>
AA.	<i>Bumper mounted cone holder, mounted CS front, just inside the headlight - TCH10H to be mounted to plate welded to tubing for attachment to vehicle</i>

### **3 – SAFETY**

	<b>Required Specifications</b>
A.	All work performed, and the unit completed, shall comply with all applicable laws, rules, and regulations of local, state, and federal government in effect at the time of delivery to Tacoma Public Utilities.
B.	The vendor shall comply with all applicable OSHA/WISHA regulations and the State of Washington Department of Labor & Labor Industries Safety Rules.

**4 – MANUFACTURER, PARTS AND SERVICE:**

To be eligible for bid award, vendor must meet or exceed the following parts and service criteria:

	<b>Required Specifications</b>
A.	Manufacturing facility of the successful bidder where the upfitting is to be located within a 50-mile radius of Tacoma Public Utilities, Tacoma, WA.
B.	Have service facilities or mobile service truck with skilled personnel, equipment, and parts available to completely service, maintain, overhaul, and repair the equipment offered, within a 50-mile radius of the City’s facility at 3628 South 35 <sup>th</sup> Street, Tacoma, Washington or no more than 48 hours response time by mobile service truck.
C.	Maintain an adequate stock of normal replacement parts and make deliveries within 48 hours, when requested. “Normal” will be defined as an affirmative response from your competitor to the following question: "Is this an item you normally stock?"
D.	While under warranty, pay all shipping costs to provide this 48-hour delivery of these normal replacement parts, barring extenuating circumstances as approved by the City.
E.	Manufacturer and/or bidder shall guarantee that parts prices will be as low as such parts are sold to any other user buying similar quantities.
F.	If at any time the prices are reduced or increased to the general trade, it is understood that the City shall not pay a higher price than any other user buying similar quantities, effective with the date of such price reduction or increase to the general trade.

**5– INSPECTION:**

The Utilities Fleet Mangers or an appointed representative will meet with the vendor’s personnel, by request, to detail exact locations of various items and methods of installation, check the work while in progress and, be available during upfitting to answer questions.

	<b>Required Specifications</b>
A.	A progress inspection when the unit is approximately 3/4 finished (vendor’s facility).
B.	A final inspection when the unit is completed (vendor’s facility).
C.	The City shall not accept any unit until the vendor, to the City’s satisfaction, corrects all discrepancies noted during inspections.

**6 – TRAINING**

	<b>Required Specifications</b>
A.	Successful bidder shall provide any on-site operator training if needed.
B.	Successful bidder shall provide any on-site maintenance and repair training if needed.
C.	All training shall be conducted at Tacoma Public Utilities' 3628 S. 35 <sup>th</sup> St., Tacoma, WA location.
D.	Training is to be scheduled by contacting Mr. Don Ashmore, Fleet Manager, at 253-502-8575.

**7 – OPERATION AND MAINTENANCE MANUALS:**

	<b>Required Specifications</b>
A.	Successful bidder shall provide two (2) sets of Operator's manuals as necessary.
B.	Successful bidder shall provide one (1) Maintenance, Repair and Parts manual as necessary.

**8 – DELIVERY:**

	<b>Required Specifications</b>
A.	Delivery of completed unit(s) must be accomplished within specified time after receipt of purchase order.
B.	Bidder shall provide an original invoice for the completed unit at the time of delivery to the City.

**10 – OPTIONAL PARTS AND SERVICES (WILL NOT BE USED FOR EVALUATING THE LOWEST RESPONSIVE BIDDER)**

**Bidders may provide options similar in nature at cost to dealer or in cases where manufacturers option pricing can be discounted by the dealer, the discounted price will be accepted.**

NOTE: The City reserves the right not to award any options. All prices quoted for optional item(s) shall include the item(s) name and description, and all labor and materials required for their installation and operation on unit(s).



**BID PROPOSAL**

**NOTICE**

All attachments of “Standard Terms and Conditions” or letters modifying the Proposal shall be referenced on this page under the appropriate headings. If bidder fails to complete this form, bidder accepts all requirements as listed in this bid specification

Bidder’s Statement of Delivery Time: State your proposed delivery time following receipt of a purchase order and all subsequent purchase orders during the term of the Contract. See Section 1, Item 12 - Delivery Performance.

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Bidder’s Statement of Price Guarantee:

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(ONLY FIRM PRICES WILL BE ACCEPTED)

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Manufacturer’s/Bidder’s Guarantees and/or Warranties of Material or Equipment:

State whether proposed guarantees and/or warranties “equal or exceed” those specified in Standard Terms and Conditions – Solicitation 2.13)

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**\*NOTE:** The City cannot legally accept a substantial deviation from these specifications. Bids containing any substantial deviation will be rejected as non-responsive.

Where the bidder indicates that exception is not taken to this specification, but then attaches non-conforming warranties or other modifications to the specification, it is then agreed that the bidder warrants that where the specification deviates from the attachment, the bidder will perform to the highest standard indicated.

**APPENDIX B**

Pricing

Signature Page

Record of Prior Contracts

## PRICING

Bidders are to enter their company's name where it is designated on the appropriate pages.

Unit or lump sum prices shall be all inclusive and bid as FOB destination, freight pre-paid and allowed. Surcharges of any type will not be allowed. Bid submittal prices will establish a base price against which vendors may request price adjustments. The City reserves the right to increase or decrease initial purchase quantities under this contract and pay according to the unit price quoted in the bid proposal.

The bid proposal pages shall be marked "No Bid" in the unit price column for any item for which no bid is submitted. Bidders shall indicate on each line provided on the bid proposal pages if they comply with the bid item as specified or are taking exception to the bid item as specified.

If additional space is required to fully explain bid exception(s), attach additional typed page(s) to the submitted bid and indicate the section number and subsection that has the exception and provide the explanation.

The following information will apply to price increases/decreases.

- A. Bid prices must remain firm for the first year of the contract.
- B. The City will consider price increase/decrease adjustments for any extended contract period under the following conditions:
  - 1. Under no condition will price be adjusted during each of the 12 month contract periods.
  - 2. The maximum amount of increase allowed will be no greater than the previous 12-month Consumer Price Index, All Urban Consumers (CPU-US), U.S. City Average Index, All Items 1982-84 = 100.
- C. Contractor will be required to submit written proposed price increase/decrease 30 days prior to the end of contract period.
- D. Any proposed increase/decrease in price to contract items must be beyond control of contractor and supported by written documentation from the manufacturer indicating a new higher/lower cost adjustment in effect.
- E. Prices will be adjusted only to the amount of cost increase/decrease to contractor.
- F. No adjustment will be made for vendor profit margin.
- G. City reserves the right to accept or reject all such increases/decreases.
- H. City entitled to any promotional pricing during contract period, which is lower than our standard pricing as provided in the bid submittal.

**NOTE: Failure to provide all of the information in the proposal section does not relieve the bidder of the responsibility of supplying all of the necessary items and/or complying with all of the conditions of this proposal.**

**BID PROPOSAL SUPPLEMENTAL FORM**

**GENERAL**

Only Firm prices will be accepted. If Bidder fails to provide all necessary information in this proposal section that is relevant to their bid, it is understood that it does not relieve the bidder of the responsibility of supplying all of the necessary items/or complying with all of the conditions.

**Pricing requested is for** the current upfit items requested for purchase and installation is for a configuration on a City-owned 2023 Ford Transit High Roof Cargo Van. The intent of this contract will be to upfit other vans in a similar configuration (but not limited to) as-needed.

	<b>Van Upfit Configuration Items</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
A.	<i>Aftermarket glass added to rear barn and side slider doors</i>	1	LS	\$
B.	<i>Legend Fleet stabiligrip flooring</i>	1	LS	\$
C.	<i>Legend Fleet Duratherm wall and ceiling paneling, white</i>	1	LS	\$
D.	<i>Adrian Steel 3-panel partition with hinged swing door and custom 8" setback on partition with plexiglass windows</i>	1	LS	\$
E.	<i>Modify bottom of wing kit/partition at step well to allow for full access to the step surface</i>	1	LS	\$
F.	<i>Cut hole into upper section of header, above 3-panel partition, centered above swing door</i>	1	LS	\$
G.	<i>First aid kit and fire extinguisher added to CS panel (cargo side), with fire extinguisher low and first aid kit above</i>	1	LS	\$

H.	<i>(2) 4-hook bars mounted above driver/passenger seats (1/side)</i>	1	LS	\$
I.	<i>Grab handle mounted to CS wing kit for use in assisting in/out of cargo van at slider door</i>	1	LS	\$
	<b>Van Upfit Configuration Items</b>	<b>Quantity</b>	<b>Unit of Measure</b>	<b>Unit Price</b>
J.	<i>(4) Maxxima interior LED lights, centered in cargo area (R/L) spaced evenly front to back, wired to illuminated LED switch in wing kit (at slider door area)</i>	1	LS	\$
K.	<i>CTech Meter Van setup, including small/short cabinet (facing forward at slider door area), shelving unit (middle), locker (rear) on CS; desktop (SS forward) and wall mounted cabinet above, shelving unit (middle) and locker (rear)</i>	1	LS	\$
L.	<i>Additional locker on each side added, same height as above cabinets, 30"W</i>	1	LS	\$
M.	<i>Must leave minimum of 24" free space at rear of van</i>	1	LS	\$
N.	<i>3000w inverter mounted into SS bottom shelf, with (2) auxiliary batteries mounted on floor to the right on computer desk, battery isolator</i>	1	LS	\$
O.	<i>Shore power added to SS rear corner of van, wired to auxiliary batteries</i>	1	LS	\$
P.	<i>(3) Receptacles added to cargo area, (1) in upper rear corner of desktop area (just below upper cabinet), (1) mounted on CS front end panel of shelving unit, centered (height) and pushed against wall, (1) to be installed on curbside rear interior by rear door.</i>	1	LS	\$

Q.	Add (2) ACT3 aerosol trays to front CS end panel, (1) just above receptacle (which is centered in height) and (1) above it	1	LS	\$
R.	(4) UH50 hooks, (2) mounted on each rear door above glass (2/side), spaced evenly	1	LS	\$
S.	Add eyelit below glass on each door, aligned with each above listed hook (for use with bungy cords)	1	LS	\$
T.	Add (8) eyelits to rear locker: 2/top centered front to back and 1/side, and 2/mid of rear end panel on each side, mounted at 30" off floor	1	LS	\$
U.	Buyers Products tool holders mounted to rear wall (both sides) with small custom aluminum "footer basket" for tool handles, basket to be 24"L x 6"W x 6"D	1	LS	\$
V.	Tool hanger (long flat hook style) mounted to SS rear end panel	1	LS	\$
	<b>Van Upfit Configuration Items</b>		<b>Unit of Measure</b>	<b>Unit Price</b>
W.	(4) Federal Signal surface mount corner strobes, 2-mounted along the line of the bumper below headlights (wide as possible), 2-rear near S/T/T lights, wired to illuminated LED switch in dash	1	LS	\$
X.	(2) Federal Signal directional lightbars, one facing forward at front of van, one facing rearward at rear of van, both wired to controller mounted at dash area	1	LS	\$
Y.	Go-Light mounted to roof, over passenger seat head, behind directional lightbar, remote switch	1	LS	\$

Z.	<i>Hitch mounted large flip step</i>	1	LS	\$
AA.	<i>Bumper mounted cone holder, mounted CS front, just inside the headlight - TCH10H to be mounted to plate welded to tubing for attachment to vehicle</i>	1	LS	\$
	<i>Total Base Bid (before tax)</i>			\$

Bidder's Sales Tax Rate \_\_\_\_\_%

Bidder's Shop Labor Rate \$ \_\_\_\_\_ Per Hour

(For additional Services as-needed)

Prompt Payment Discount \_\_\_\_\_% \_\_\_\_\_ days, net 30. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid.

Can you accept a City Procurement Card as payment? Yes \_\_\_ No \_\_\_

Have you incorporated sustainability into your everyday business practices?

Yes \_\_\_ No \_\_\_. If yes, provide information in your bid proposal.

Have you taken measures to minimize impacts to the environment in the delivery of the proposed goods & services? Yes \_\_\_ No \_\_\_ If yes, provide information in your submittal.



**SIGNATURE PAGE**

**CITY OF TACOMA  
Tacoma Public Utilities Fleet Services**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bids page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

**REQUEST FOR BIDS SPECIFICATION NO. UF24-0204F  
High Roof Cargo Van Vehicle Upfitting Work**

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

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

**Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

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

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

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

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

**RECORD OF PRIOR CONTRACTS**

**NAME** \_\_\_\_\_ **ADDRESS** \_\_\_\_\_

**Type of Work** \_\_\_\_\_ **Specification No.** \_\_\_\_\_

<b>Beginning Date</b>	<b>Completion Date</b>	<b>Contract With</b>	<b>Contact Person Phone #</b>	<b>Amount of Contract</b>

**Remarks:** \_\_\_\_\_

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**APPENDIX C**

Sample Contract

City of Tacoma Insurance Requirements

Approved Equivalent Form

## CONTRACT

Resolution No.  
Contract No.

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

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

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

---

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

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

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

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

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

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

CITY OF TACOMA:  
Signature:

CONTRACTOR:  
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: \_\_\_\_\_

Deputy/City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

**APPENDIX A  
FEDERAL FUNDING**

## 1. Termination for Breach

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

## 2. Prevailing Wages

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

## 3. COPELAND ANTI-KICKBACK ACT

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

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

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

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

#### **4. EQUAL EMPLOYMENT OPPORTUNITY**

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

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

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

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

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

## **5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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



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

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

#### **6. CLEAN AIR ACT**

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

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

#### **7. FEDERAL WATER POLLUTION CONTROL ACT**

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

#### **8. DEBARMENT AND SUSPENSION**

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

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

## **9. BYRD ANTI-LOBBYING AMENDMENT**

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

## **10. PROCUREMENT OF RECOVERED MATERIALS**

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

**APPENDIX A-1**

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

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

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

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official

\_\_\_\_\_  
Date

**APPENDIX B—Sub-recipient information and requirements**

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

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



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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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](mailto: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](mailto: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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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 Garage Keepers Legal Liability Insurance

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



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## 3.6 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

## 3.7 Other Insurance

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



**Approved Equivalent Form**

	<b>RESPONDENT COMPANY NAME:</b>		<b>FOR CITY USE ONLY</b>
<b>SECTION AND SUBSECTION</b> Example: Section 5 (B)	Original Description	Requested Equivalent for Approval	<b>APPROVED</b> Y or N