



City of Tacoma, WA

**ENVIRONMENTAL SERVICES DEPARTMENT
REQUEST FOR BIDS
VACTOR TRUCK AND CLEANING SERVICES
SPECIFICATION NO. ES14-0646F**

**SOLID WASTE
MANAGEMENT DIVISION**



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

**REQUEST FOR BIDS
ES14-0646F
Vactor Truck and Cleaning Services**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 3, 2015

Submittal Delivery: Sealed submittals will be received and time stamped at this location only:

City of Tacoma Procurement and Payables Division
Tacoma Public Utilities - Administration Building North, Main Floor
3628 South 35th Street, Tacoma, WA 98409

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building. Submittals in response to an RFP or RFQ are recorded as received but are not typically opened and read aloud. After 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

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-Bid Meeting: A pre-bid meeting will not be held..

Project Scope: Provide routine servicing of multiple oil/water separators, sumps, vaults and catch basins to meet State and Local Agency pollution prevention requirements.

Estimate: \$95,000 (initial 2 year contract period)

Additional Information: Requests for information regarding the specifications may be obtained by contacting Joe Parris, Senior Buyer, by email to jparris@cityoftacoma.org.

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



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

Bid Submittal Check Sheet

Three copies (original and two copies) of your proposal must be received by the City of Tacoma Purchasing Division by the date and time specified.

The following items make up your bid submittal package:

1. Signature Page
2. Proposal Sheets
3. Experience and Qualifications Form
4. Sustainability Form
5. Prime Contractor's Pre-Work Form

Failure to comply may result in your bid being declared unresponsive and rejected.

The following forms are to be executed after award:

1. Purchased Services Contract
2. Certificate of Insurance and related endorsements

BID PROPOSAL CONTENTS PAGE

REQUEST FOR BIDS

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SBE Regulations

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Prevailing Wages

Sample Purchased Services Contract

Standard Terms and Conditions

Request for Bids (RFB)
General Information and Requirements
Vactor Truck and Cleaning Services
ES14-0646F

A. Background

Tacoma Solid Waste Management (SWM) is a full service garbage collection and processing enterprise. The site located at 3510 South Mullen Street has multiple oil/water separators, sumps, vaults and catch basins that need routine servicing to meet Washington State and Local Agency pollution prevention requirements. The site also has a large truck pre-wash and automated truck wash facility used to maintain SWM fleet vehicle appearance. The services provided under this specification will provide the routine maintenance to ensure efficient operations of the facilities, and also allow the facilities to operate within environmental standards.

B. Contact Person

Technical inquires pertaining to these specifications are to be directed to Jim Nunn, Facilities Maintenance Supervisor, at 253-573-2419 or jnunn@cityoftacoma.org. For general Purchasing questions contact Joe Parris, Senior Buyer at jparris@cityoftacoma.org.

C. Scope of Work

The City of Tacoma is requesting bids to provide vactor truck and cleaning services for the oil/water separators, sumps, vaults and catch basins at the Tacoma SWM Facility per the attached specification. The contract will be awarded for a two (2) year period with an option to extend for up to three additional one-year periods. The extension shall be by mutual agreement. For the extension, there will be no deviations from the prices, terms and conditions of this specification and the accepted bid, with the exception of compensation revised per the allowed CPI adjustments. It is the intent of the City of Tacoma to award the work specified in this bid to one contractor.

D. Services Needed

Regular Maintenance Pumping and Cleaning - The following structures or facilities require regular pumping and cleaning.

Approximately Ten (10) Cleanings per Year

- Truck Wash Coalescing Oil/Water Separator. This O/W separator has been installed as part of the truck wash facility.
 - Contains M-pak coalescing plate
 - Located between truck wash and prewash near concrete retaining wall
 - Approximate Volume: [(12' x 6') x (4' water depth)] – [3.5' x 6' x 4' coalescing plate] = 204 cubic feet = Approx. 1,500 gallons

- Truck Parking Lot Coalescing Oil/Water Separator. This O/W separator serves the main truck parking lot area.

- Model 577-SPA by Hanson
 - Contains Servisep-Pack coalescing plate
 - Located north of collection truck parking lot
 - Approximate Volume: $[6.2' \times 3.8' \times 4' \text{ water depth}] - [2.5' \times 3' \times 4' \text{ coalescing plate}] = 64 \text{ cubic feet} = \text{Approx. 500 gallons}$
- Prewash Trash Sump
 - Cast-in-place concrete sump with collection baskets
 - Located in Prewash Building
 - Approximate Volume: $[15' \times 3' \times 3'] = 135 \text{ cubic feet} = 1,010 \text{ gallons}$
- Reclaim Water Pump Vault
 - Model 4484-GA by Utility Vault with three manhole lids
 - Located just north of two large reclaim tanks west of mechanical room
 - Approximate Volume: $[8.3' \times 4.3' \times 2'] = 71 \text{ cubic feet} = 531 \text{ gallons}$
- Rainwater Meter Vault
 - Located just north of the Reclaim Water Pump Vault and west of the barrel wash area
 - There is a submersible pump in this vault that pumps out the rainwater/surface water that drains through the lid. No other water should be entering this vault
 - Approximate Volume: $[10' \times 4.8' \times 2'] = 96 \text{ cubic feet} = 718 \text{ gallons}$
- Truck Wash Catch Basin – Entrance
 - Located just south of main entrance to truck wash facility.
 - Capacity less than 100 gallons
- Sanitary Sewer Catch Basin (SSCB#12)
 - Type 2-48" Diameter Catch Basin with 2' sump
 - Located at Truck Wash Drip Pad area
 - Approximate Volume: $[(3.14)(2')^2][2' \text{ depth}] = 25 \text{ cubic feet} = 187 \text{ gallons}$
- Fleet Maintenance Coalescing Oil/Water Separator This O/W separator serves the main Fleet maintenance shop.
 - Contains Servisep-Pack coalescing plate
 - Located west of bay #1
 - Approximate Volume: $[6.2' \times 3.8' \times 4' \text{ water depth}] - [2.5' \times 3' \times 4' \text{ coalescing plate}] = 64 \text{ cubic feet} = \text{Approx. 500 gallons}$
- White Goods Facility (South) Coalescing Oil/Water Separator this O/W separator serves the main White Goods processing area.
 - Contains Servisep-Pack coalescing plate
 - Located southwest of building in parking lot drive way
 - Approximate Volume: $[6.2' \times 3.8' \times 4' \text{ water depth}] - [2.5' \times 3' \times 4' \text{ coalescing plate}] = 64 \text{ cubic feet} = \text{Approx. 500 gallons}$
- White Goods Facility (North) Water Separator this O/W separator serves the White Goods processing building.
 - Located west of white truck parking lot

- Approx. 100 gallons
- Main Receiving and Recovery Building Coalescing Oil/Water Separators. There are two O/W separators that service this Building and adjoining shop area
 - Contains Velcon Plate Packs
 - Located West Side of Building, South of Shop area in asphalt area
 - Approximate Volume [3'6" x 5'6" x 5'2"] 75 cubic feet 560 gallons
 - Located Lower Road South of East Compactor
 - Approximate Volume: [3'6" x 5'6" x 5'2"] 75 cubic feet 560 gallons

Approximately Four (4) Cleanings per Year

- Leak Detection/Leachate Collection Manhole Cleaning
 - SWM has a manhole that is used for monitoring the flow and quality of effluent draining from a landfill liner leak detection system. The manhole is six feet in diameter and approximately 22 feet deep. There is a small sump at the bottom of the manhole. To obtain representative samples of the draining liquid, the sump area must be free all sediments when samples are collected. Approximately six inches to a foot of sediment can accumulate in the manhole over a year's time.
 - SWM also has a manhole that is used for monitoring the flow and quality of effluent draining from the landfill's leachate collection system. The manhole is six feet in diameter and approximately 25 feet deep. To obtain representative samples of the draining liquid, the sump area must be free all sediments when samples are collected.

Approximately Two (2) Cleanings per Year

- Approximately 70 Catch Basins
 - Type 24" by 20" Rectangular Catch Basin with 4' sump
 - Located at City of Tacoma Solid Waste Facility
 - Approximate Volume : [24"x20"x36"] = 10 cubic feet= 75 gallons
X70= 5,250 gallons

Misc. Pumping and Misc. Fluid Cleanup Services:

- Per Hour Service Rate
- SWM often has needs to service various pits, catch basins and manholes on an as needed basis. The nature of the material is unknown, so profiling charges will apply.
- Fluid Clean Up within City of Tacoma including pressure washing and sweeping up of oil absorbent debris

E. Minimum Qualifications

Only vendors who have been in business for a minimum of 2 years, with management, employees, and staff experienced in the type of work required by this specification, and with a record of successful completion of work with similar scope, complexity, and overall cost will be considered. The bidder must complete the Experience and Qualifications form attached to this specification

and submit with their bid proposal. The City will be the sole judge of the bidder's ability to meet the requirements of this paragraph.

F. Revisions to the RFB

All revisions to this RFB will be in the form of written addenda, and no oral revision should be relied upon by any proposer for any purpose.

In the event it becomes necessary to revise any part of the RFB, an addendum will be issued to all persons/firms who received the RFP. Additionally, notice of an addendum will be posted on the City of Tacoma Purchasing website at <http://www.TacomaPurchasing.org>.

G. Cost to Bid

The City will not be liable for any costs incurred by the bidder in preparation of a bid submitted or any other activities related to responding to this RFB.

H. Bid Proposal Clarification

Any bidder may be notified to clarify their bid proposal. This action shall not be construed as negotiations or an indication of intentions to award. Dues to the timeliness of the project, the proposer must be able to provide the information within 48 hour notice.

I. Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of the Contracting Agency, either before or after execution of the contract, shall affect or modify any of the terms and obligation contained in any of the documents comprising the contract. Such oral agreement or conversation shall be considered as unofficial information in no way bidding upon Contracting Agency, unless subsequently put in writing and signed by the Contracting Agency.

J. Quantities

Quantities indicated in the bid proposal are for bidding and contract purposes only. The City reserves the right to increase or decrease quantities under this contract and pay according to the unit and lump sum prices quoted in the bid proposal.

K. Bid Proposal Submittal

Sealed bid proposal packages shall be submitted no later than **11:00 AM Pacific Time, Tuesday, March 3, 2015** to:

City of Tacoma
Purchasing Division
Attention: Joe Parris, Senior Buyer
Tacoma Public Utilities
3628 South 35th Street
Tacoma, WA 98409

Clearly mark the specification number and title, ES14-0646F Vactor Truck and Cleaning Services, and the name of the firm on the outside of the delivery package.

L. Bid Proposal Items

Item 1 - Truck Wash Sumps and Catch Basins: The City of Tacoma is requesting quotes to pump the Truck Wash sumps and vaults to remove the solids and sediment from the locations listed below in this section. The estimated total gallons for the five items listed below are 1,297 gallons. *The contractor will be responsible for the disposal of the pumped solids from the Washrack at a facility permitted to handle the material.* The locations identified include the following:

- Prewash Trash Sump
- Truck Wash Catch Basins
- Sanitary Sewer Catch Basin

Because of the nature of the material, this service is to be performed by an eductor type truck only. Vacuum truck service is not acceptable. Tank storage capacity on the truck to be used for this task shall be a minimum of 1,500 gallons, and it is expected that the facilities listed in this section above will be pumped in one trip. Other vaults or catch basins at the SWM site may be pumped if space is available in the tank.

Item 2 – Coalescing Oil/Water Separators and Vaults

- Truck Wash Oil/Water Separator
- Truck Parking Lot Oil/Water Separator
- Fleet Maintenance Oil/Water Separator
- Reclaim Water Pump Vault
- Rainwater Meter Vault

The City of Tacoma is requesting quotes to pump and service the facilities listed above. The service will include removal of oily wastes, sediments, and liquids and the proper cleaning of the coalescing plates in accordance with state and local BMPs. Any combination of the facilities listed above may be pumped during one trip, depending on the needs of the Utility. *The contractor will be responsible for the disposal of the pumped liquids and solids from the O/W separators and other vaults described at a facility permitted to handle the material.*

Either an eductor truck or vacuum truck may be used for this service. Tank storage capacity on the truck to be used for this task of pumping the liquids/solids shall be a minimum of 3,000 gallons. Other vaults or catch basins may be pumped if space is available in the tank.

Item 3 – Leak Detection and Leachate Collection Manhole Cleaning: The City of Tacoma is requesting quotes to pump the above named manholes at 3510 South Mullen Street. *The contractor will be responsible for the disposal of the pumped liquids and solids from the manhole at a facility permitted to handle the material.* A vacuum truck or its equivalent may be used to clean the manholes. In addition the manholes may require a pressure washer to remove the sediments from the sump areas and appurtenances. Cleaning of the pipes may also be needed, and entry

into a permit required confined space may be required. It is anticipated for this service may be required four times per year. Proper confined space entry procedures shall be followed, and contractor's employees participating in this task shall be properly trained in both confined space entry and hazardous waste operations. All staff hours, extra equipment and other related costs shall be included in the lump sum bid for this activity.

Item 4 - White Goods Facility Coalescing Oil/Water Separators

Tacoma is requesting quotes to pump and service the Oil/Water separators located at the White Goods processing facility.

- White Goods Facility (North)
- White Goods Facility (South)

The service will include removal of oily wastes, sediments, and liquids and the proper cleaning of the coalescing plates in accordance with state and local BMPs. *The contractor will be responsible for the disposal of the pumped liquids and solids from the O/W separators and other vaults described at a facility permitted to handle the material.*

Vacuum trucks or similar vehicles may be used to clean the tank. The estimated total quantity for the two Oil/Water separators listed above is 600 gallons. Other vaults or catch basins may be pumped if space is available in the tank. All staff hours, extra equipment and other related costs shall be included in the lump sum bid for this activity.

Item 5 – Misc. Pumping and Cleaning Services

On occasion, SWM has the need to pump other facilities, vaults, manholes and catch basins on the Landfill Site. This item will be used for pumping and cleaning of the other areas at the SWM Facility. The contractor shall bid a price based on the usage of an eductor truck with a minimum 1,400 gallon capacity. The materials to be pumped will be similar in nature and chemical characteristics to the other materials pumped in this contract. If the contractor is able to pump the material under the prices specified in the bid, the contractor will be responsible for the disposal of the pumped liquids and solids at a facility permitted to handle the material.

Item 6 – Catch-Basin Pumping and Cleaning Services

Twice a year the catch basins located at the landfill site will need to be pumped out and cleaned to remove the liquids, solids and sediment from approximately 70 catch basins. The materials to be pumped will be similar in nature and chemical characteristics to the other materials pumped in this contract. If the contractor is able to pump the material under the prices specified in the bid, the contractor will be responsible for the disposal of the pumped liquids and solids at a facility permitted to handle the material.

M. Explanation of Services

The City is requesting quotes for the services listed above. The attached Bid Sheets shall be used for all submittals. The following provides a brief explanation of the individual items for each service.

Pumping and Transport:

- The bidder shall specify the lump sum cost required for travel to the Solid Waste Management site, pumping of the specific unit's liquids and solids, transportation of the sediments to the disposal/processing site, and unloading. For the coalescing plate O/W separators, the lump sum cost needed shall include the time required to properly clean the separator unit, including the plates. Removal of the coalescing plates is not included. Truck cleaning shall be factored into the lump sum price.
- All charges for the service shall be included in the lump sum price.
- The entire contents of the specified unit shall be pumped within two hours of the scheduled appointment. If multiple trucks are needed to perform the service, the cost for both trucks is to be included in the lump sum bid.
- Because of the nature of the material and the configuration of the truck wash pits, an eductor truck is required for this service.
- For Misc. Pumping Services, Item 5, a per hour cost for truck and driver is to be specified as the exact nature of the jobs to be performed is not known at the time of the bid

Manhole or Tank Cleaning

- All staff hours, extra equipment and other related costs shall be included in the lump sum bid for this activity.
- Proper confined space entry procedures shall be followed, and contractor's employees participating in this task shall be properly trained in both confined space entry and hazardous waste operations. Proof of employee training records requested at bid submittal.

Disposal/processing of Liquids and Sludges:

- This category is the disposal or processing of the collected liquids/sediments.
- The price shall be quoted per gallon of liquids/sediment.
- The disposal or processing site identified on the bid shall have, at the time of bid, all federal, state and local permits necessary to manage the material. Bidders may be asked at any time to provide copies of the applicable permits. At the time of bid the bidder shall supply a name and phone number of the applicable contact at the receiving facility.
- The quotation shall specify the disposal/processing facility or facilities where the pumped material will be processed. If this section is not completed, the bid is unresponsive. This section is mandatory for a responsive bid. Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.
- Actual payment will be based on actual volume of liquids and sludges pumped.

Profile:

- This item allows for a one time profile and/or testing fee for acceptance of the material over the course of the contract period. If profiling or testing is not required due to the availability of existing analysis data, persons bidding may bid zero for this section.

N. Contract Price

Quoted prices must be available for 60 days beyond the bid opening date and then firm through the initial 12 month contract period. Bid submittal prices will establish a base price against which vendors may request prices adjustments.

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment tools, labor, and all the cost to the vendor for completing the contract in accordance with these specifications and instructions of the City.

O. Price Adjustments

The City may consider price adjustments for each 12 month contract period. The vendor must submit all prices increases/decreases in writing 30 days prior to each 12 month contract period, under the following conditions:

Vendor shall submit proposed price changes 30 days prior to end of each 12 month contract period per CPI Adjustment procedures below. Written requests for prices changes should be directed to Andy Torres, Assistant Division Manager, City of Tacoma, Solid Waste Management Division, 3510 South Mullen Street, Tacoma WA 98409 (phone: 253-593-7728).

CPI Adjustment. Commencing on the first anniversary of the date of the execution of the contract, and annually on each anniversary of the effective date thereafter (each an "Adjustment Date"), the Contractor may request the then-current compensation rates be adjusted by up to eighty percent (80%) of the annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bremerton, WA, 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS").

The parties may refer to the BLS Internet Site (www.bls.gov) or other BLS source to calculate the CPI adjustment and resulting rate described above as follows: (1) divide the Seattle-Tacoma-Bremerton, WA CPI-U published nearest to but immediately preceding the Adjustment Date by the Seattle-Tacoma-Bremerton, WA CPI-U published for the same period the prior year; (2) subtract 1.0; (3) multiply the difference by 0.80; (4) add 1.0; and (5) multiply the result by the compensation rates then in effect.

P. Payment

Payment will be made upon certification by the Solid Waste Management (ATTN: Jim Nunn; 3510 S Mullen, Tacoma, 98409) that all work is completed in accordance with the specifications. Payment terms shall be Net 30.

Q. Bid Evaluation

The award of this contract will not be based on cost alone, as other factors and features are equally important.

R. Bid Evaluation Criteria

The contract will be awarded to the lowest responsible bidder or bidders complying with the specifications and the bidding regulations, provided such bids are reasonable and are in the best interest of the City to accept. The City, however, reserves the right to reject any and all bids and to waive any informalities in bids received.

The City reserves the right to award the contract to the lowest responsible bidder or bidders 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:

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

All other elements or factors, whether or not specifically provided for in this contract, 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.

S. Insurance Requirements

The successful vendor will provide proof of insurance in accordance with City Policy. The City must be given a complete copy of the successful vendor's insurance policy, or a Certificate of Insurance. The policy or certificate of insurance must include all related endorsements.

The City of Tacoma shall be specifically named as an additional insured on the policies and all policies shall be primary and non-contributory over any other insurance or self-insurance the City may have. The applicable endorsements must be submitted, by the successful vendor, with the policy or certificate of insurance.

A forty-five (45) calendar day written notice shall be given to the City prior to termination of or any material change to the policy(s) as it relates to this contract; provided that thirty (30) calendar day written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) calendar days prior to such date.

Additional Pollution Liability Insurance: In addition to general liability coverage required under City Policy, the Contractor shall at all times during the term of the term of the purchase order, carry and maintain pollution liability coverage for pollution or environmental damage occurring or arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives,

assigns, or servants. The limits of liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 for any one policy year.

T. Recycling/ Disposal Facilities

Facilities used to handle wastes per this specification must not be subject to unresolved enforcement actions and should be in compliance with applicable environmental laws and regulations. Facilities used to handle wastes per this specification will be subject to audits from the City or its designee. Any visits to facilities shall be unannounced. Such visits shall be during normal working hours and efforts will be made to insure the visits do not interfere with normal operations at the facility.

A pre-award audit may also be performed. Companies may be excluded if significant regulatory enforcement or remediation orders are issued or pending. In addition, if gross operational, design or waste management problems are identified during the audit, which may lead to regulatory enforcement or cleanup orders, the vendor may be excluded.

U. Scheduling and Availability of Service

Successful vendor must be able to perform this service no later than two weeks after the Contract has been awarded. In most cases, the service will be scheduled approximately one week in advance. However, the City may request services under this contract with a quicker response time. In those cases, the vendor shall make all attempts to comply with the request.

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF ENVIRONMENTAL SERVICES

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Bids page near the beginning of the specification for additional details.**

REQUEST FOR BIDS SPECIFICATION NO. ES14-0646F

Vector Truck and Cleaning Services

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

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.)

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

PROPOSAL

Item 1. Truck Wash Sumps and Catch Basins: Two Year Period

<u>Item</u>	<u>Estimated Quantity</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1a	20	1	Pumping and transport, including transport time to/from site and Truck/Driver cost	Each	\$_____	\$_____
1b	20	2,300	Treatment/Processes/Disposal	Gallon	\$_____	\$_____
1c	1	Lump Sum	Testing/Profile	LS		\$_____
			Item 1 Total			\$_____

Note: Estimated Quantity x Estimated Quantity per Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address_____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address_____

Facility Contact _____

Contact Phone # _____

PROPOSAL

Item 2. Coalescing O/W Separators and Vaults: Two Year Period

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
2a	20	1	Pumping and transport, including transport time to/from site and Truck/Driver cost	<u>Each</u>	\$ _____	\$ _____
2b	20	3,750	Treatment/Process/Disposal	<u>Gallon</u>	\$ _____	\$ _____
2c	1	Lump Sum	Testing/Profile	<u>LS</u>		\$ _____
			Item 2 Total			\$ _____

Note: Estimated Quantity x Estimated Quantity per Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

PROPOSAL

Item 3 Leak Detection and Leachate Manhole Cleaning: Two Year Period

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
3a	4	1	Pumping and transport, including transport time to/from site and Truck/Driver cost	<u>Each</u>	\$ _____	\$ _____
3b	4	1	Manhole cleaning, confined space entry, pipe cleaning	<u>Each</u>	\$ _____	\$ _____
3c	4	1,500	Treatment/Process/Disposal	<u>Gallon</u>	\$ _____	\$ _____
3d	1	Lump Sum	Testing/Profile	<u>LS</u>		\$ _____
			Item 3 Total			\$ _____

Note: Estimated Quantity x Estimated Quantity per Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

PROPOSAL

Item 4. White Goods Facility Coalescing Oil/Water Separators: Two Year Period

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
4a	20	1	Pumping and transport, including transport time to/from site and Truck/Driver cost	<u>Each</u>	\$ _____	\$ _____
4b	20	600	Treatment/Process/ Disposal	<u>Gallon</u>	\$ _____	\$ _____
4c	1	LS	Testing/Profile	<u>LS</u>		\$ _____
			Item 4 Total			\$ _____

Note: Estimated Quantity x Estimated Quantity per Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

PROPOSAL

Item 5 Misc. Pumping and Cleaning Services: Two Year Period

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
5a	6	4	Misc. Pumping – using an eductor truck w/ minimum 1,400 gal capacity	<u>Each</u>	\$ _____	\$ _____
5b	6	2,000	Treatment/Process/ Disposal	<u>Gallon</u>	\$ _____	\$ _____
			Item 5 Total			\$ _____

Note: Estimated Quantity x Estimated Quantity per Job x Unit Price = Total Amount

The per gallon cost for misc. pumping services may be adjusted at the time of the job as the exact nature of the materials to be pumped is not known at this time. For bidding purposes, the materials to be pumped will be similar in nature and chemical characteristics as the other materials pumped in this specification.

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

PROPOSAL

Item 6 Catch Basin Pumping and Cleaning Services: Two Year Period

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
6a	2	1 (70 Catch Basins)	Pumping and transport, including transport time to/from site and Truck/Driver cost	<u>Each</u>	\$ _____	\$ _____
6b	2	5,250	Treatment/Process/Disposal	<u>Gallon</u>	\$ _____	\$ _____
6c	1	LS	Testing/Profile	<u>LS</u>		\$ _____
			Item 6 Total			\$ _____

Note: Estimated Quantity x Estimated Quantity per Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

PROPOSAL

Overall Bid Totals

This bid will be awarded to one contractor. In order to properly evaluate the proposal, please complete the following worksheet.

Item Description	Item Cost
Item 1 – Truck Wash Sumps and Catch Basins	\$ _____
Item 2 – Coalescing O/W Separators & Vaults	\$ _____
Item 3 – Leak Detection and Leachate Collection Manhole Cleaning	\$ _____
Item 4 – White Goods Facility Coalescing O/W Separators	\$ _____
Item 5 – Misc. Pumping Services	\$ _____
Item 6 – Catch Basin Pumping and Cleaning Services	\$ _____
<hr/>	
Total for all Services (Items 1-6) excluding sales tax	\$ _____
Sales Tax @ 9.5%	\$ _____
Grand Total for Proposal (Including applicable taxes)	\$ _____

Successful vendor can begin services within _____ days from receipt of contract.

NOTE: Late penalty provisions shall apply.

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

Sustainability

The City has an interest in sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.

1. Have you incorporated sustainability into your everyday business practices? Y/N Please describe

2. Have you taken measures to minimize impacts to the environment in the delivery of proposed goods and/or services? Y/N Please describe.

3. Please describe the estimated percentage of material to be recycled or reused under this project _____%.

APPENDICES

SBE Goal Utilization Form

Prime Contractor's Pre-Work Form

SBE Regulations

Insurance Certificate Requirements

Prevailing Wages

Sample Purchased Services Contract

Standard Terms and Conditions

SBE GOAL UTILIZATION FORM

SMALL BUSINESS ENTERPRISE REQUIREMENTS & PROCEDURES:

All bidders must complete and submit with their bid the following solicitation forms contained in the bid submittal package:

City of Tacoma – Prime Contractor’s Pre-Work Form

IMPORTANT NOTE:

It is the bidder’s responsibility to insure that the SBE subcontractor(s) listed on the SBE Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting the SBE Program Office at (253) 591-5224 between 8 AM and 5 PM, Monday through Friday. This form must have clear expression of SBE participation your company will use on this project. Ordinance 27867, passed by the City Council on December 15, 2009, establishes the overall SBE goal of 22%, except where modified through appropriate procedures. Please refer to the City of Tacoma SBE Provisions included elsewhere in these Special Provisions.

SBE GOAL: This RFB involves a number of small (possibly) single trade projects that may not contain opportunities for any additional subcontracting. Due to its nature, the SBE office has determined zero (0) SBE goals will be included.

For any questions or concerns, please call the SBE Program Coordinator at (253) 591-5224

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE SBE UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 27867.



City of Tacoma
 Community & Economic Development
 Office of Small Business Enterprise
 747 Market Street, Room 900
 Tacoma, WA 98402
 253-591-5224 or 253-573-2435

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name _____

Telephone _____

Address/City/State/Zip Code _____

Specification Number _____

Specification Title _____

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN		AMERICAN INDIAN		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
TOTALS												

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

 Type or Print Name of Responsible Officer / Title

 Signature of Responsible Officer

 Date

INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

This form only applies to employees who will be working on this specific project.

1. "Heading" the company name and address should reflect the subcontractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian," "American Indian," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-591-5224 or 253-573-2435

Chapter 1.07

SMALL BUSINESS ENTERPRISE

Sections:

1.07.010	Policy and purpose.
1.07.020	Definitions.
1.07.030	Discrimination prohibited.
1.07.040	Program administration.
1.07.050	Certification.
1.07.060	Program requirements.
1.07.070	Evaluation of submittals.
1.07.080	Contract compliance.
1.07.090	Program monitoring.
1.07.100	Enforcement.
1.07.110	Remedies.
1.07.120	Unlawful acts.
1.07.130	Severability.
1.07.140	Sunset and review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code (“TMC”), or unless the context in which they are used clearly indicates a different meaning.

A. “Affidavit of Small Business Enterprise Certification” means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. “Base Bid” means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code (“WAC”) 458-20-171.

C. “Bid” means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

D. “Bidder” means an entity or individual who submits a Bid, Proposal or Quote. See also “Respondent.”

E. “City” means all Departments, Divisions and agencies of the City of Tacoma.

F. “Contract” means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A “Contract” as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A “Contract” does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

G. “Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

H. “Evaluated Bid” means a Bid that factors each Respondent’s Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent’s percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

I. “Goals” means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

J. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

K. “SBE Program Coordinator” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the SBE Regulations.

L. “SBE Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. “Lowest and Best Responsible Bidder” means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

N. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

O. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

P. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

Q. “Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

R. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

S. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

T. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

U. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

V. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or his or her designated SBE Program Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than \$1,320,000 excluding one personal residence and the net worth of the business;
2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$36,500,000 for public works companies and not more than \$15,000,000 for non-public works and improvements companies;
3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
4. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or
 - b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or

c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;
2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;
3. List of equipment and vehicles used by the SBE;
4. Description of company structure and owners;
5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
2. That the company has maintained all applicable and necessary licenses in the intervening period, and
3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of \$25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.
6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contract valued at \$25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.
2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.
3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.
4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a SBE utilization goal has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

$$(\text{Base Bid}) \left[\frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \times (.05 \times \text{Low Base Bid}) \right] = \text{Evaluated Bid}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under \$5,000.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on SBE participation shall, during the term of the contract, comply with the SBE goal established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

- 1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
- 2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
- 3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of SBEs, and shall include the right of the City to inspect such records.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or his or her designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2019, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)



INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

<u>CONTRACT AMOUNT</u>	<u>LIABILITY LIMITS</u>
\$ 25,000 and Under	\$ 500,000 Combined Single Limit
\$500,000 and Under	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate
Over \$500,000	\$5,000,000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
 1. Comprehensive General Liability
 2. Automobile Liability - Hired and Non-Owned
 3. Contractual Coverage
 4. Broad Form Property Damage
 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
 6. Any additional coverage specifically required by the City's specification

- B. The following general requirements apply:
 1. Insurance carrier must be authorized to do business in the State of Washington.
 2. Coverage must include personal injury, protective and employer liability.
 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

- C. The following statements are required on the Certificate of Insurance:
 1. *"The City of Tacoma is named as an additional insured"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
 2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
 3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. **See example below.**

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____	CANCELLATION
CITY OF TACOMA PO BOX 11007 TACOMA WA 98411-0007		"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."



STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract
\$40.00 Filing Fee Required

Intent ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS ↓
 Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person		Phone Number	
County where work will be performed		City where work will be performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____		Will all work be subcontracted?	
Will employees perform work on this project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below. (If you choose "No" and this changes later, you certify that you will submit a new form listing workers.)		Do you intend to use subcontractors?	
Expected job start date (mm/dd/yy)		Do you intend to use apprentice employees?	
Craft/trade/occupation. (Do NOT list apprentices.) When using employees in more than one craft, each craft transition must be accurately recorded on the time sheet.		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
Estimated number of workers	Rate of hourly pay	Rate of hourly fringe benefits	

SAMPLE ONLY

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email Address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax) or time and materials, if applicable.	\$ _____
I hereby certify that the information, including any addendums, is correct and that all workers I employ on this Public Works Project will be paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

INSTRUCTIONS TO COMPLETE THE
STATEMENT OF INTENT TO PAY PREVAILING WAGES

Starting in the upper right hand corner of the form:

***Required Fields**

***Project Name:** This is the name given to the prime contractor by the awarding agency.

***Contract #:** This is the number of the contract assigned by the awarding agency to the prime contractor.

***Contract Awarding Agency:** This is the name of the public agency that awarded the contract.

Address, City, State, ZIP +4: This is the address of the contract awarding agency.

Awarding Agency Project Contact Person & Phone #: This is the contact at the awarding agency for this project.

***Approved form will be mailed to this address:** You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.

***County where work will be performed:** This is the county in which the actual work was performed.

City where work will be performed: This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space

***Bid Due Date:** This is the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)

***Date Contract Awarded** – This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)

***Prime Contractor, Contractor Registration #, UBI#, and Phone #:** These are all the prime's information and need to be listed on the form. **Please note: this may not be the contractor who hired you – this is the general contractor who has the contract with the awarding agency.**

***Number of Owner/Operators that Performed Work on the Project that Own 30% or More of the Company:** Only list them if they performed work – if there were none then put zero.

***Will Employees Perform Work on this Project:** Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.

***Will all Work be Subcontracted:** If all work was performed by subcontractors, check the appropriate box.

***Do you intend to use subcontractors:** If part of the work was performed by subcontractors, check the appropriate box.

***Expected Job Start Date:** This is the date that you begin work on the project.

***Do you intend to use apprentices:** Please note that apprentices are considered employees.

***Craft/trade occupation** – List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/partners in the question above and you also indicated no employees then just put N/A in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.)

***Estimated Number of Workers:** List the number of journey-level workers employed for each craft/trade/occupation on this project. This cannot be a range (i.e. 1-2 or 2-4, etc.)

***Rate of Hourly Pay:** Enter the rate of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.

***Rate of Hourly Fringe Benefits:** Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.

***Indicate total dollar amount of your contract or time and materials if applicable:** Time and material is allowed on the Statement of Intent of Pay Prevailing Wages but will not be on the Affidavit to Pay Prevailing Wages.

***Company Name:** Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Intent will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Intent to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at <http://www.lni.wa.gov/TradesLicensing/PrevWage>

Please submit both copies (white and canary) and the \$40 filing fee to:

**Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335**



AFFIDAVIT OF WAGES PAID

Public Works Contract

\$40.00 Filing Fee Required

Affidavit ID # (Assigned by L&I) _____

- This form must be typed or printed in ink.
- Fill in all blanks or form will be returned for correction (see back).
- Please allow a minimum of 10 working days for processing.
- Once approved, your form will be posted online at the website above.

APPROVED FORM WILL BE MAILED TO THIS ADDRESS

Contractor, company or agency name, address, city, state & ZIP+4

Project Name		Contract Number	
Contract Awarding Agency (public agency - not federal or private)			
Awarding Agency Address			
City		State	ZIP+4
Awarding Agency Project Contact Person			Phone Number
County where work was performed		City where work was performed	
Bid due date (mm/dd/yy)		Date contract awarded (mm/dd/yy)	
Date work completed (mm/dd/yy)		Date Intent filed (mm/dd/yy)	
Prime Contractor (has contract with the public agency)		Prime's Phone Number	
Prime's Contractor Registration Number		Prime's UBI Number	
Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____			
Did Employees Perform Work on this Project? <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", please list worker's craft/trade/occupation below.			
Was all work subcontracted?		Did you use subcontractors?	
<input type="checkbox"/> Yes <input type="checkbox"/> No		<input type="checkbox"/> Yes <input type="checkbox"/> No	
Responding "Yes" to either of the above questions will require that you fill out Addendum B, List of Next Tier Subcontractors .			
Job start date (mm/dd/yy)			

Prime Contractor (has contract with the public agency) Prime's Phone Number

Prime's Contractor Registration Number Prime's UBI Number

Number of Owner/Operators that own at least 30% of the company who will perform work on the project: _____

Did Employees Perform Work on this Project? Yes No If "Yes", please list worker's craft/trade/occupation below.

Craft/trade/occupation and apprentices. (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.)

Number of workers	Total # of hours worked – ea. trade	Rate of hourly pay	Rate of hourly fringe benefits

SAMPLE ONLY

Company Name	
Address	
City	State ZIP+4
Contractor Registration Number	UBI Number
Industrial Insurance Account Number	
Email address	Phone Number
For L&I Use Only	
APPROVED:	Department of Labor and Industries
By _____	Industrial Statistician

Indicate total dollar amount of your contract (including Sales Tax.)	\$
I hereby certify that the information, including any addendums, is correct and that all workers I employed on this Public Works Project were paid no less than the Prevailing Wage Rate(s) as determined by the Industrial Statistician of the Department of Labor and Industries.	
Title	Signature

For L&I Use Only	
Check Number: _____	<input type="checkbox"/> \$40 or \$ _____
Issued By: _____	

INSTRUCTIONS TO COMPLETE THE
AFFIDAVIT OF WAGES PAID

Starting in the upper right hand corner of the form:

***Required Fields**

***Project Name:** This is the name given to the prime contractor by the awarding agency.

***Contract #:** This is the number of the contract assigned by the awarding agency to the prime contractor.

***Contract Awarding Agency:** This is the name of the public agency that awarded the contract.

Address, City, State, ZIP +4: This is the address of the contract awarding agency.

Awarding Agency Project Contact Person & Phone #: This is the contact at the awarding agency for this project.

***Approved form will be mailed to this address:** You need to find out where the form should be mailed from the Prime Contractor or the Awarding agency.

***County where work was performed:** This is the county in which the actual work was performed.

City where work was performed: This is the city in which the work was performed. If the work was performed outside the limits of any city, write "N/A" in this space

***Bid Due Date:** This the date that the prime contractor turned in their bid to the awarding agency. (month/day/year)

***Date Contract Awarded –** This is the date the contract was awarded to the prime contractor by the awarding agency. (month/day/year)

***Prime Contractor, Contractor Registration #, UBI#, and Phone #:** These are all the prime's information and need to be listed on the form.

Please note: this may not be the contractor who hired you – this is the general contractor who has the contract with the awarding agency.

***Date Work Completed:** This is the date you completed work on the project. You cannot have a date in the future.

***Date Intent Filed:** This is the date you filed your intent with the Department. An affidavit cannot be approved without the Statement of Intent to Pay Prevailing Wages being filed.

***Intent ID #:** This can be found at the top of the form and is five numbers long.

***Number of Owner/Operators that Performed Work on the Project that Own 30% or More of the Company:** Only list them if they performed work – if there were none then put zero.

***Did Employees Perform Work on this Project:** Need to circle yes or no. If yes then you need to list the trades and occupations otherwise, if no, then you do not have to put anything.

***Was all Work Subcontracted?:** If all work was performed by subcontractors, check the appropriate box.

***Did you use subcontractors?:** If part of the work was performed by subcontractors, check the appropriate box.

***Job Start Date:** This is the date that you begin work on the project.

***Craft/trade occupation –** List each craft/trade/occupation of workers employed on this project. If this is residential, landscape, or underground sewer and water construction, please state so on the form. If operating engineers and/or truck drivers were used, describe the type, and list the size or rated capacity of the equipment. If you indicated owners/partners in the question above and you also indicated no employees then you do not need to fill in this section. (Individuals who own less than 30% of the company are not considered to be owners/operators, and must be paid prevailing wage.) Use Attachment A for additional occupations that will not fit on this form.

***Number of Workers:** List the number of journey-level workers employed for each craft/trade/occupation on this project.

***Total Number of Hours Worked:** List the total number of hours worked for each craft/trade/occupation.

***Rate of Hourly Pay:** Enter the rate of hourly pay for each craft/trade/occupation. Enter the rate of hourly pay as defined by RCW 39.12.010, that you actually provided to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for the "Rate of Hourly Fringe Benefits", if any, must equal or exceed the Prevailing Wage rate.

***Rate of Hourly Fringe Benefits:** Enter the rate of hourly fringe benefits. This is the cost of fringe benefits, as defined by RCW 39.12.010, that you actually paid to the workers. The amount listed for "Rate of Hourly Pay" plus the amount listed for "Rate of Hourly Fringe Benefits", if any, must equal or exceed the prevailing rate of wage.

Apprentices: If apprentices were employed on this project, list each by name, registration number, craft, stage of progression, beginning and ending dates of work performed on this project, and rate of hourly pay and fringe benefits. Any workers not registered with the Washington State Apprenticeship and Training Council must be paid prevailing journeyman wages. Any apprentice not registered with the Washington State Apprenticeship and Training Council within 60 days of hiring must be paid prevailing journeyman wages for the time preceding the date of registration. To verify apprenticeship registration and status, call (360) 902-5324.

***Indicate total dollar amount of your contract:** Including sales tax (No Time & Material allowed)

***Company Name:** Indicate your company's name, address, phone number, and the signature of an authorized company representative with date signed. (Contractor registration number begins with the first letters of company name).

If there is not enough space to list all required information on one form, use additional Intent forms as needed. Please indicate at the top of each form "Page 1 of 2", "Page 2 of 2", etc. No additional fee is required. No other attachments will be accepted.

Approval of this Affidavit will be based on the information provided by the contractor/subcontractor. It does not signify approval of the classifications of labor used by the contractor/subcontractor.

L&I will mail the approved white copy of this Affidavit to the organization provided on the front of this form. Make a copy for your records.

Prevailing wage rates are available on the Internet at <http://www.lni.wa.gov/TradesLicensing/PrevWage>

Please submit both copies (white and canary) and the \$40 filing fee to:

**Management Services
Dept. of Labor and Industries
PO Box 44835
Olympia, WA 98504-4835
(360) 902-5335**

PREVAILING WAGE RATES

FOR

PIERCE COUNTY

Effective date March 3, 2015

See Department of Labor and Industries URL link
<https://fortress.wa.gov/lni/wagelookup/prvWagelookup.aspx>

PREVAILING WAGE RATES

FOR

PIERCE COUNTY

APPRENTICES

Effective date March 3, 2015

See Department of Labor and Industries URL link
<https://fortress.wa.gov/lni/wagelookup/ApprenticeWageLookup.aspx>

PURCHASED SERVICES CONTRACT

THIS CONTRACT made and entered into effective this ____ day of _____, 20____, by and between the **CITY OF TACOMA**, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and Insert Name of Contractor, a Insert Business Entity Status, e.g., sole proprietorship, limited liability company, Washington state corporation, etc. (hereinafter referred to as "CONTRACTOR"); is hereby entered into for the following purchased services:

The Contractor and City agree:

1. Scope of Services/Work

The purpose of this Contract is to provide add description of work services at add description service location located at add address. These services shall include, but not be limited to, the following:

- A. DESCRIBE SPECIFIC SERVICES/WORK HERE. ALSO, reference any Request for Bids/Proposals/Qualifications or Quotes issued.
- B. Add other desired specifications here.

The Contractor shall perform all services in accordance with and as described herein and in the attached specifications, which are by this reference fully incorporated herein and made a part hereof.

The Contractor shall report directly to Add city contact person here and shall address any questions pertaining to performance under this Contract to said City representative.

2. Termination and Suspension

The CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends.

3. Independent Contractor

The services shall be furnished by the Contractor as an independent contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or

master/servant. No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to Contractor. The payroll or employment taxes that are the subject of this paragraph include but are not limited to FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. No workers' compensation insurance has been or will be obtained by the City of Tacoma on account of Contractor. Contractor may be required to provide the City proof of payment of these said taxes and benefits.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits. As required by Sub-Titles 6A and 6B of the Tacoma Municipal Code, the Contractor shall obtain appropriate City business licenses, and shall pay business and occupation taxes as may be required by Tacoma ordinances.

4. Work Schedule

The Contractor agrees to work insert full-time, part-time, number of hours per day/week, etc. commencing enter date services are to begin.

5. Compensation

The Contractor shall receive from the City of Tacoma insert monthly or hourly rate for performance of the above-stated services. No other form of compensation shall be paid. TOTAL CONTRACT NOT TO EXCEED \$enter amount annually.

6. Indemnification

Contractor shall defend, indemnify and hold harmless the City, its officials, officers, agents, employees, representatives and volunteers from, and shall process and defend at its sole expense, any and all claims, demands, damages, suits at law or in equity, liabilities, losses, judgments, liens, expenses, and costs arising out of or occasioned by the negligence or willful misconduct in the performance of this Contract by Contractor, its employees, agents, representatives or volunteers, excepting only liability occasioned by the sole negligence of the City or its employees acting within the scope of their employment to the extent such liability is fixed by a court of competent jurisdiction. In this regard, the Contractor recognizes that it is waiving immunity under Industrial Insurance Law, Title 51 RCW, and that this indemnification clause has been mutually negotiated.

7. Insurance

During the course of performance of the services specified herein, Contractor shall maintain the following insurance coverage:

- A.** Commercial General liability -- \$100,000 per occurrence single limit combined for personal injury and property damage add any additional applicable references, e.g., theft insurance for janitorial services.
- B.** In the event Contractor shall utilize employees to perform services hereunder, Contractor shall also maintain Workers' Compensation and employer's liability insurance for the statutory limits.

C. Automobile public liability and property damage -- \$1,000,000 single limit combined for bodily injury and property damage.

Contractor shall provide City with a Certificate of Insurance by Contractor's insurance carrier or agent certifying the above insurance coverage is/are in effect and will not be cancelled or materially changed without 30 days written notice given to the City. The Commercial General Liability policy shall include an endorsement or designation acceptable to the City naming the City as an additional insured and stating that coverage under such policy is primary over any insurance the City may maintain.

8. Modification

Any and all modifications to this Contract shall be in writing and signed by an Assistant City Attorney.

9. Entire Agreement

This written Contract represents the entire agreement between the parties and supersedes any prior oral agreements, discussions or understandings between the parties.

10. Governing Law

This Contract shall be subject to all laws, rules and regulations of the United States of America, the State of Washington, the County of Pierce and the City of Tacoma.

11. No Guarantee of Employment

The performance of all or part of this Contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the Contractor by the City at the present time or in the future. Contractor understands and acknowledges that it has no expectation of permanent employment with the City. Contractor agrees that Contractor is not entitled to any City employee's benefits and if a staff position should be funded, Contractor acknowledges that Contractor must apply for such position and compete for said position as any other applicant.

12. Confidentiality

All City premises, equipment, records, and files which the Contractor may work at or come in contact with are sensitive and/or confidential in nature. Any discovered breach of confidentiality or other misconduct will result in the immediate termination of the Contractor.

13. Prevailing Wages and Equal Employment Opportunities

The Contractor agrees to comply with all applicable laws, including the Tacoma Municipal Code, relating to payment of prevailing wages and non-discrimination in employment. In this regard, PROVIDER may be asked to complete and provide a Statement of Intent to Pay Prevailing Wages (for work performed that is subject to RCW 39.12) and/or a Personnel Inventory Form showing the diversity of PROVIDER's staff. Failure to pay prevailing wages, when applicable, and/or violation of equal employment laws may be grounds to invalidate this Agreement.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the day and year first written above.

CITY OF TACOMA

INSERT NAME OF CONTRACTOR

Printed Name/Title Division Head or Representative

Printed Name: _____

Title: _____

Printed Name/Title of additional department/division representative, if applicable

Address: _____

Director of Finance

Approved as to Form:

City/State/Zip

Deputy/Assistant City Attorney

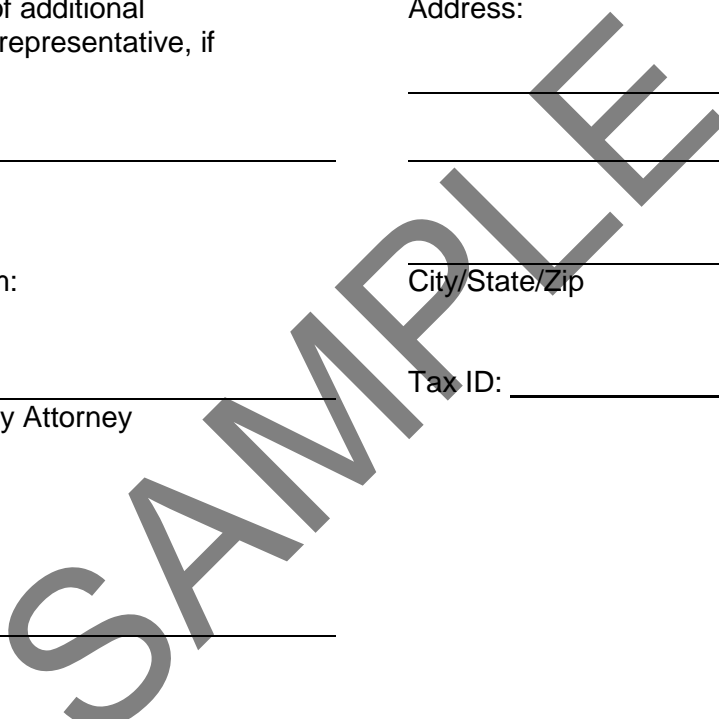
Tax ID: _____

Approved:

Risk Manager

Attest:

City Clerk



**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 1 – SOLICITATION**

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

Submittal packages must be received by the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package. City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.**

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Division prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

Submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new submittals.

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds

without limitation, and may exercise, at its sole discretion, the following rights and conditions:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all respondents in connection with this RFP process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.
12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.
13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

The City of Tacoma reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. Evaluation Factors

In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible submittal:

1. Compliance with the Specification and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

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, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

B. Cash Discount

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at www.TacomaPurchasing.org. Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the

submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

C. City of Tacoma Business and Occupation Tax

It is the Respondent's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal.

Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website <http://www.cityoftacoma.org/Page.aspx?nid=201>.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

1.17 PUBLIC DISCLOSURE

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

1.18 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent. Marking the entire submittal as "confidential" or "proprietary" or "trade secret" is not acceptable and is grounds to reject such submittal.**

If a public records request is made for disclosure of all or any part of Respondent's submittal, **and** Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma's Title VI coordinator at 253-591-5224 for additional information.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

Any Respondent who refuses to enter into a contract after it has been awarded to the Respondent will be in breach of the agreement to enter the contract, and the Respondent's certified or cashiers check or bid bond, if any, shall be forfeited.

1.23 AWARD

The City reserves the right to award contracts for any or all items to one or more respondents in the best interests of the City.

1.24 FINAL AWARD DETERMINATION

The Tacoma City Council or Public Utility Board, for awards over \$200,000, shall be the final judge as to which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma to accept. The purchasing manager makes the determination for awards of \$200,000 and less.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SERVICES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Contractor's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 SERVICES

The services and/or work contracted for herein exclude public works and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

2.04 SCOPE OF WORK

The Contractor agrees to diligently and completely perform the services required by this Contract.

The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor the City agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Delivery of incidental products will be as designated in this Contract.

2.05 TIME FOR PERFORMANCE

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

2.06 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.07 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

2.08 INVOICES

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.09 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.10 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

2.11 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.

2.12 WARRANTIES/REPRESENTATIONS

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which the City intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by the City, other City contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

2.13 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Contractor acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

The Contractor, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Contractor shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30.

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Contractor agrees to hold the City harmless from such costs, including attorney's fees. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

2.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

All federal, state, municipal and/or local laws and regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.15 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

2.16 NON-DISCRIMINATION

The Contractor agrees to take all steps necessary to comply with all federal, state and City laws and policies regarding non-discrimination and equal employment opportunities. The Contractor shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by the Contractor with any of the non-discrimination provisions of this Contract, the City shall be deemed to have cause to terminate this Contract, in whole or in part.

2.17 PREVAILING WAGES PAID – IF REQUIRED

If this Contract involves services for which state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference. If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that no worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and (c) immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by the 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 must be received or verified by the City prior to final Contract payment.

2.18 CONFLICT OF INTEREST

No officer, employee or agent of the City, nor any member of the immediate family of any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The Contractor shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Contractor represents that the Contractor presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains that would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Contractor also agrees that its violation of the City's Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

2.19 REPORTS, RIGHT TO AUDIT, PERSONNEL

A. Reports

The Contractor shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken pursuant to this Contract.

B. Right to Audit

Upon City's request, the Contractor shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

C. Personnel

If before, during, or after the execution of this Contract, the Contractor has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to this Contract, then the Contractor is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the City, and on a case by case basis.

2.20 TERMINATION AND SUSPENSION

The City may terminate this Contract at any time, with or without cause, by giving 10 business days written notice to Contractor. In the event of termination, all finished and unfinished work prepared by the Contractor pursuant to this Contract shall be provided to the City. In the event City terminates this Contract due to the City's own reasons and without cause due to the Contractor's actions or omissions, the City shall pay the Contractor the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

The City may suspend this Contract, at its sole discretion, upon three business days written notice to the Contractor. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Contractor's actual expenses and shall be subject to verification. The Contractor shall resume performance of services under this Contract without delay when the suspension period ends.

Termination or suspension of this Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Contractor relative to performance hereunder.

2.21 INDEMNIFICATION – HOLD HARMLESS

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.22 INSURANCE

The Contractor shall maintain all necessary insurance to protect Contractor and the City from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

2.23 INDEPENDENT CONTRACTOR STATUS

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at

its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

2.24 NOTICES

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail or facsimile, all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the Contractor's registered agent and to the applicable City department representative.

2.25 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

To the extent that Contractor creates any work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, Contractor agrees to the following: The work has been specially ordered and commissioned by the City. Contractor agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Contractor hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Contractor's creation of the work.

The Contractor shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless the City for any claim resulting there from.

2.26 PUBLIC DISCLOSURE

This Contract and documents provided to the City by Contractor hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the City may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies.

2.27 DUTY OF CONFIDENTIALITY

Contractor acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Contractor's employees, agents, or subcontractors who have a substantial need to know such information in connection with Contractor's performance of obligations under this Contract, the Contractor shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

2.28 DISPUTE RESOLUTION

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the City's right to terminate authorized by this Contract.

2.29 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

2.30 ASSIGNMENT

The Contractor shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract without the prior written consent of the City.

2.31 WAIVER

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

2.32 SEVERABILITY AND SURVIVAL

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

2.33 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Services, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Services, are fully incorporated into and considered part of the Contract.

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