City of Tacoma, WA

# TACOMA POWER/TRANSMISSION & DISTRIBUTION

# REQUEST FOR BIDS

# PSE YARD COURSE

# SPECIFICATION NO. PT26-0047F

**City of Tacoma**
**Tacoma Power/Transmission & Distribution**

**REQUEST FOR BIDS PT26-0047F**
**PSE Yard Course**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, Tuesday, May 26, 2026**

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:** | **In Person:** |
|---|---|
| sendbid@tacoma.gov<br>Maximum email size including attachments: 35 MB.<br>Multiple emails may be sent for each submittal.<br><br>**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. | Tacoma Public Utilities Administration Building North,<br>Main Floor, Lobby Security Desk<br>3628 South 35th Street<br>Tacoma, WA 98409<br>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@tacoma.gov immediately.

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

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

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

**Project Scope:**
Materials supplied by this contract shall meet the description and performance criteria stated in the Tacoma Power Standard A-SS-0001 in Appendix A.

**Estimate:** $500,000

**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 Hailey Erichsen by email to HErichsen@tacoma.gov.

**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.**

**TABLE OF CONTENTS**

TABLE OF CONTENTS ..... 4
SUBMITTAL CHECK LIST ..... 5
1. MINIMUM REQUIREMENTS ..... 6
2. STANDARD TERMS AND CONDITIONS ..... 6
3. INSURANCE REQUIREMENTS ..... 6
4. DESCRIPTION OF WORK ..... 6
5. ANTICIPATED CONTRACT TERM ..... 6
6. CALENDAR OF EVENTS ..... 6
7. INQUIRIES ..... 6
8. PRE-BID MEETING ..... 7
9. DISCLAIMER ..... 7
10. RESPONSIVENESS ..... 7
11. AWARD ..... 7
12. PREVAILING WAGE INFORMATION ..... 8
13. PICK-UP AND/OR DELIVERY ..... 9
14. BID EVALUATION ..... 9
15. TECHNICAL SPECIFICATIONS ..... 10
16. ESTIMATED QUANTITIES ..... 10
17. MEASUREMENT AND PAYMENT ..... 10
18. INVOICING ..... 11
19. INSPECTION ..... 11
20. APPROVED ITEM EQUIVALENT ..... 11
21. COMPLIANCE WITH SPECIFICATIONS ..... 11
22. MATERIALS AND WORKMANSHIP ..... 11
23. ENVIRONMENTALLY PREFERABLE PROCUREMENT ..... 12
24. LEAP REQUIREMENTS ..... 12
25. EQUITY IN CONTRACTING ..... 12
APPENDIX A ..... 13
APPENDIX B ..... 26

**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 A)<br>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 A)<br>The unit prices bid must be shown in the space provided. Check your computations for omissions and errors. | |
| Certification of Compliance with Wage Payment Statutes<br>Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017). | |
| State Responsibility and Reciprocal Bid Preference Information<br>Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010). | |
| Substitution Request Form<br>(Appendix A – ONLY if quoting a substitute material) | |
| **After award, the following documents will be executed:** | |
| City of Tacoma Contract (See sample in Appendix B)<br>Must be executed by the successful bidder. | |
| Certificate of Insurance and related endorsements (Appendix A)<br>Shall be submitted with all required endorsements | |

## 1. MINIMUM REQUIREMENTS

Materials supplied by this contract shall meet the description and performance criteria stated in the Tacoma Power Standard A-SS-0001 in Appendix A.

## 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 A)

## 4. DESCRIPTION OF WORK

Tacoma Public Utilities (TPU) is soliciting bids to establish one or more contracts with qualified vendors to fulfill the City's needs for PSE Yard Course. 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 term is three (3) years with two (2) 1-year (one-year) renewals upon mutual agreement.

## 6. CALENDAR OF EVENTS

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

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

| | |
|---|---|
| Question Deadline/Substitution Request Form Due: | **5/7/2026** |
| City response to Questions: | **5/13/2026** |
| Submittal Due Date: | **5/26/2026** |
| Anticipated Award Date, on or about: | **5/29/2026** |

## 7. INQUIRIES

**7.1** Questions can be submitted to Hailey Erichsen, Senior Buyer, via email to HErichsen@tacoma.gov. Subject line to read:
PT26-0047F – PSE Yard Course – *VENDOR NAME*

**7.2** Questions are due by 3 pm on the date included in the Calendar of Events section.

**7.3** Questions marked confidential will not be answered or included.

**7.4** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

**7.5** The answers are not typically considered an addendum.

**7.6** The City will not be responsible for unsuccessful submittal of questions.

**7.7** Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

## 8. PRE-BID MEETING

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

## 9. DISCLAIMER

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

## 10. RESPONSIVENESS

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

## 11. AWARD

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

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

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

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

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

**12. PREVAILING WAGE INFORMATION**

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

If a contract is awarded for delivery, Prevailing Wage will apply. Ensure that pricing including Prevailing Wages are quoted for delivery pricing.

The project site(s) are located in Pierce County.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

https://secure.lni.wa.gov/wagelookup/

REQUIRED FILINGS

The contractor and all subcontractors covered under 39.12 RCW shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.
3. For on-call contracts, retainage can be release annually. Please see the Intent-Affidavit Info for On-Call Contracts in Appendix D

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, https://secure.lni.wa.gov/ or by visiting their MY L&I account.

## 13. PICK-UP AND/OR DELIVERY

**13.1** Pick-up will be at the vendors specified location within 24 hours of notification. For larger amounts, multiple pick-ups over several days will need to be coordinated with the vendors team. Preference will be given to vendors who can always have 10 yards available for pick-up with same day notice during the contract term.

**13.2** Delivery shall be to one of the specified zones in Appendix A. Deliveries shall be made in full tilt dump trucks ONLY. The City will refuse side tilt or any other style of dumps. Delivery replacement costs will be the sole responsibility of the vendor.

**13.3** On the proposal pages, please indicate the lead time needed for different load sizes to the different zones. 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.

**13.4** Hours of pick-up or delivery shall be Monday through Friday, 7:00 a.m. to 3 p.m., excluding legal holidays, as referred to in the Standard Terms and Conditions or as otherwise approved by the City.

## 14. BID EVALUATION

Award of the contract will be based on the grand total of all bid items by either pick-up or delivery pricing.

The following calculation will be used to evaluation in determining the low bidder based on the picked-up pricing per ton.

The City of Tacoma will use $10.00 per mile as a dollar amount per mile for calculation purposes.

Pick-up price bid per ton x 13 tons* + (Estimated roundtrip miles x $10.00 per mile) = Total cost per load)

Total cost per load/13 tons* = Evaluated price per ton

The evaluated price per ton will determine award of contract(s) on a line item by line-item basis, or overall low, whichever is most advantageous for the City.

*13 tons is the amount the City of Tacoma truck can haul per load

## 15. TECHNICAL SPECIFICATIONS

Materials are to meet the specification set forth in Tacoma Power Standard A-SS-0001 for PSE Yard Course.

## 16. ESTIMATED QUANTITIES

The amounts listed on the proposal pages are estimated for the overall usage for the contract term. There are no guarantees or representation of a maximum or minimum quantity the City may order or purchase. Nor does the City represent or guarantee that all materials listed will be ordered or used. The City may only order quantities and commodities that are needed from time to time on an as-needed basis.

The City reserves the right to increase or decrease quantities under this contract and pay according to the unit process quoted in the proposal. The quantities shown are estimates only and not a guarantee of any particular dollar or unit volume.

## 17. MEASUREMENT AND PAYMENT

Pricing shall be quoted by the unit of measure specified on the proposal pages. Bids quoted with a differing unit of measure or with a conversion factor will be rejected as non-responsive and will not be considered for award.

All material supplied by weight shall be proportioned, measured and paid for by weight. All deliveries and/or pickup of material will be documented and delivered with a certified weight ticket. Such certification shall be considered as incidental and shall be at no cost to the City. Each weight ticket must accompany the delivery and/or pickup and shall be presented to the ordering authority. Quoted unit pricing should cover all costs for all materials, processing of materials, weighing, proportioning, delivery (as required) and stockpiling material at the vendor's plant.

Fractional orders will be paid as a direct ratio of the unit bid price (e.g. ½ ton equals ½ unit bid price)

Upon certification that all materials are received in accordance with the specifications and are in satisfactory condition, a 100-percent payment will be made net 30 days unless prompt payment discount is offered.

## 18. INVOICING

All invoices shall include specification and contract number, employee name, phone number and department placing order. Without this information, payment may be delayed.

Invoices shall be emailed with copies of weight tickets to:

accountspayable@tacoma.gov

Upon award of contract, additional contact details for invoicing and questions shall be provided by Tacoma Power.

## 19. 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.

## 20. APPROVED ITEM EQUIVALENT

A specific manufacturer for almost all line items has been listed in the Tacoma Power Standard because this is the current manufacturer accepted. 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. The Substitution Request Form is in Appendix A, and much be submitted by the date listed in the Calendar of Events section. Equivalents will be approved by Addendum to the solicitation.

## 21. 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.

## 22. MATERIALS AND WORKMANSHIP

The successful bidder shall be required to furnish all materials necessary to perform contractual requirements. Materials and workmanship for this contract shall conform to all codes, regulations and requirements for such specifications contained herein and the normal uses for which intended. Material shall be manufactured in accordance with the best commercial

practices and standards for this type of goods. All literature and products must be packaged and labeled to sell in the United States.

## 23. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

## 24. 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.

## 25. EQUITY IN CONTRACTING

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

**APPENDIX A**

Delivery Zones in TPU Service Area

Tacoma Power Standard A-SS-0001

Signature Page

Price Proposal Form

Certification of Compliance With Wage Payment Statutes (If quoting delivery)

State Responsibility and Reciprocal Bid Preference Information (If quoting delivery)

City of Tacoma Insurance Requirements

Substitution Request Form (if offering different product)

TACOMA POWER
TACOMA PUBLIC UTILITIES

# PT26-0047F – PSE Yard Course Delivery Areas

## Zone 1 (South Delivery Area):

Northern Boundary – 152nd St E

Western Boundary – Hwy 7 (Pacific Ave)

Eastern Boundary – SR 161 (Meridian Ave)

Southern Boundary – 224th St E

## Zone 2 (West Delivery Area):

Northern Boundary – Cirque Dr W

Western Boundary – Chambers Creek Rd W

Eastern Boundary – South Tacoma Way

Southern Boundary – Steilacoom Blvd SW

## Zone 3 (North Delivery Area):

Northern Boundary – Port of Tacoma/Commencement Bay (Land Feature)

Western Boundary – I5/167 Interchange

Eastern Boundary – SR 161 (N Meridian Ave)

Southern Boundary – Pioneer Way E

## Zone 4 (East Delivery Area):

Northern Boundary – 72nd St E

Western Boundary – Waller Rd E

Eastern Boundary – Woodland Ave E

Southern Boundary – 104th St E

# Grounding Yard Rock

**General**

Yard course shall consist of clean, tough, and durable fragments of crushed aggregate from only fractured quarry rock free from an excess of flat, elongated, soft, or disintegrated pieces. It shall be uniform quality and free from rock coated with dirt or other objectionable matter (organic material, metal, or other extraneous material).

**Gradation**

| U.S. Standard Sieve Size | Percent Passing (by weight) |
|---|---|
| 1-1/2” | 100 |
| 1” | 60 to 100 |
| 3/4" or 5/8” | 0 to 35 |
| 3/8” | 0 to 5 |

**Resistivity**

The minimum electrical resistivity shall be 3000 ohm-meters when tested in accordance with the Bonneville Power Administration’s ELMM-004 “Rock Resistivity Test Procedure”, dated January 1, 1993.

**Approvals**

Suppliers shall be currently approved for yard rock by Puget Sound Energy. Vendor shall supply current gradation test and resistivity test for approval by Tacoma Power Engineering.

**Potential Suppliers**

Potential Suppliers that can meet this specification include:

- Cal Portland White River (Enumclaw, WA)
- Kennedy (Shelton, WA)
- Iron Mountain (Granite Falls, WA)
- Washington Rock Quarry (Orting, WA)

# References

Puget Sound Energy – Yard Course Crushed Aggregate 1275.1330 (dated 1/12/2010)

# SIGNATURE PAGE

## CITY OF TACOMA
## TACOMA POWER/TRANSMISSION & DISTRIBUTION

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. PT26-0047F
### PSE Yard Course

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

_____
Address

_____
City, State, Zip

_____
Authorized Signatory E-Mail Address

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

_____
E-Mail Address for Communications

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

_____
Printed Name and Title

_____
(Area Code) Telephone Number / Fax Number

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

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

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

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

TACOMA POWER
TACOMA PUBLIC UTILITIES

# PT26-0047F – PSE Yard Course

All delivered prices are to be quoted FOB Destination, freight/fuel costs included. The prices quoted in the bid are to be firm for the first quarter (3 months) of the contract term. Refer to Section 1.35 in the standard terms and conditions for allowable price adjustment information.

Bid evaluation for pick-up pricing is detailed in Section 14 of the solicitation documents.

Adjustments for fuel costs will be verified against the EIA Gasoline and Diesel Fuel index for the West Coast (PADD5) for changes in fuel costs.

Current EIA index pricing for 4/27/26: $6.530

| Type of Rock & Zone | Estimated Quantity | Pick-up (per ton) | Delivery (per ton) |
|---|---|---|---|
| PSE Yard Course Crushed Aggregate 1275.1330 – Zone 1 | 2000 | | |
| PSE Yard Course Crushed Aggregate 1275.1330 – Zone 2 | 2000 | | |
| PSE Yard Course Crushed Aggregate 1275.1330 – Zone 3 | 2000 | | |
| PSE Yard Course Crushed Aggregate 1275.1330 – Zone 4 | 2000 | | |
| | | | |
| Subtotal | | | |

| Lead Time |
|---|
| 20 yards: |
| 100 yards: |
| 500 yards: |
| 1000 yards: |

Able to always have 10 yards of material available? (Circle one) YES NO

Agree to full tilt dump deliveries only (Circle one) YES NO

Pick-up location(s) for aggregate:

_____

_____

City of Tacoma

# Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date (May 26, 2026), that the bidder is not a "willful" violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

_____
Bidder

_____
Signature of Authorized Official*

_____
Printed Name

_____
Title

_____ _____ _____
Date City State

*Check One:*

Individual ☐ Partnership ☐ Joint Venture ☐ Corporation ☐

State of Incorporation, or if not a corporation, the state where business entity was formed:

_____

If a co-partnership, give firm name under which business is transacted:

_____

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Specification No. _____

Name of Bidder: _____

# State Responsibility and Reciprocal Bid Preference Information

| | |
|---|---|
| Certificate of registration as a contractor (Must be in effect at the time of bid submittal): | Number: _____<br>Effective Date: _____<br>Expiration Date: _____ |
| Current Washington Unified Business Identifier (UBI) Number: | Number: _____ |
| Do you have industrial insurance (workers' compensation) Coverage nor your employees working in Washington? | ☐ Yes ☐ No<br>☐ Not Applicable |
| Washington Employment Security Department Number | Number: _____<br>☐ Not Applicable |
| Washington Department of Revenue state excise tax Registration number: | Number: _____<br>☐ Not Applicable |
| Have you been disqualified from bidding any public works contracts under RCW 39.06.010 or 39.12.065(3)? | ☐ Yes ☐ No<br>If yes, provide an explanation of your disqualification on a separate page. |
| Do you have a physical office located in the state of Washington? | ☐ Yes ☐ No |
| If incorporated, in what state were you incorporated? | State: _____ ☐ Not Incorporated |
| If not incorporated, in what state was your business entity formed? | State: _____ |
| Have you completed the training required by RCW 39.04.350, or are you on the list of exempt businesses maintained by the Department of Labor and Industries? | ☐ Yes ☐ No |

Revised: 07/20/2007, 04/12/2012, 06/21/2019

# CITY OF TACOMA
# INSURANCE REQUIREMENTS FOR CONTRACTS

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

## 1. GENERAL REQUIREMENTS

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

1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.

1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:

- 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
- 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
- 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
- 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
- 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
- 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form **Both** CG 20 10, or CG 20 26, or CG 20 33, ***10 01 Editions***, or
- 1.3.7. CG 20 38 04 13 or the equivalent
- 1.3.8. 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 (Additional Insured, Waiver of Subrogation, Primary and non-contributory) specifically issued by the insurance carriers evidencing coverage on the certificate

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 expiration via email sent annually to coi@tacoma.gov.

1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@tacoma.gov.

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 or products. 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) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

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 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.

**SUBSTITUTION REQUEST FORM**

Specification No. PT26-0047F

Prospective bidders may request the use of substitute equipment below.

All requests must be submitted electronically, via e-mail to abratton@tacoma.gov at the date specified in the Calendar of Events section.

---

Manufacturer/Model: _____

*Manufacturer Contact Information*

Name/Title: _____

Phone Number: _____

E-Mail: _____

Describe the differences between the proposed substitution and specified equipment:

_____

_____

_____

_____

Please attach documentation from manufacturer that certifies the equipment meets all the criteria outlined in Technical Specifications of this bid specification.

Contractor Name: _____

Preparer Name/Title: _____

Mailing Address: _____

Phone Number: _____

E-Mail: _____

Signature: _____

**INTERNAL USE ONLY**

☐ Approved as Substitute*

☐ Rejected – Equipment Not Acceptable

☐ Rejected – Inadequate Information

☐ Rejected – Request Received After Deadline

**Subject to review and approval of submittal documents*

**Remarks**

_____

_____

_____

_____

_____

_____

Reviewer Name/Title: _____

Signature:_____Date: _____

**APPENDIX B**

Sample Contract

# 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.

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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 intentional)**

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

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## 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.

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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

SAMPLE

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

SAMPLE

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.

SAMPLE

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.

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**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.

SAMPLE

_____
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 Period of Performance Start and End Date** | (vi) **Federal Budget Period Start and End Date** |
| (vii) **Amount of Federal Funds *Obligated* to the agency *by this action*:** $ | (viii) **Total Amount of Federal Funds *Obligated* to the agency** | (ix) **Total Amount of the Federal Award *Committed* 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 | | |