DEPARTMENT OF PUBLIC WORKS
REQUEST FOR PROPOSALS
FIRE ALARM CONVERSION AND MONITORING SERVICES
FOR CITY FACILITIES
SPECIFICATION NO. PW15-0529F

FACILITIES MANAGEMENT
REQUEST FOR PROPOSALS
PW15-0529F
Fire Alarm Conversion and Monitoring Services

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, July 19, 2016

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-Proposal Meeting: A pre-proposal meeting will be held at 10:00 AM on Thursday, June 30, 2016 in room 248 of the Tacoma Municipal Building located at 747 Market Street, Tacoma, WA.

Project Scope: Provide labor and materials to convert Fire Alarm Notification Systems in City Facilities and perform 24/7 Monitoring.

Estimate: N/A

Paid Leave and Minimum Wage: Effective February 1, 2016, the City of Tacoma requires all employers to provide paid leave and minimum wages, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit www.cityoftacoma.org/employmentstandards.

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.
Public works and improvement projects for the City of Tacoma are subject to Washington state law and Tacoma Municipal Code, including, but not limited to the following:

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

In order to be considered a responsible bidder the bidder must meet the following mandatory state responsibility criteria contained in RCW 39.04.350:

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of bid submittal;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
   a. Have Industrial Insurance (workers’ compensation) coverage for the bidder’s employees working in Washington, as required in Title 51 RCW;
   b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
   c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage); and
5. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

Effective March 30, 2012, RCW 39.04.380 imposes a reciprocal preference for resident contractors. Any bid received from a non-resident contractor from a state that provides an in-state percentage bidding preference is subject application of a comparable percentage disadvantage.

A non-resident contractor from a state that provides an in-state percentage bidding preference means a contractor that:

1. Is from a state that provides a percentage bid preference to its resident contractors bidding on public works projects, and
2. Does not have a physical office located in Washington at the time of bidding on the City of Tacoma public works project.

The state of residence for a non-resident contractor is the state in which the contractor was incorporated, or if not a corporation, the state in which the contractor’s business entity was formed.

The City of Tacoma will evaluate all non-resident contractors for an out of state bidder preference. If the state of the non-resident contractor provides an in state contractor preference, a comparable percentage disadvantage will be applied to the non-resident
contractor’s bid prior to contract award. The responsive and lowest and best responsible bidder after application of any non-resident disadvantage will be awarded the contract.

The reciprocal preference evaluation does not apply to public works procured pursuant to RCW 39.04.155, RCW 39.04.280, federally funded competitive solicitations where such agencies prohibit the application of bid preferences, or any other procurement exempt from competitive bidding.

Bidders must provide the City of Tacoma with their state of incorporation or the state in which the business entity was formed and include whether the bidder has a physical office located in Washington.

The bidder shall submit documentation demonstrating compliance with above criteria on the enclosed State Responsibility and Reciprocal Bidder Information form.

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.

2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:

   a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;

   b. Have a current Washington Unified Business Identifier (UBI) number;

   c. If applicable, have:

      a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;

      b. A Washington Employment Security Department number, as required in Title 50 RCW;

      c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;

      d. An electrical contractor license, if required by Chapter 19.28 RCW;

      e. An elevator contractor license, if required by Chapter 70.87 RCW.

3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage);

4. Until December 31, 2013, not have violated more than one time the off-site, prefabricated, non-standard, project specific items reporting requirements of RCW 39.04.370.
II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

In order to be considered a responsible bidder, the prospective bidder shall have all of the following qualifications set forth in Tacoma Municipal Code 1.06.262:

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

In addition to the mandatory bidder responsibility criteria listed immediately above, the City may, in addition to price, consider any or all of the following criteria contained in Tacoma Municipal Code Chapter 1.06.262 in determining bidder responsibility:

1. The ability, capacity, experience, stability, technical qualifications and skill of the respondent to perform the contract;
2. Whether the respondent can perform the contract within the time specified, without delay or interference;
3. Integrity, reputation, character, judgment, experience, and efficiency of the respondents, including past compliance with the City’s Ethics Code;
4. Quality of performance of previous contracts;
5. Previous and existing compliance with laws and ordinances relating to contracts or services;
6. Sufficiency of the respondent’s financial resources;
7. Quality, availability, and adaptability of the supplies, purchased services or public works to the particular use required;
8. Ability of the respondent to provide future maintenance and service on a timely basis;
9. Payment terms and prompt pay discounts;
10. The number and scope of conditions attached to the submittal;
11. Compliance with all applicable City requirements, including but not limited to the City’s Ethics Code and its Historically Underutilized Business and Local Employment and Apprenticeship programs;
12. Other qualification criteria set forth in the specification or advertisement that the appropriate department or division head determines to be in the best interests of the City.

The City may require bidders to furnish information, sworn or certified to be true, to demonstrate compliance with the City responsibility criteria set forth above. If the city manager or director of utilities is not satisfied with the sufficiency of the information provided, or if the prospective respondent does not substantially meet all responsibility requirements, any submittal from such respondent must be disregarded.
B. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City’s supplemental criteria by submitting a written request to the Purchasing Division no later than 3:00 p.m. Pacific Time, July 6, 2016. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests may be submitted via postal mail or delivered personally, or sent by e-mail or fax, within the above timeline to:

**MAIL**
City of Tacoma Purchasing Division  
PO Box 11007  
Tacoma, WA 98411-0007  
Fax: 253-502-8372  
E-mail: bids@cityoftacoma.org

**DELIVERY**
City of Tacoma Purchasing Division  
Tacoma Public Utilities  
Administration Building North – Main Floor  
3628 South 35th Street  
Tacoma, WA 98409-3115

The City will respond to a timely submitted request prior to the bid opening date. Changes to the supplemental criteria, if warranted, will be issued by addendum to the solicitation documents and posted to the City’s website for the attention of all prospective bidders.

C. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City’s Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to $200,000 and by Contracts and Awards Board for contracts greater than $200,000.
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SUBMITTAL CHECKLIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposal page.

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible

<table>
<thead>
<tr>
<th>The following items make up your submittal package:</th>
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<tr>
<td>One original, 5 copies and one electronic copy (CD or flash drive) of your complete submittal package (with original and copies clearly identified)</td>
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<th>After award, the following documents will be executed:</th>
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<td>CERTIFICATE OF INSURANCE</td>
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<td>PERFORMANCE BOND</td>
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<td>WA DEPT L&amp;I STATEMENT OF INTENT TO PAY PREVAILING WAGES (FOR INSTALLATION ONLY)</td>
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<td>WA DEPT L&amp;I AFFIDAVIT OF WAGES PAID</td>
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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://wwp.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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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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SECTION 3 – SUPPLIES

3.01 SUPPLIER

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

3.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Supplier'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 Supplier invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

3.03 APPROVED EQUALS

Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.

The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the Supplier's expense.

When a brand name or level of quality is not stated in the Supplier's submittal, it is understood the Supplier's submittal shall exactly confirm with those required in this Contract. If more than one brand name is stated in this Specification, Supplier(s) must indicate the brand and model/part number to be supplied.

3.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contact. All prices shall be FOB, 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 Supplier until delivery is tendered.

B. Delivery

Delivery will be to the designated addresses set forth in this Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except holidays. Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Supplier's expense except in the case of force majeure.

3.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

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:
Any terms, provisions or language in Supplier’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.

3.06 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 Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier. 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.

3.07 INCREASE OR DECREASE IN QUANTITIES

The City reserves the right to increase or decrease the quantities of any item awarded pursuant to this Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

3.08 EXTENSION OF CONTRACT

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

3.09 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in this Contract.

3.10 COMPARATIVE PRICING

If at any time during the term of this Contract, the Supplier reduces prices to other buyers purchasing approximately the same quantities stated on this Contract, the Supplier will immediately notify the City of Tacoma purchasing manager of such fact, and the price(s) for future orders hereunder shall be reduced accordingly.

3.11 CHANGES

The City at any time by written change order may make reasonable changes in the place of delivery, installation or inspection, the method of shipment or packing, identification and ancillary matters that the Supplier may accommodate without substantial additional expense.

3.12 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 Supplier, 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 Supplier’s responsibility to inform such public agencies of this Contract. Supplier shall invoice such public agencies as separate entities.

3.13 WARRANTIES/GUARANTEE

Suppliers warrant that all items: are merchantable; comply with the City’s latest drawings and specifications; are fit for the City's intended use; are new and unused unless otherwise stated; comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products
Safety Act, and all other applicable state and federal laws or agency regulations; are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

3.14 PATENTS, TRADEMARKS AND COPYRIGHTS

The Supplier warrants that the equipment and/or materials furnished pursuant to this Contract do not infringe on any patent, trademark or copyright, and agrees to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

3.15 DEFAULT

In the event of material default by the Supplier on any of the conditions of this Contract, the Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due the Supplier, or collect against the bond or security (if any), or may invoice and recover from the Supplier all costs paid in excess of the price(s) set forth in this Contract. The prices paid by the City in good faith shall be considered the prevailing market price at the time such purchase is made.

3.16 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 Supplier acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Supplier 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 Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Supplier 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 Supplier agrees to hold the City harmless from such costs, including attorney’s fees. In the event the Supplier 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 Supplier 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 Supplier’s total compensation.

3.17 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

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

3.18 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.

3.19 NONDISCRIMINATION

The Supplier 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 Supplier 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 Supplier 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.

3.20 PREVAILING WAGES PAID – IF REQUIRED

If federal, state, local or any applicable law requires the Supplier to pay prevailing wages in connection with this Contract, and Supplier is so notified by the City, then the Supplier shall pay applicable Prevailing Wages.
3.21 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 Supplier shall comply with all federal, state and City conflict of interest laws, statutes and regulations. The Supplier represents that the Supplier 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 Supplier’s services and obligations hereunder. The Supplier further covenants that, in performance of this Contract, no person having any such interest shall be employed. The Supplier 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.

3.22 RIGHT TO AUDIT
Upon City’s request, the Supplier shall make available to City all accounts, records and documents related to this Contract 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.

3.23 TERMINATION
The City reserves the right to terminate this Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials or equipment previously furnished hereunder shall become its property.

3.24 INDEMNIFICATION – HOLD HARMLESS
The Supplier agrees to indemnify, defend and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including the Supplier’s or subcontractor’s employees), or damage to property involving the Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of this Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, the Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney’s fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By the Supplier’s acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

3.25 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.

3.26 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.

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

3.28 ASSIGNMENT
The Supplier 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.
3.29 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.

3.30 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.

3.31 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Supplies, 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, Supplies, are fully incorporated into and considered part of the Contract.

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REQUEST FOR PROPOSAL

4. OVERVIEW

5. SCOPE OF WORK

6. GENERAL SPECIFICATIONS & PROVISIONS

7. SCHEDULE AND INQUIRIES TO THE RFP

8. PROPOSAL INSTRUCTIONS

9. EVALUATION / INTERVIEWS / AWARD
4.1. INTRODUCTION

The City of Tacoma (City), Department of Public Works, Facilities Management Division is seeking proposals from qualified firms to replace Fire Alarm signal notification/communication equipment and provide ongoing monitoring capability for City owned facilities listed in Attachment 1.

All alarms are to be monitored 24 hours per day, seven days a week, including holidays. Maintenance and repair of all monitoring equipment installed by the service provider shall be the responsibility of the service provider.

The initial term of the contract with the selected firm will be for a three (3) year period from the date of contract implementation with a provision for a single, 2 year renewal period.

4.2. BACKGROUND

Facilities Management is an operating Division in the Public Works Department of the City of Tacoma providing operations and maintenance functions for general government facilities. Facilities Management is responsible for over 40 diverse facilities including Fire and Police Stations, Senior Centers, Special Population Activity Centers, and Municipal Government facilities located in Pierce County.

4.3. PURPOSE

For many years the City of Tacoma has relied upon the Tacoma Fire Department (TFD) to monitor individual City facility fire alarm systems. Effective in 2015, TFD has elected to remove themselves from fire alarm monitoring services; necessitating the need to route the fire alarm signals to a third party for continuous monitoring.

Facilities Management will require the replacement of this monitoring capacity for those facilities affected by this change. These City facilities house: general government administration, Police and Fire operations, Senior Citizen functions, Special Population activities, and have been constructed over a substantial period of time. There are various brands of fire sensors and fire annunciation panels already in place, as well as a number of levels of monitoring involved in the fire systems. Some are smoke only, some are smoke and sprinkler supervision, and still others have had additional functions added over time. These various systems need to communicate to a U.L. listed central stations for third party alarm monitoring. Outputs on the alarm panel include provisions for reporting:

- Fire Alarm
- Sprinkler Flow
- Supervisory/Tamper
- Trouble

All Existing Fire Alarm Control Panels and are owned by the City. Follow on fire alarm monitoring for the term of the contract.

4.4. QUALIFICATIONS OF PROPOSER

The Proposer shall be qualified by experience, financing, and equipment to do the work called for in the specifications. The City shall have the right to take such action as it deems necessary in determining the ability of the Proposer to perform the work satisfactorily.
4.5. DEFINITIONS

4.3.1 **Contract Administrator**: City shall designate an employee responsible for the administration of the contract per the terms of the specification.

4.3.2 **Contractor/Proposer**: Fire Alarm Monitoring, Equipment Installation, or Maintenance firm and its Owners or Managers, responsible for the performance of all Contractor employees to meet the terms of the contract and specifications.

4.3.3 **Contractor's Employees**: References to Contractor's Employees in this specification are intended to include Contractor and any and all Contractor personnel in any and all positions and any Sub-Contractor of the Contractor and any and all Sub-Contractor personnel in any and all positions.
SECTION 5  SCOPE OF WORK

5.1. GENERAL INSTALLATION

The selected service provider shall provide all equipment necessary to provide communications between the City’s Fire Alarm Panels and the Central Monitoring Station. Such Equipment shall be NFPA, Tacoma Fire Department, UL, and FCC Code compliant. Any alternate product/equipment, other than specified below shall be explained in detail with a performance benefits analysis including any impact to the tenants in the City facilities (e.g. system downtime, testing, fire watch). The City Public Works Facilities Department reserves the right to hire a consultant to review and give an opinion/recommendation on the proposed equipment. During the scheduled time of conversion, the service provider shall be responsible for all false alarms, fire watch expenses, trouble signals, and City of Tacoma violations.

1. The selected service provider shall be responsible for the following:
   • Any proposed system must meet the criteria for suitability to the Fire Code.
   • The proposer must demonstrate sufficient resources to meet the timetable, and be competitive on pricing for installation and ongoing monitoring.
   • Installer must have at least 3 substantial references for previous installations.
     o All partners and/or subcontractors must be identified. Any work performed by the partner/subcontractor must be identified and applicable project history and references provided.
   • Proposals must explain the scope of the proposers installation of the monitoring system and how they will approach each installation to assure its’ success.
   • The creation of an Equipment transition plan providing building names and dates of installation.
   • Co-ordination of removal of current Tacoma Fire Department equipment with the Tacoma Fire Department.
   • Ensuring there is Alarm Monitoring coverage for each building during the equipment transition period.
   • Training applicable local staff and maintenance personnel staff on the use of any software and/or hardware used for these systems.
   • Maintaining qualified supervisors, technicians and monitoring staff at all times.
   • Adding or deleting locations and related equipment and services in a timely manner.
   • Providing on-line reporting as required by the City
   • The service provider shall provide a copy of any operator/agent procedures and/or training manuals used in the selection and hiring of Supervisors/Managers. The documents must show what type of qualifications and training are required to be a Central Station or Field Supervisor/Manager

2. Proposed installations will be based upon an AES Intellinet communication system utilizing the Model 7788F or 7744F units as determined by installation need. Supplier will establish connection to a dedicated fire alarm equipment 110V circuit and provide outlet tap for transformer power. The transformer will be secured to the outlet by a Supplier-provided security box to prevent tampering. The Supplier will enable the system to converse with the central monitoring station.
3. Facilities Management will select a proposed system that will be compatible among the disparate alarm systems within the City, provide the highest level of reliability, and will minimize the costs of operation.

4. The supplier will provide and install any other equipment necessary to operate as a fire alarm monitoring system. This shall include but will not be limited to providing a smoke detector above the communicator if none is existing and/or providing a Model 7740 local annunciator if the existing fire alarm control equipment is not capable of annunciating signals from the AES communicator.

5. All system trouble, supervisory, and alarm signals that can be monitored by the AES communicator without the replacement of the existing fire alarm control unit shall be monitored. If replacement of the fire alarm control unit would be necessary to monitor trouble, supervisory and alarm signals separately it shall be acceptable to monitor only those signals that the existing fire alarm control unit is capable of transmitting.

6. Demonstrate a NETCON value of 5 on the AES handheld programming tool. If necessary to establish a NETCON 5, provide and install appropriate external weather-proof antenna and seal any penetrations in the building envelope as weather proof.

7. To the extent reasonable, any penetrations in the building envelope will not be made on a west or south-facing exposure or in a flat or pitched roof drainage channel. All penetrations should make use of existing structural protections (under overhangs, etc.) to limit potential weather penetration after the installation. Any horizontal penetration over a flat roof section will be of substantial clearance above the deck to prevent water penetration during wind/rain events.

8. Posting service provider's account numbers at all Fire Alarm Panels for ease in placing systems into test mode and giving a report of same to City Facilities Department.

9. All installations must be completed in a workmanlike manner. Most fire alarm panels are in an open space where many visitors may view. It is a requirement that all work be consistent with the conditions surrounding the installation. All 110V power runs will be in solid metal conduit junction to junction. Antenna runs will be in metal conduit until above ceiling. Conduit must be thoroughly secured.

10. The service provider's technician shall ensure that the alarm system in the facility in which he/she is working is in good working order before leaving the worksite. The technician will contact the City if any components owned by City are not operating within its correct parameters. Back-up emergency batteries in the service provider's equipment are to be provided and replaced as needed by the service provider.

11. Proposals shall state which party owns what equipment, which party is responsible for maintenance, and which party is responsible for continuing quality of signalization and which party is responsible for monitoring of fire alarms.

12. Please note the scoring criteria in section below and prepare any quote reflecting those points.

13. NOTE: Should there be a situation where an AES radio installation is not suitable, an appropriate option shall be presented by the contractor for that facility. Options may include cellular communicator, a dialer with dedicated phone line, etc.
5.2. REPAIRS, MAINTENANCE, EQUIPMENT FAILURE

1. The service providers Alarm Monitoring and Communication equipment shall be maintained by the service provider. Any repairs or replacements of this equipment, including batteries, shall be the service provider’s responsibility for the term of the contract.

2. The service provider must be able to respond within four (4) hours with a minimum of one (1) qualified technician for a failed system component or after receipt of notification request from an authorized representative of the City. The Service provider shall maintain a 24 hour phone number for emergencies. If the service provider finds the Fire Alarm Control Panel owned by the City not operating within its correct parameters the service provider will immediately contact the City's representative.

5.3 MONITORING SERVICE REQUIREMENTS

1. The City will be entering into an initial 3 year monitoring contract with a single 2 year extension; this contract may or may not be awarded to the same company that is providing the equipment install per this scope.

2. Monitoring
   a. Provide 24 hour per day 7 day per week, including holidays, monitoring of fire alarms transmitted or monitored at the service provider’s central station/facility and provide appropriate dispatch response to the alarm. The City shall provide protocols for each facility on alarm management and control.
   b. In general, alarm monitoring firm will dispatch fire alarm to the appropriate 9-1-1 dispatch center immediately on receipt of an activated alarm.
   c. Maintain call down lists for each facility and perform call downs on receipt of the alarm.
   d. Provide dispatching special instructions as required.
   e. Provide City control of code management and contact lists.
   f. The monitoring facility must be UL listed and certified.
   g. Assets of Contractor Webnet Radio Network MUST be able to handle call load during peak events.

3. Reports:
   a. Provide reports of all alarm responses as requested by the City showing, but not limited to, the alarm time, the service provider’s agent, who the agent talked to, the time the contact was made with the City, and the information dispatched.
   b. Provide open/close reports, number of people to contact, alarm reports, alarm verification and other as determined by the City.
   c. Maintain history/reports/logs for easy retrieval for period of at least (6) months.
   d. Archive history/reports/logs for period of at least (5) years.
   e. Provide web based computer software access.
   f. List of Facilities/Locations specific to this contract are attached.
SECTION 6  GENERAL SPECIFICATIONS & PROVISIONS

6.1  GENERAL INFORMATION

6.1.1  SAFETY COORDINATION, WORK AND SAFETY RULES

The Contractor shall comply with work site conditions and work rules established by Facilities Management and shall cooperate with Facilities Management in enforcing work site conditions and work rules which directly affect the performance of the Services, including but not limited to, starting and quitting times, smoking regulations, check-in and check-out procedures, and work site safety and clearance procedures.

Without limiting the foregoing, the Contractor will use good faith efforts to properly train its employees about proper and safe work methods and work site safety and will provide notice to Facilities Management (if reasonably necessary) of work safety issues.

The Contractor shall, in connection with performance of this Contract, create no hazard to Facilities Management’s employees and invitees and shall coordinate and cooperate with Facilities Management to protect the life and health of all persons working at or visiting the premises.

6.1.2  CHANGES, ADDITIONS, AND DELETIONS

Facilities Management may, at any time during performance of the Services, by written order or indicated as a change notice, direct changes in the Services which are within the general scope of the Contract, including but not limited to changes in (1) the specifications and drawings, (2) the method or manner of performance of the Services, (3) Facilities Management furnished equipment, materials, services or site, or (4) the performance period for the Services. Any other written or oral order (including direction, instruction, interpretation or determination) from Facilities Management to the Contractor that causes any such change, shall be treated as a change notice under this Article, provided that the Contractor gives Facilities Management written notice within seven (7) days stating the date, circumstances and source of the order and that the Contractor regards the order as a change notice.

If the Contractor agrees to a requested change and intends to request an equitable adjustment in the amount of reimbursement or period of performance as a result of any change, the Contractor shall submit a written request for equitable adjustment within thirty (30) days of the occurrence of the change in sufficient detail to permit evaluation by Facilities Management. Upon mutual agreement between Facilities Management and the Contractor as to the extent of equitable adjustment resulting from any change, the Contract shall be modified by a written Change Order executed by both Facilities Management and the Contractor.

6.1.3  LICENSING REQUIREMENTS

The service provider must meet all industry, City of Tacoma and State of Washington licensing requirements. Technicians must have current licenses as required by the City of Tacoma, Tacoma Fire Department and the State of Washington

6.1.4  PROTECTION OF PROPERTY

The Contractor shall continuously protect the work and Facilities Management’s property, including materials, facilities and equipment furnished by Facilities Management, from damage and loss. The Contractor shall maintain all passageways, guard fences, lights and other facilities used by its personnel for the protection required by public authority.
6.1.5 SEVERABILITY

The invalidity in whole or in part of any Article or paragraph within an Article of this Contract will not affect the remainder of such Article or paragraph or any other Article of this Contract.

6.1.6 NOTICES

Any notice, request, approval, consent, instruction, direction or other communication given by a party to this Contract to the other shall be in writing (including by telegraph, telecopier, or like mode of communication) and shall be delivered in person or mailed, properly addressed and stamped with the required postage, to the intended recipient.

6.1.7 ACCOUNTING, RECORDS AND AUDITS

The Contractor shall keep and maintain, in accordance with generally accepted accounting principles and practices, complete and accurate books and records of all expenditures made in connection with this Contract. During the Term of this Contract, and for six (6) years thereafter, Facilities Management shall have the right to inspect and audit during normal business hours all pertinent books and records of the Contractor and/or any subcontractor or agent of the Contractor that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by Facilities Management to assess performance, compliance and/or quality assurance under this Contract.

The Contractor shall, upon three (3) days of receipt of written request for such inspection and audit from Facilities Management, provide Facilities Management with, or permit Facilities Management to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as Facilities Management selects.

Facilities Management shall pay the cost of any inspection audit requested hereunder, provided, that if an inspection audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the Contractor to Facilities Management in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of Facilities Management’s audit shall be reimbursed to Facilities Management by the Contractor. Any adjustments and/or payments that must be made as a result of any audit and inspection hereunder shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Facilities Management’s findings to the Contractor.

The Contractor shall ensure that the foregoing inspection, audit and copying rights of Facilities Management are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

6.1.8 WAIVER OF DEFAULT

Any failure by Facilities Management at any time, or from time to time, to enforce or require the strict keeping and performance by the Contractor of any of the terms or conditions of this Contract shall not constitute a waiver by Facilities Management of a breach of any such terms or conditions and shall not affect or impair such terms or conditions in any way, or the right of Facilities Management at any time to avail itself of such remedies as it may have for any such breach or breaches.
6.1.9 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.

6.2 CONTRACT AWARD

The apparent successful bidder(s) will be expected to enter into a contract, which is located in the “Contract Forms” section. In no event is a Proposer to submit its own standard contract terms and conditions in response to this RFP. The contract will commence after approval by the City Council or City staff, receipt of bonds and an insurance certificate, meeting the attached requirements from the contractor and the contract is awarded, executed and signed by all parties.

6.3 CONTRACT TERM

The initial term of the contract with the selected firm will be for an initial three (3) year period from the date of contract implementation with a provision for a single, two (2) year renewal period.

6.4 INSURANCE REQUIREMENTS:

It is recommended that contractor review the insurance certificate requirements with his agent/surety prior to bidding to ensure that requirements can be met. The attached Standard Insurance Requirements (Appendix B) apply to this contract with the exception of the automobile liability requirements that do not apply.

A. The successful vendor shall secure and maintain during the life of this contract Worker’s Compensation Insurance for all employees employed on the contract. In the event that any employees are not protected under Worker’s Compensation statutes, the vendor shall provide “stop-gap” insurance in amounts equivalent to that required by the state Worker’s Compensation statutes.

B. Professional liability or errors and omissions- $1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.
6.5. WAGES & BENEFITS

At a minimum prevailing wages shall be paid for all labor supplied for the installation of monitoring equipment. The contractor shall be required to post on the job site a copy of the Intent to Pay Prevailing Wages form. A link to current prevailing wage rates for this project can be found in the “Washington State Prevailing Wage Rates” Section of this RFP. On an annual basis, or as required, prevailing wage labor pricing will be adjusted to reflect any changes that have occurred during the term of the contract.

6.6 CONTRACT PRICING/COMPENSATION

All work shall be billed on a unit price basis (by location) or as agreed to as part of the final contract. Invoices may be submitted on a monthly basis. Unless specified otherwise, all prices shall be fixed through the duration of the contract.

Annual adjustments thereafter will be considered only for any change in federal, state, or municipal law, regulation, or administrative ruling requiring any change in work hours, wage or benefit rates, working conditions or other costs to the contractor in providing services.

Additionally, on an annual basis or as agreed to as part of the contract, all pricing, other than prevailing wage, may be escalated/de-escalated to reflect changes, if any, in material, overhead, and profit costs.

The contractor must request this adjustment in pricing, in writing sixty (60) days prior to contract renewal, and Facilities Management must approve, in writing, before any pricing is changed, unless the pricing is tied to the direct costs of employees as provided for in union contracts or prevailing wages and uses simple multipliers for indirect and overhead/decrease in the Fees and Charges section of their proposal. No price increase shall exceed the Annual Consumer Price Index (CPI) for the Seattle-Tacoma-Bremerton, Washington, metropolitan area, which includes Island, King, Kitsap, Pierce, Snohomish, and Thurston Counties.

In the event Facilities Management and the contractor cannot agree on an adjustment request, Facilities Management may terminate the agreement.

6.7 CONTRACT INVOICING

The service provider may bill thirty (30) days in advance. If this service or any portion thereof is cancelled for any reason, the unused portion of the payment shall be refunded to City within 30 days of cancellation. All invoices shall be clear and precise. Any incorrect invoices will be returned to the service provider to correct and will not be due until the following month. Monthly monitoring shall be billed on a summary invoice with an itemized cost for each site. At a minimum, invoices should include: a contact name and number, name and address of the building or property, service period start and end dates, and an explanation of the charges. Electronic invoicing and payments may be negotiated with the selected Service Provider.

6.8. INSTALLATION AND MAINTENANCE PERSONNEL

Following contract award, and prior to the implementation of installation services, the successful bidder shall ensure all installation and maintenance employees wear acceptable uniforms that present a professional image and favorable impression. Clothing must be clean and in good repair. Wearing shorts, t-shirts, cropped tops, sandals, or any clothing that has any writing (other than company information) or pictures is not allowed.

6.9. MATERIALS & EQUIPMENT

The Contractor is responsible to provide all materials, tools, and equipment necessary to complete any assigned tasks.
6.10 BID BOND
The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must not be less than 5% of the total contract amount; and, if shown in dollars and cents, the amount of said Bid Bond must not be less than the required 5%. For this contract the Bid Bond shall be 5% of the anticipated $162,000 total contract cost.

6.11 CONTRACT, BONDS & RETAINAGE
The contract resulting from this Request for Proposal will be used to issue an initial three (3) year with an option to extend for an additional two (2) years. The contract may involve public works and improvement and therefore are subject to the bonding requirements and retainage provisions. The retainage will not be released until the end of the contract and will NOT be released on an annual basis. A retainage bond or escrow may be posted in lieu of the 5-percent retainage being withheld.

The required Performance Bond shall be written for the full value of the Contract.

6.12 SUBCONTRACTORS
Facilities Management reserves the right to approve any subcontractor used to perform work under this Request for Proposal. All subcontractors must execute contracts which bind them to the same terms and conditions of the prime contractor.
SECTION 7 SCHEDULE AND INQUIRIES TO THE RFP

7.1 CALENDAR OF EVENTS

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

- Publish and issue RFP: June 17, 2016
- Pre-bid Meeting: June 30, 2016
- Pre-Proposal Questions/Clarifications Due: July 6, 2016
- Response to Questions Published: July 8, 2016
- Submittal Deadline: July 19, 2016
- Submittals evaluated: July/August 2016
- Interviews/presentations, if conducted: August 2016
- Award recommendation: August/September 2016

Contract may require City Council approval, award will follow that approval.

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

7.2 PRE-BID MEETING

All interested Respondents are invited to attend a pre-proposal meeting at 10:00 am, Thursday, June 30, 2016, room 248, of the Tacoma Municipal Building, 747 Market Street, Tacoma, Washington, 98402. Attendance is voluntary but strongly recommended.

7.2 RFP QUESTIONS AND RESPONSE

Questions and request for clarifications of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, July 6, 2016, to Joe Parris, Purchasing Division, via email to JParris@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about July 8, 2016. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

7.3 RFP REVISIONS/ADDENDA

All revisions to this RFP will be in the form of written addenda, and no oral revision should be relied on by any Proposer for any purpose. Addenda’s are posted on the City of Tacoma Purchasing website at: http://www.TacomaPurchasing.org. Any addenda issued shall be acknowledged when the Proposer’s submit their proposal. Failure to acknowledge any addenda issued may result in a non-responsive submittal. Addenda can be acknowledged on the Signature Page found in Appendix A.

7.4 RESPONSIVENESS

Proposals must provide ninety (90) days for acceptance by the City from the due date for receipt of proposals. All proposals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.
The final selection, if any, will be that proposal which, in the sole judgment of the City, after review of all submissions, best meets the requirements set forth in the RFP. Final Contract may subject to approval by the City Manager or Director of Tacoma Public Utilities.

7.5 MINIMUM REQUIREMENTS

To be considered responsive, vendors must meet the following mandatory requirements:
- Experience in government campus environment
- 24 hour per day and 7 days per week service
- Fast response time, as specified
- Installers must have at least (3) references for previous installations
- Ability of Company and Partners to achieve goals of the contract
- Company and Partner Resources available and commitment to meet deadline
- System Maintenance and Quality Program in place
- Maintain Insurance and provide criminal background checks on employees

7.6 COST FOR SUBMITTING PROPOSALS

The City shall not be liable for any costs incurred by the Proposer in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the proposer’s participation in demonstrations and the pre-proposal conference, or any other activities related to this RFP.
SECTION 8  PROPOSAL INSTRUCTIONS

8.1 PROPOSAL CONTENT TO BE SUBMITTED

Each sealed proposal shall be properly addressed with the name of the proposer and the superscription PW15-0529F- Request for Proposal for “Fire Alarm Conversion and Monitoring Services” written on the outside of the package and delivered or mailed to the City of Tacoma Public Utilities Administration Building North, Purchasing Division, Main Floor, 3628 South 35th Street, Tacoma, Washington 98409.

Proposals must be clear, succinct, and not exceed 20 double-sided pages (excluding Submittal Forms).

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any proposal containing a substantial deviation from the requirements outlined in this RFP.

Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

Part 1 - Response Cover Letter
   A. The cover letter should express your firm’s interest in performing the work.
   B. The cover letter should identify the company name and contact person with his/her title. The contact person shall be a duly authorized officer, employee or agent of the company authorized to execute contracts or other similar documents on the firm’s behalf.
   C. Include address, mailing address, e-mail address, phone number, fax number, and any other information that shall allow the City to reach the contact person quickly and directly.

Part 2 - Experience and Qualifications of the Firm
   A. Provide a brief description of the firm, history of the firm, years in business, management philosophy and mission statement.
   B. Describe the general experience and expertise your firm has had with similar work, as described in Section 4 Overview and Section 5 Scope of Work.
   C. Provide a statement that clearly states the ability to accept responsibility for completing the proposed services in view of the firm’s current and projected workload. Proposal will be evaluated for company and partner resources available and commitment to meet deadline. Identify number of technicians within each company proficient with this type of installation.
   D. Installation Methodology, with clearly defines
      a. Approach for Successful Completion
      b. Which party owns the equipment?
      c. Which party is responsible for maintenance?
      d. Which party is responsible for continued quality of signalization?
      e. System Maintenance and Quality Program
   E. Provide statistical reliability of mesh-net radio network over previous three years and how updates are processed and invoiced.
   F. Provide information to verify financial and bonding capabilities. (if required?)
Part 3 - Client References
A. Provide a list of recent or current clients in the Northwest Region who have been provided with similar services. References must include nature of business, individual names, addresses and telephone numbers. Contact information will be used for verification of prior contracts.

Part 4 - Cost Proposal
A. Complete and provide the “Proposal Page”, located in the Submittal Forms section of this RFP, in its entirety.
B. The following summarizes the information to be provided on the “Proposal Page”:
   • Installation costs
   • Monthly monitoring costs

Part 5 - Sustainability
The City has an interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship and help us meet our sustainable purchasing goals.
A. Demonstrate your firm’s commitment to providing the services identified in this RFP in a sustainable manner. What measures will your firm take to minimize impacts to the environment in the delivery of these services? Provide details of efforts, practices, and/or processes.
B. Demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to, a formal sustainability program and/or policies covering recycling measures, energy conservation plans, water conservation policies, a green cleaning policy. Please provide details and include copies of reports, policies or plans if available.

Part 6 - City Programs - Small Business Enterprise
Please provide answers to the questions below in your proposal. A “yes” answer to any of the questions below will result in the award of five (5) point to your firm’s score.

- Is your firm a certified City of Tacoma SBE firm?
- Is your firm partnering with a certified City of Tacom SBE firm(s)?
- Is your firm a minority/woman owned firm certified with the Washington State Office of Minority and Women’s Business Enterprise?
- Is your firm partnering with a minority/woman owned firm certified with the Washington State Office of Minority and Women’s Business Enterprise?

Part 7 - Submittal Forms
A. SIGNATURE PAGE
B. PROPOSAL PRICING SHEET
C. BID BOND
D. SBE PRIME CONTRACTOR’S PRE-WORK FORM
E. STATE RESPONSIBILITY FORM
9.1 PROPOSAL EVALUATION

A Selection Advisory Committee (SAC) will review and evaluate written submittals. The evaluation team will likely, but need not, invite supplementation of the written submissions via interviews or discussions with the top-rated vendor or vendors.

The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

The SAC may select one or more Respondents to provide the services required.

All valid submittals will be evaluated on the following weighted methodology:

An award, if any, will be made to the most responsive and responsible proposer whose proposal is judged by the City to best fulfill the City's requirements, as described in this RFP document.

Submittals will be evaluated on the following criteria:

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>Section 1 – Response Cover Letter</td>
<td>-Y/N-</td>
</tr>
<tr>
<td>Section 2 – Experience and Qualifications of the Firm</td>
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<td>Section 3 – Client References</td>
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<td>Section 4 – Cost Proposal (Proposal Page)</td>
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</tr>
<tr>
<td>System Monitoring Service Monthly Cost Per Unit</td>
<td>35</td>
</tr>
<tr>
<td>System Installation Cost Per Unit. The final bid price for system installation at each fire alarm panel excluding including antenna (if needed)</td>
<td>25</td>
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<tr>
<td>Section 5 – Sustainability</td>
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<td>SBE Program</td>
<td>5</td>
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<td>Section 7 – Required Forms</td>
<td>-Y/N-</td>
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<tr>
<td><strong>Total Points</strong></td>
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</table>

9.2 INTERVIEWS

An invitation to interview may be extended to Respondents based on Selection Advisory Committee review of the written submittals prior to final selection. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews. The SAC may determine scoring criteria for the interviews following evaluation of written submittals.

The City reserves all rights to award and begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business day’s notice.
9.3 AWARD

After the Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee and approved by the director of utilities and/or city manager, or designee, contract negotiations will begin. If a contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council.
APPENDIX A

SUBMITTAL FORMS

The following forms must be completed in their entirety and submitted with the response. Proposers must use the forms provided. Do not modify or substitute forms. Failure to complete and submit all the forms in this section may result in the response being declared nonresponsive and rejected.

1. SIGNATURE PAGE
2. PROPOSAL PAGE
3. BID BOND
4. SBE PRIME CONTRACTOR’S PRE-WORK FORM
5. STATE RESPONSIBILITY FORM
SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS

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 Proposals page near the beginning of the specification for additional details.

REQUEST FOR PROPOSALS SPECIFICATION NO. PW15-0529F

FACILITIES MANAGEMENT, FIRE ALARM CONVERSION AND MONITORING

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 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

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.

Form No. SPEC-080A
Revised: 11/19/11
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<th>Department</th>
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<th>Total Facility Area</th>
<th>Year Constructed</th>
<th>Alarm Type</th>
<th>Radio Communicator Installation</th>
<th>Annual Monitoring Fees</th>
<th>Cost Center</th>
<th>Notes</th>
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Subtotals: $ - $ - $
## City of Tacoma, Public Works Facilities Management

**FIRE ALARM CONVERSION AND MONITORING, Specification No. PW15-0529F**

**Proposal Pricing Sheet**

In compliance with Request for Proposal, the following cost proposal is submitted. Refer to Section 8.1 Part 4 for additional information.

<table>
<thead>
<tr>
<th>Site</th>
<th>Department</th>
<th>Address</th>
<th>Total Facility Area</th>
<th>Year Constructed</th>
<th>Alarm Type</th>
<th>Radio Communicator Installation</th>
<th>Annual Monitoring Fees</th>
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Subtotals: $ -
Total: $ -
Herewith find deposit in the form of a cashier’s check in the amount of $__________________ which amount is not less than 5-percent of the total bid.

SIGN HERE__________________________________

BID BOND

KNOW ALL MEN BY THESE PRESENTS:
That we, ______________________________________________________________, as Principal, and ____________________________________________________________________, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____________________________ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure to do so, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _______________ DAY OF __________________, 20______.

PRINCIPAL:  SURETY:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Received return of deposit in the sum of $ _____________________________
PRIME CONTRACTOR'S PRE-WORK FORM

Company Name ___________________________ Telephone ___________________________

Address/City/State/Zip Code ___________________________

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<th>AMERICAN INDIAN</th>
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Apprentices
Trainees

TOTALS

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

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<th>Foreman</th>
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<th>Laborers</th>
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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
State Responsibility and Reciprocal Bid Preference Information

Certificate of registration as a contractor (must be in effect at the time of bid submittal):

Number: __________________________
Effective Date: ____________________
Expiration Date: ____________________

Current Washington Unified Business Identifier (UBI) number:

Number: __________________________

Do you have industrial insurance (workers' compensation) coverage for your employees working in Washington?

☐ Yes  ☐ No  ☐ Not Applicable

Washington Employment Security Department number:

Number: __________________________

☐ Not Applicable

Washington Department of Revenue state excise tax registration number:

Number: __________________________

☐ Not Applicable

Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3)?

☐ Yes  ☐ No  If yes, provide an explanation of your disqualification on a separate page.

Do you have a physical office located in the state of Washington?

☐ Yes  ☐ No

If incorporated, in what state were you incorporated?

State: ____________________________

☐ Not Incorporated

If not incorporated, in what state was your business entity formed?

State: ____________________________
APPENDIX B

CONTRACT FORMS (POST AWARD)

7. CONTRACT
8. INSURANCE CERTIFICATE REQUIREMENTS
9. PERFORMANCE BOND TO THE CITY OF TACOMA
10. BOND IN LIEU OF RETAINAGE
11. ESCROW IN LIEU OF RETAINAGE
12. GENERAL RELEASE TO THE CITY OF TACOMA
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

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

Approved:

Tax ID: ____________________________

Risk Manager

Attest:

City Clerk
INSURANCE CERTIFICATE REQUIREMENTS

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

<table>
<thead>
<tr>
<th>CONTRACT AMOUNT</th>
<th>LIABILITY LIMITS</th>
</tr>
</thead>
<tbody>
<tr>
<td>$ 25,000 and Under</td>
<td>$ 500,000 Combined Single Limit</td>
</tr>
<tr>
<td>$500,000 and Under</td>
<td>$1,000,000 Per Occurrence / $2,000,000 Aggregate</td>
</tr>
<tr>
<td>Over $500,000</td>
<td>$5,000,000 Total Coverage</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>CERTIFICATE HOLDER</th>
<th>ADDITIONAL INSURED; INSURER LETTER:</th>
<th>CANCELLATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY OF TACOMA</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PO BOX 11007</td>
<td></td>
<td></td>
</tr>
<tr>
<td>TACOMA WA 98411-0007</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

"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."
KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, ________________________________,
as principal, and ________________________________,
a corporation organized and existing under the laws of the State of ________________________________,
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF
TACOMA in the penal sum of $______________________, for the payment of
which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives,
as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the
City of Tacoma.

Dated at Tacoma, Washington, this __________ day of __________, 20________.

Nevertheless, the conditions of the above obligation are such that:

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said
City has or is about to enter with the above bounden principal, a certain contract, providing for

<table>
<thead>
<tr>
<th>Specification No.:</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Specification Title:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Contract No.:</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(which contract is referred to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform
the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said ________________________________,
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or
within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,
subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent
such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51,
and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions
and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any
damage or expense by reason of failure of performance as specified in said contract or from defects appearing or
developing in the material or workmanship provided or performed under said contract after its acceptance thereof
by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that
event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form:

Principal:

City Attorney

By: ________________________________

Surety:

By: ________________________________

Agent’s Name: ________________________________

Agent’s Address: ________________________________
BOND IN LIEU OF RETAINAGE

KNOW ALL MEN BY THESE PRESENTS:
That we __________________________________
, as PRINCIPAL, and ____________________________________
a corporation organized and existing under the laws of the State of _________________________________________ and registered to transact business as a surety in the State of Washington, as SURETY, are by these presents held and firmly bound unto the City of Tacoma, a political subdivision of the State of Washington ("OBLIGEE"), and are similarly held and bound unto the beneficiaries of the trust fund created by Chapter 60.28, RCW, in the sum of ____________________________ ($______________), lawful money of the United States of America plus five percent (5%) of any increase in the contract amount that may occur due to change order or other increases in the quantities of materials and/or work, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally hereunder.

WHEREAS, the Principal and the Obligee have entered into and executed a certain contract for:
________________________________________________________
(Contract No.__________________________
), dated___________________________
20______; and

WHEREAS, said Contract requires the City of Tacoma to withhold from the Principal, pursuant to Chapter 60.28, RCW the sum of five percent (5%) from monies earned by said Principal during the execution and performance of work thereunder, hereinafter referred to as earned retained funds; and

WHEREAS, the Principal has requested that the City of Tacoma not withhold any such future earned retained funds and accept this Bond in lieu thereof as allowed under the provisions of Chapter 60.28, RCW.

NOW, THEREFORE, The Condition of this Obligation is such that if the Principal shall use and apply the earned retained funds released pursuant hereto for the trust and purposes set forth in Chapter 60.28, RCW, and shall further indemnify and save the Obligee harmless from and against all losses, damages, claims, suits, demands, causes, charges and expenses to which the Obligee may be subject or in any way made liable by reason of or in consequence of having made contract payments to Principal without having first reserved, withheld, or retained earned funds therefrom, then the Obligations of Surety hereunder shall be released in accordance with Chapter 60.28, RCW; otherwise, this Bond shall remain in full force and effect.

PROVIDED, HOWEVER, it is expressly understood and agreed that:

1. Any suit or action under this Bond must be instituted within the time period provided by applicable law, but in no event more than two (2) years from the date final payment under the Contract falls due;
2. The Surety hereby consents to and waives notice of any extension in the time for performance of the Contract, assignment of obligations under the Contract, or Contract alteration, termination, amendment or change order;
3. Until written release of this obligation by the Obligee, this Bond may not be terminated or cancelled by the Principal or Surety for any reason; and
4. The laws of the State of Washington shall govern the determination of the rights and obligations of the parties hereunder and Venue for any dispute or claim hereunder shall be in Pierce County, Washington.

5. No final payment by City to Contractor under the Contract shall serve as a release of the obligations of the Surety hereunder or create any defense to contract performance by the Contractor and/or Surety.

Signed and Sealed this __________ day of ____________________, 20______.

PRINCIPAL: ____________________________________________
By: ____________________________________________
Title: ____________________________________________
Address for Service:

SURETY: ____________________________________________
By: ____________________________________________
Title: ____________________________________________

Approved: ____________________________________________
Finance Director

Approved as to Form and Legality: __________________________
Deputy/Assistant City Attorney
TO: __________________________________________
_____________________________________________
_____________________________________________________________________________________

The undersigned, herein referred to as the “Contractor,” has directed the City of Tacoma, Select or enter department, hereinafter referred to as the “City,” to deliver to ____________________________ [Name of Bank/Financial Institution] (“You” or “Your”) its warrants which shall be payable to You and the Contractor jointly. Such warrants are to be held and disposed of by You in accordance with the following instructions and upon the terms and conditions hereinafter set forth, as provided in Chapter 60.28, RCW, including but limited to RCW 60.28.011(4)(c).

INSTRUCTIONS

1. Warrants or checks made payable to You and the Contractor jointly upon delivery to You shall be endorsed by You and forwarded for collection. The monies will then be used by You to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by the City. Attached hereto as Exhibit A is a list of such bonds or other securities approved by the City. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of the City. Purchase of such bonds or other securities shall be in a form which shall allow You alone to readily reconvert such bonds or other securities into money if You are required to do so by the City as provided in paragraph 4 of this Escrow Agreement.

2. When and as interest on the securities held by You pursuant to this Agreement accrues and is paid, You shall collect such interest and forward it to the Contractor at its address designated below unless otherwise directed by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by You pursuant to this Agreement (or any monies derived from the sale of such securities, or the negotiation of the City’s warrants) except in accordance with written instructions from the City. Compliance with such instructions shall relieve You of any further liability related thereto.

4. In the event the City further instructs You to do so in writing, You shall, within thirty-five (35) days of receipt of such written instruction, reconvert into money the securities held by You pursuant to this Agreement and return such money together with any other monies held by You hereunder, to the City.

5. The Contractor agrees to pay You as compensation for services hereunder as follows:

Fees: ________________________________________________________________
________________________________________________________________

Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with You pursuant to this Agreement until and unless the City directs the release to the Contractor of the securities and/or monies held hereunder whereupon You shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of Your fee as provided for hereinabove. In the event that You are made a party to any litigation

SAMPLE
with respect to the property held by You hereunder, or in the event that the conditions of this Escrow are not promptly fulfilled, or that You are required to render any service not provided for in these instructions or that there is any assignment of the interests of this Escrow or any modification hereof, You shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. This Agreement shall not be binding until executed by the Contractor and the City and accepted by You.

7. This instrument contains the entire agreement between You, the Contractor, and the City with respect to this Escrow and You are not a party to nor bound by any instrument or agreement between the City and Contractor other than this instrument. You shall not be required to take notice of any default or any other matter, nor be bound by nor required to give any notice or demand, nor required to take any action whatever except as herein expressly provided. You shall not be liable for any loss or damage not caused by Your own negligence or willful misconduct.

8. The foregoing provisions shall be binding upon the assigns, successors, personal representatives, and heirs of the Parties hereto.

The undersigned have read and hereby approve the instructions as given above governing the administration of this Escrow and do hereby execute this Agreement on this ___________ day of __________________, 20______.

Name of Contractor

By ____________________________

Printed Name ______________________________

Printed Title ________________________________

Finance

Approved as to Form:

Deputy/Assistant City Attorney

The above Escrow instructions received and ACCEPTED this _____ day of __________________, 20_____.

(Must be dated by Escrow Company.)

Print Name of Bank ____________________________ Bank Tax ID Number ____________________________

and ____________________________

Bank Account No. ____________________________ ABA No. ____________________________

By ____________________________ Title ____________________________

(Authorized Signature)

Print Name ____________________________
EXHIBIT “A”

APPROVED SECURITIES FOR ESCROW AGREEMENTS
WITH THE CITY OF TACOMA
(RCW 60.28.011(4)(c))

1. United States Bonds
2. United States Certificates of Indebtedness
3. Bonds and warrants of the State of Washington
4. General obligation or utility revenue bonds or warrants of the City of Tacoma, or any other city or town in the State of Washington
5. Bonds or warrants of a local improvement condemnation award district of the City of Tacoma which are within the protection of the local improvement guaranty fund law
6. Time deposits in commercial banks
GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for the ____________________________ between ____________________ and the City of Tacoma, Contract No. _______________ dated __________, 20__, hereby releases the City of Tacoma, its departmental officers and agents from any and all claim or claims whatsoever in any manner whatsoever at any time whatsoever arising out of and/or in connection with and/or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit the sum of __________________________________________ excluding sales tax.

Signed at ___________, Washington this _______ day of ________, 20__.  

____________________________________
Contractor
By ________________
Title __________________________

STATE OF WASHINGTON )
) ss
COUNTY OF ____________ )

I, ____________________________, a Notary Public in and for the said State, do hereby certify that on this______, day of ____________, 20___, that ________________________, executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said company, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

____________________________________
Notary Public in and for the State of Washington
My appointment expires ___________________
ATTACHMENT 1

LIST OF CITY OF TACOMA FACILITIES
<table>
<thead>
<tr>
<th>Site</th>
<th>Department</th>
<th>Address</th>
<th>Total Facility Area</th>
<th>Year Constructed</th>
<th>Alarm Type</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fire Communications/EOC</td>
<td>Fire</td>
<td>415 Tacoma Avenue South</td>
<td>10,230</td>
<td>1929</td>
<td>Notifier</td>
<td></td>
</tr>
<tr>
<td>Fire Garage</td>
<td>Fire</td>
<td>3401-B South Orchard Street</td>
<td>4,800</td>
<td>1984</td>
<td>Zans #200</td>
<td></td>
</tr>
<tr>
<td>Fire Prevention</td>
<td>Fire</td>
<td>601 South Fawcett Avenue</td>
<td>16,600</td>
<td>1967</td>
<td>Silent Knight #5204</td>
<td></td>
</tr>
<tr>
<td>Fire Station #01</td>
<td>Fire</td>
<td>2701 Tacoma Avenue South</td>
<td>16,380</td>
<td>1889</td>
<td>Silent Knight #5204</td>
<td></td>
</tr>
<tr>
<td>Fire Station #02</td>
<td>Fire</td>
<td>206 Browns Point Boulevard</td>
<td>2,816</td>
<td>1980</td>
<td>Silent Knight #4224</td>
<td></td>
</tr>
<tr>
<td>Fire Station #03</td>
<td>Fire</td>
<td>1453 South 12th Street</td>
<td>6,115</td>
<td>1935</td>
<td>Silent Knight #5204</td>
<td></td>
</tr>
<tr>
<td>Fire Station #04</td>
<td>Fire</td>
<td>3301 Ruston Way</td>
<td>2,000</td>
<td>1960</td>
<td>Simplex #2001</td>
<td>Not currently on City FA Loop</td>
</tr>
<tr>
<td>Fire Station #06</td>
<td>Fire</td>
<td>1015 East &quot;F&quot; Street</td>
<td>4,200</td>
<td>1964</td>
<td>Spectronics FSA 640</td>
<td></td>
</tr>
<tr>
<td>Fire Station #07</td>
<td>Fire</td>
<td>3448 South Warner Street</td>
<td>2,081</td>
<td>1959</td>
<td>Silent Knight #5204</td>
<td></td>
</tr>
<tr>
<td>Fire Station #08</td>
<td>Fire</td>
<td>4911 South Alaska Street</td>
<td>17,400</td>
<td>2003</td>
<td>EST Quickstart</td>
<td></td>
</tr>
<tr>
<td>Fire Station #09</td>
<td>Fire</td>
<td>502 Sixth Avenue</td>
<td>5,430</td>
<td>1965</td>
<td>Silent Knight #5204</td>
<td></td>
</tr>
<tr>
<td>Fire Station #10</td>
<td>Fire</td>
<td>7247 South Park Avenue</td>
<td>2,923</td>
<td>1928</td>
<td>Silent Knight #5204</td>
<td></td>
</tr>
<tr>
<td>Fire Station #11</td>
<td>Fire</td>
<td>5802 McKinley Avenue</td>
<td>6,587</td>
<td>1909</td>
<td>Silent Knight #5204</td>
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<tr>
<td>Fire Station #12 (Fife)</td>
<td>Fire</td>
<td>2015 54th Avenue East</td>
<td>9,970</td>
<td>1975</td>
<td>TBD</td>
<td></td>
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<tr>
<td>Fire Station #13</td>
<td>Fire</td>
<td>3825 North 25th Street</td>
<td>9,414</td>
<td>1911</td>
<td>Silent Knight #5204</td>
<td></td>
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<tr>
<td>Fire Station #14</td>
<td>Fire</td>
<td>4701 North 41st Street</td>
<td>2,923</td>
<td>1928</td>
<td>Silent Knight #5204</td>
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<tr>
<td>Fire Station 15 (New)</td>
<td>Fire</td>
<td>6415 McKinley Ave</td>
<td>TBD</td>
<td></td>
<td>Intrusion Alarm</td>
<td></td>
</tr>
<tr>
<td>Fire Station 15 (old)</td>
<td>Fire</td>
<td>3510 East 11th Street</td>
<td>Gamewell</td>
<td></td>
<td>Inactive Station</td>
<td></td>
</tr>
<tr>
<td>Fire Station #16</td>
<td>Fire</td>
<td>7216 Sixth Avenue</td>
<td>8,288</td>
<td>1999</td>
<td>Silent Knight #5204</td>
<td></td>
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<tr>
<td>Fire Station #17 (Fircrest)</td>
<td>Fire</td>
<td>403 Electron Way</td>
<td>8,994</td>
<td>1979</td>
<td>Silent Knight #5204</td>
<td></td>
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<tr>
<td>Fire Station #18</td>
<td>Fire</td>
<td>3502 South 35th Street</td>
<td>1,472</td>
<td>1929</td>
<td>TBD</td>
<td>Intrusion only</td>
</tr>
<tr>
<td>Fire Training Center</td>
<td>Fire</td>
<td>2124 Marshall Avenue</td>
<td>8,670</td>
<td>1996</td>
<td>Notifier 500</td>
<td></td>
</tr>
<tr>
<td>Beacon Senior Center</td>
<td>NCS</td>
<td>415 South 13th Street</td>
<td>12,122</td>
<td>1941</td>
<td>Gamewell E3 Series</td>
<td>Not currently on City FA Loop</td>
</tr>
<tr>
<td>Lighthouse Senior Center</td>
<td>NCS</td>
<td>5016 &quot;A&quot; Street</td>
<td>8,777</td>
<td>1950</td>
<td>Gamewell E3 Series</td>
<td></td>
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<tr>
<td>Point Defiance Senior Center</td>
<td>NCS</td>
<td>4716 North Baltimore</td>
<td>3,806</td>
<td>1965</td>
<td>Gamewell E3 Series</td>
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<tr>
<td>T.A.C.I.D.</td>
<td>NCS</td>
<td>6315 South 19th Street</td>
<td>10,367</td>
<td>1983</td>
<td>Gamewell E3 Series</td>
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<tr>
<td>Tacoma Learning Center</td>
<td>NCS</td>
<td>6316 South 12th Street</td>
<td>5,296</td>
<td>1987</td>
<td>Gamewell E3 Series</td>
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<tr>
<td>Tacoma Municipal Building</td>
<td>Various</td>
<td>747 Market Street</td>
<td>207,020</td>
<td>1930</td>
<td>Siemens MXL</td>
<td></td>
</tr>
<tr>
<td>Tacoma Municipal Building North</td>
<td>Various</td>
<td>733 Market Street</td>
<td>41,400</td>
<td>1954</td>
<td>Gamewell E3 Series</td>
<td></td>
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<tr>
<td>Municipal Services Center (MSC)</td>
<td>MCO</td>
<td>1224 Martin Luther King Jr Way</td>
<td>6,857</td>
<td>1978</td>
<td>Gamewell E3 Series</td>
<td></td>
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<tr>
<td>Holgate Building (Grounds)</td>
<td>PWD</td>
<td>2308 Holgate Street</td>
<td>28,000</td>
<td>1900</td>
<td>Silent Knight 5820XL</td>
<td></td>
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<tr>
<td>Streets &amp; Grounds Offices</td>
<td>PWD</td>
<td>2311 S. Holgate St.</td>
<td>27,340</td>
<td>1909</td>
<td>TBD</td>
<td></td>
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<tr>
<td>Traffic Signal Shop</td>
<td>PWD</td>
<td>3401 SO Orchard</td>
<td>TBD</td>
<td></td>
<td>TBD</td>
<td></td>
</tr>
<tr>
<td>City of Tacoma Fleet Services</td>
<td>PWD</td>
<td>3639 S Pine Street</td>
<td>130,000</td>
<td>1992</td>
<td>Notifier</td>
<td></td>
</tr>
<tr>
<td>TPD Hqts</td>
<td>Police</td>
<td>3701 Pine Street</td>
<td>75,000</td>
<td>2005</td>
<td>Notifier</td>
<td></td>
</tr>
<tr>
<td>TPD Harrison Range</td>
<td>Police</td>
<td>101 McMurray Rd NE</td>
<td>5,000</td>
<td>1955</td>
<td>Silent Knight</td>
<td></td>
</tr>
<tr>
<td>Tacoma Dome</td>
<td>PAF</td>
<td>2727 East D Street</td>
<td>250,000</td>
<td>1983</td>
<td>Johnson Controls IFC2-3030</td>
<td></td>
</tr>
<tr>
<td>Tacoma Convention Center</td>
<td>PAF</td>
<td>5000 Broadway</td>
<td>170,000</td>
<td>2004</td>
<td>Johnson Controls IFC-640</td>
<td></td>
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<tr>
<td>Murray Morgan Bridge</td>
<td>PWD</td>
<td>1101 Dock Street</td>
<td>32</td>
<td>2012</td>
<td>Notifier NFW-50</td>
<td>Elevator Machine Room</td>
</tr>
</tbody>
</table>
ATTACHMENT 2

WASHINGTON STATE
PREVAILING WAGE RATES

The following shall be used for applicable wage rates during construction.

- STATE PREVAILING WAGE RATES FOR PIERCE COUNTY
- BENEFIT CODE KEY
PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

a. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.

b. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.

c. Janitorial contracts follow WAC 296-127-023.

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

Look up prevailing rates of pay, benefits, and overtime codes from this link: http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp

REQUIRED DOCUMENTS

The Contractor shall submit to the City the following Department of Labor and Industries (L&I) forms for itself and for each firm covered under 39.12 RCW that provided work and materials for the Contract:

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number F700-029-000. The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.

2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number F700-007-000. The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.
Overtime Codes

Overtime calculations are based on the hourly rate actually paid to the worker. On public works projects, the hourly rate must be not less than the prevailing rate of wage minus the hourly rate of the cost of fringe benefits actually provided for the worker.

1. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

B. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

C. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

D. The first two (2) hours before or after a five-eight (8) hour workweek day or a four-ten (10) hour workweek day and the first eight (8) hours worked the next day after either workweek shall be paid at one and one-half times the hourly rate of wage. All additional hours worked and all worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

F. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

G. The first ten (10) hours worked on Saturdays and the first ten (10) hours worked on a fifth calendar weekday in a four-ten hour schedule, shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

H. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions or equipment breakdown) shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

I. All hours worked on Sundays and holidays shall also be paid at double the hourly rate of wage.

J. The first two (2) hours after eight (8) regular hours Monday through Friday and the first ten (10) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over ten (10) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage.

K. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

M. All hours worked on Saturdays (except makeup days if work is lost due to inclement weather conditions) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

N. All hours worked on Saturdays (except makeup days) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.
Overtime Codes Continued

1. O. The first ten (10) hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays, holidays and after twelve (12) hours, Monday through Friday and after ten (10) hours on Saturday shall be paid at double the hourly rate of wage.

P. All hours worked on Saturdays (except makeup days if circumstances warrant) and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

Q. The first two (2) hours after eight (8) regular hours Monday through Friday and up to ten (10) hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked in excess of ten (10) hours per day Monday through Saturday and all hours worked on Sundays and holidays (except Christmas day) shall be paid at double the hourly rate of wage. All hours worked on Christmas day shall be paid at two and one-half times the hourly rate of wage.

R. All hours worked on Sundays and holidays shall be paid at two times the hourly rate of wage.

S. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays and all other overtime hours worked, except Labor Day, shall be paid at double the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays (except Labor Day) shall be paid at two times the hourly rate of wage. All hours worked on Labor Day shall be paid at three times the hourly rate of wage.

V. All hours worked on Sundays and holidays (except Thanksgiving Day and Christmas day) shall be paid at one and one-half times the hourly rate of wage. All hours worked on Thanksgiving Day and Christmas day shall be paid at double the hourly rate of wage.

W. All hours worked on Saturdays and Sundays (except make-up days due to conditions beyond the control of the employer)) shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

X. The first four (4) hours after eight (8) regular hours Monday through Friday and the first twelve (12) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked over twelve (12) hours Monday through Saturday, Sundays and holidays shall be paid at double the hourly rate of wage. When holiday falls on Saturday or Sunday, the day before Saturday, Friday, and the day after Sunday, Monday, shall be considered the holiday and all work performed shall be paid at double the hourly rate of wage.

Y. All hours worked outside the hours of 5:00 am and 5:00 pm (or such other hours as may be agreed upon by any employer and the employee) and all hours worked in excess of eight (8) hours per day (10 hours per day for a 4 x 10 workweek) and on Saturdays and holidays (except labor day) shall be paid at one and one-half times the hourly rate of wage. (except for employees who are absent from work without prior approval on a scheduled workday during the workweek shall be paid at the straight-time rate until they have worked 8 hours in a day (10 in a 4 x 10 workweek) or 40 hours during that workweek.) All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and Labor Day shall be paid at double the hourly rate of wage.

Z. All hours worked on Saturdays and Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid the straight time rate of pay in addition to holiday pay.
2. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   B. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   C. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at two times the hourly rate of wage.

   F. The first eight (8) hours worked on holidays shall be paid at the straight hourly rate of wage in addition to the holiday pay. All hours worked in excess of eight (8) hours on holidays shall be paid at double the hourly rate of wage.

   G. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

   H. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on holidays shall be paid at one and one-half times the hourly rate of wage.

   O. All hours worked on Sundays and holidays shall be paid at one and one-half times the hourly rate of wage.

   R. All hours worked on Sundays and holidays and all hours worked over sixty (60) in one week shall be paid at double the hourly rate of wage.

   U. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked over 12 hours in a day or on Sundays and holidays shall be paid at double the hourly rate of wage.

   W. The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage. On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The first eight (8) hours worked on the fifth day shall be paid at one and one-half times the hourly rate of wage. All other hours worked on the fifth, sixth, and seventh days and on holidays shall be paid at double the hourly rate of wage.

3. **ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.**

   A. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at time and one-half the straight time rate. Hours worked over twelve hours (12) in a single shift and all work performed after 6:00 pm Saturday to 6:00 am Monday and holidays shall be paid at double the straight time rate of pay. Any shift starting between the hours of 6:00 pm and midnight shall receive an additional one dollar ($1.00) per hour for all hours worked that shift. The employer shall have the sole discretion to assign overtime work to employees. Primary consideration for overtime work shall be given to employees regularly assigned to the work to be performed on overtime situations. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.

   C. Work performed in excess of eight (8) hours of straight time per day, or ten (10) hours of straight time per day when four ten (10) hour shifts are established, or forty (40) hours of straight time per week, Monday through Friday, or outside the normal shift, and all work on Saturdays shall be paid at one and one-half times the hourly rate of wage. All work performed after 6:00 pm Saturday to 5:00 am Monday and Holidays shall be paid at double the hourly rate of wage. After an employee has worked eight (8) hours at an applicable overtime rate, all additional hours shall be at the applicable overtime rate until such time as the employee has had a break of eight (8) hours or more.
Overtime Codes Continued

3. D. All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 15% over the hourly rate of wage. All other hours worked after 6:00 am on Saturdays, shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

E. All hours worked Sundays and holidays shall be paid at double the hourly rate of wage. Each week, once 40 hours of straight time work is achieved, then any hours worked over 10 hours per day Monday through Saturday shall be paid at double the hourly wage rate.

F. All hours worked on Saturday shall be paid at one and one-half times the hourly rate of wage. All hours worked on Sunday shall be paid at two times the hourly rate of wage. All hours worked on paid holidays shall be paid at two and one-half times the hourly rate of wage including holiday pay.

H. All work performed on Sundays between March 16th and October 14th and all Holidays shall be compensated for at two (2) times the regular rate of pay. Work performed on Sundays between October 15th and March 15th shall be compensated at one and one half (1-1/2) times the regular rate of pay.

I. All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. In the event the job is down due to weather conditions during a five day work week (Monday through Friday,) or a four day-ten hour work week (Tuesday through Friday,) then Saturday may be worked as a voluntary make-up day at the straight time rate. However, Saturday shall not be utilized as a make-up day when a holiday falls on Friday. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

4. ALL HOURS WORKED IN EXCESS OF EIGHT (8) HOURS PER DAY OR FORTY (40) HOURS PER WEEK SHALL BE PAID AT ONE AND ONE-HALF TIMES THE HOURLY RATE OF WAGE.

A. All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of wage.

B. All hours worked over twelve (12) hours per day and all hours worked on holidays shall be paid at double the hourly rate of wage.

C. On Monday through Friday, the first four (4) hours of overtime after eight (8) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay, unless a four (4) day ten (10) hour workweek has been established. On a four (4) day ten (10) hour workweek scheduled Monday through Thursday, or Tuesday through Friday, the first two (2) hours of overtime after ten (10) hours of straight time work shall be paid at one and one half (1-1/2) times the straight time rate of pay. On Saturday, the first twelve (12) hours of work shall be paid at one and one half (1-1/2) times the straight time rate of pay, except that if the job is down on Monday through Friday due to weather conditions or other conditions outside the control of the employer, the first ten (10) hours on Saturday may be worked at the straight time rate of pay. All hours worked over twelve (12) hours in a day and all hours worked on Sunday and Holidays shall be paid at two (2) times the straight time rate of pay.
**Overtime Codes Continued**

4. **D.** All hours worked in excess of eight (8) hours per day or forty (40) hours per week shall be paid at double the hourly rate of wage. All hours worked on Saturdays, Sundays and holidays shall be paid at double the hourly rate of pay. Rates include all members of the assigned crew.

EXCEPTION:
On all multipole structures and steel transmission lines, switching stations, regulating, capacitor stations, generating plants, industrial plants, associated installations and substations, except those substations whose primary function is to feed a distribution system, will be paid overtime under the following rates:

The first two (2) hours after eight (8) regular hours Monday through Friday of overtime on a regular workday, shall be paid at one and one-half times the hourly rate of wage. All hours in excess of ten (10) hours will be at two (2) times the hourly rate of wage. The first eight (8) hours worked on Saturday will be paid at one and one-half (1-1/2) times the hourly rate of wage. All hours worked in excess of eight (8) hours on Saturday, and all hours worked on Sundays and holidays will be at the double the hourly rate of wage.

All overtime eligible hours performed on the above described work that is energized, shall be paid at the double the hourly rate of wage.

**E.** The first two (2) hours after eight (8) regular hours Monday through Friday and the first eight (8) hours on Saturday shall be paid at one and one-half times the hourly rate of wage. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

On a four-day, ten-hour weekly schedule, either Monday thru Thursday or Tuesday thru Friday schedule, all hours worked after ten shall be paid at double the hourly rate of wage. The Monday or Friday not utilized in the normal four-day, ten hour work week, and Saturday shall be paid at one and one half (1½) times the regular shift rate for the first eight (8) hours. All other hours worked Monday through Saturday, and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**F.** All hours worked between the hours of 6:00 pm and 6:00 am, Monday through Saturday, shall be paid at a premium rate of 20% over the hourly rate of wage. All hours worked on Sundays shall be paid at one and one-half times the hourly rate of wage. All hours worked on holidays shall be paid at double the hourly rate of wage.

**G.** All hours worked on Saturdays shall be paid at one and one-half times the hourly rate of wage. All hours worked Monday through Saturday over twelve (12) hours and all hours worked on Sundays and holidays shall be paid at double the hourly rate of wage.

**Holiday Codes**


**Holiday Codes Continued**


7. **Z.** Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, And Christmas Day (7). If a holiday falls on Saturday, the preceding Friday shall be considered as the holiday. If a holiday falls on Sunday, the following Monday shall be considered as the holiday.

8. **A.** Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

9. **B.** Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

C. Holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

D. **D.** Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (8). Unpaid Holidays: President’s Day. Any paid holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any paid holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

E. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

F. Holidays: New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas day and Christmas day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.


H. Holidays: New Year's Day, Martin Luther King Jr. Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas day and Christmas day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

I. Holidays: New Year's Day, President’s Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, The Friday After Thanksgiving Day, The Day Before Christmas Day And Christmas Day (9). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

J. Holidays: New Year's Day, Independence Day, Memorial Day, Labor Day, Thanksgiving Day and Christmas Day (6). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.
Holiday Codes Continued

7. K. Holidays: New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, the Friday and Saturday after Thanksgiving Day, And Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

L. Holidays: New Year's Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, the Last Work Day before Christmas Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

M. Paid Holidays: New Year's Day, The Day after or before New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, And the Day after or before Christmas Day (10). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

N. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, And Christmas Day (7). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. When Christmas falls on a Saturday, the preceding Friday shall be observed as a holiday.


Q. Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, the Last Working Day before Christmas Day and Christmas Day (8). Any holiday which falls on a Sunday shall be observed as a holiday on the following Monday. If any of the listed holidays falls on a Saturday, the preceding Friday shall be observed as the holiday.

R. Paid Holidays: New Year's Day, the day after or before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and the day after or before Christmas Day (10). If any of the listed holidays fall on Saturday, the preceding Friday shall be observed as the holiday. If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

S. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Day after Christmas, and A Floating Holiday (9). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly.

T. Paid Holidays: New Year's Day, the Day after or before New Year’s Day, President’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Day, and The Day after or before Christmas Day. (10). If any of the listed holidays falls on a Sunday, the day observed by the Nation shall be considered a holiday and compensated accordingly. Any holiday which falls on a Saturday shall be observed as a holiday on the preceding Friday.

Note Codes

8. A. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
- Over 50’ To 100’ -$2.00 per Foot for Each Foot Over 50 Feet
- Over 100’ To 150’ -$3.00 per Foot for Each Foot Over 100 Feet
- Over 150’ To 220’ -$4.00 per Foot for Each Foot Over 150 Feet
- Over 220’ -$5.00 per Foot for Each Foot Over 220 Feet
8. C. In addition to the hourly wage and fringe benefits, the following depth premiums apply to depths of fifty feet or more:
   - Over 50’ To 100’ -$1.00 per Foot for Each Foot Over 50 Feet
   - Over 100’ To 150’ -$1.50 per Foot for Each Foot Over 100 Feet
   - Over 150’ To 200’ -$2.00 per Foot for Each Foot Over 150 Feet
   - Over 200’ -Divers May Name Their Own Price

D. Workers working with supplied air on hazmat projects receive an additional $1.00 per hour.

L. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $0.75, Level B: $0.50, And Level C: $0.25.

M. Workers on hazmat projects receive additional hourly premiums as follows: Levels A & B: $1.00, Levels C & D: $0.50.

N. Workers on hazmat projects receive additional hourly premiums as follows -Level A: $1.00, Level B: $0.75, Level C: $0.50, And Level D: $0.25.

P. Workers on hazmat projects receive additional hourly premiums as follows -Class A Suit: $2.00, Class B Suit: $1.50, Class C Suit: $1.00, And Class D Suit $0.50.

Q. The highest pressure registered on the gauge for an accumulated time of more than fifteen (15) minutes during the shift shall be used in determining the scale paid.

R. Effective August 31, 2012 – A Traffic Control Supervisor shall be present on the project whenever flagging or spotting or other traffic control labor is being utilized. A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. These classifications are only effective on or after August 31, 2012.

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T. Effective August 31, 2012 – A Traffic Control Laborer performs the setup, maintenance and removal of all temporary traffic control devices and construction signs necessary to control vehicular, bicycle, and pedestrian traffic during construction operations. Flaggers and Spotters shall be posted where shown on approved Traffic Control Plans or where directed by the Engineer. All flaggers and spotters shall possess a current flagging card issued by the State of Washington, Oregon, Montana, or Idaho. This classification is only effective on or after August 31, 2012.

U. Workers on hazmat projects receive additional hourly premiums as follows – Class A Suit: $2.00, Class B Suit: $1.50, And Class C Suit: $1.00. Workers performing underground work receive an additional $0.40 per hour for any and all work performed underground, including operating, servicing and repairing of equipment. The premium for underground work shall be paid for the entire shift worked. Workers who work suspended by a rope or cable receive an additional $0.50 per hour. The premium for work suspended shall be paid for the entire shift worked. Workers who do “pioneer” work (break open a cut, build road, etc.) more than one hundred fifty (150) feet above grade elevation receive an additional $0.50 per hour.
ATTACHMENT 3

CITY PROGRAMS

- SMALL BUSINESS ENTERPRISE PROGRAM (SBE) PROGRAM
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.
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.

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.

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.


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.


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:

\[
\text{Evaluated Bid} = \left( \frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \right) \times 0.05 \times \text{Low Base Bid} \times (\text{Base Bid})
\]

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.


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.


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.


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.


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.


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.

SUBCONTRACTOR’S PRE-WORK FORM

Company Name

Telephone

Address/City/State/Zip Code

Name of Prime Contractor

Specification Number

Type of work to be performed on this project

QUESTIONS 1 and 2 BELOW REFER TO ANY FURTHER SUBCONTRACTING OF YOUR FIRM’S PORTION OF THIS PROJECT

1. What is the total number of ALL subcontracts to be let on this project?

2. What specific efforts were made by your company to obtain or assure minority and women subcontractor participation on this project?

SUBCONTRACTOR’S PRESENT WORK FORCE

<table>
<thead>
<tr>
<th>JOB CATEGORIES SPECIFY</th>
<th>TOTAL EMPLOYEES</th>
<th>TOTAL MINORITY EMPLOYEES</th>
<th>BLACK</th>
<th>ASIAN</th>
<th>AMERICAN INDIAN</th>
<th>HISPANIC</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>M</td>
<td>F</td>
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<td>Officers/Managers</td>
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<td>Apprentices</td>
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<td>Trainees</td>
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<td><strong>TOTALS</strong></td>
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</tbody>
</table>

SUBCONTRACTOR’S PROJECTED WORK FORCE - THIS PROJECT

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<tbody>
<tr>
<td>Superintendent</td>
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<td>Operators</td>
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<td>Laborers</td>
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<td>Apprentice</td>
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<td>Trainee</td>
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</tbody>
</table>

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

CCD/SBE/FORMS revised June 2013
INSTRUCTIONS FOR COMPLETING
SUBCONTRACTOR’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.

<table>
<thead>
<tr>
<th>Job Category</th>
<th>M</th>
<th>F</th>
<th>Total Employees</th>
<th>Total Minorities</th>
<th>Totals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officials &amp; Managers</td>
<td>100</td>
<td>50</td>
<td>150</td>
<td>50</td>
<td>200</td>
</tr>
<tr>
<td>Sales Workers</td>
<td>20</td>
<td>30</td>
<td>50</td>
<td>20</td>
<td>70</td>
</tr>
<tr>
<td>Office/Clerical</td>
<td>10</td>
<td>15</td>
<td>25</td>
<td>15</td>
<td>40</td>
</tr>
<tr>
<td>Professionals</td>
<td>5</td>
<td>7</td>
<td>12</td>
<td>7</td>
<td>19</td>
</tr>
<tr>
<td>Technical</td>
<td>3</td>
<td>2</td>
<td>5</td>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>Non-Minority</td>
<td>180</td>
<td>100</td>
<td>280</td>
<td>100</td>
<td>380</td>
</tr>
<tr>
<td>Black</td>
<td>12</td>
<td>4</td>
<td>16</td>
<td>4</td>
<td>20</td>
</tr>
<tr>
<td>Asian</td>
<td>8</td>
<td>1</td>
<td>9</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>American Indian</td>
<td>5</td>
<td>2</td>
<td>7</td>
<td>2</td>
<td>9</td>
</tr>
<tr>
<td>Hispanic</td>
<td>3</td>
<td>1</td>
<td>4</td>
<td>1</td>
<td>5</td>
</tr>
<tr>
<td>Total Minorities</td>
<td>34</td>
<td>18</td>
<td>52</td>
<td>18</td>
<td>70</td>
</tr>
<tr>
<td>Totals</td>
<td>214</td>
<td>118</td>
<td>332</td>
<td>118</td>
<td>450</td>
</tr>
</tbody>
</table>
MONTHLY EMPLOYMENT UTILIZATION REPORT

This report is required by Executive Order 11246, Sec. 203 and City of Tacoma Ordinance 26726. Failure to report can result in contracts being canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further government contracts or federally assisted construction contracts.

1. City of Tacoma Specification Number
2. Employer ID Number
3. Federal Aid Number (if applicable)
4. Current Goals
5. Reporting Period
6. Contractor’s Name and Address
7. Project Description
8. Indicate Hours per Classification (columns 9a –9e)
9. Construction Trades
10. Total All Employees by Trade
11. M
12. F
13. Black (Not of Hispanic Origin)
14. Hispanic
15. Asian or Pacific Isl
16. Native American
17. Minority Percentage
18. Female Percentage
19. Total No. Minority Employees
20. Total No. Employees

Telephone Number ___________________ Email Address ___________________ Date ___________________
Type or Print Name of Responsible Officer / Title ___________________ Signature of Responsible Officer ___________________ Page ____ of _____

CCD/SBE/FORMS revised June 2013
INSTRUCTIONS FOR FILING MONTHLY EMPLOYMENT UTILIZATION REPORT

The Monthly Utilization Report is to be completed by each subject contractor (both prime and sub) and signed by a responsible official of the company. The reports are to be filed by the 10th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered areas for the monthly reporting period. All reports shall be submitted to the City of Tacoma SBE Office. Additional copies of this form may be obtained at http://www.cityoftacoma.org/government/city_departments/community_and_economic_development/small_business_enterprise/forms/

- THE PRIME CONTRACTOR SUBMITS A REPORT FOR ITS TOTAL CONSTRUCTION WORK FORCE.
- EACH SUBCONTRACTOR SEPARATELY SUBMITS A REPORT FOR ITS TOTAL CONSTRUCTION WORK FORCE.

<table>
<thead>
<tr>
<th>Company Reporting</th>
<th>Any company which has a construction contract with the City of Tacoma or a contract funded in whole or in part with City funds. Includes subcontractors on such contracts.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority</td>
<td>Includes Blacks, Hispanics, American Indians, Alaskan Natives, and Asian and Pacific Islanders – both men and women.</td>
</tr>
<tr>
<td>1. City of Tacoma Specification Number</td>
<td>The identifying number for the project bid specification.</td>
</tr>
<tr>
<td>2. Employers ID Number</td>
<td>Federal tax identification or social security number.</td>
</tr>
<tr>
<td>3. Federal Aid Number</td>
<td>Number identifies federal funding, included in bid specification.</td>
</tr>
<tr>
<td>4. Current Goals</td>
<td>Determined by City of Tacoma SBE staff.</td>
</tr>
<tr>
<td>5. Reporting Period</td>
<td>Timeframe for pay period, beginning and end dates.</td>
</tr>
<tr>
<td>6. Contractor’s Name and Address</td>
<td>Contractor submitting the form for their work force, either prime or subcontractor.</td>
</tr>
<tr>
<td>7. Project Description</td>
<td>Title of project, address/location of work.</td>
</tr>
<tr>
<td>8. Construction Trades and Job Classifications</td>
<td>List the construction trade used (carpenter, mason, electrician, etc.) on the blank lines next to the appropriate classification (apprentice, journey, etc.).</td>
</tr>
<tr>
<td>9. Indicate hours worked per classification (columns 9a – 9e)</td>
<td>9a. List hours worked for each trade and classification for ALL employees. 9b-e. Then separate hours worked by ethnicity and gender.</td>
</tr>
<tr>
<td>10. Minority Percentage</td>
<td>Calculate percentage of total hours worked by minority employees.</td>
</tr>
<tr>
<td>11. Female Percentage</td>
<td>Calculate percentage of total hours worked by female employees.</td>
</tr>
<tr>
<td>12. Total Number of Minority Employees</td>
<td>Total minority employees both male and female.</td>
</tr>
<tr>
<td>13. Total Number of Employees</td>
<td>Total ALL employees, both male and females.</td>
</tr>
</tbody>
</table>
# AFFIDAVIT OF AMOUNTS PAID TO ALL SUBCONTRACTORS

<table>
<thead>
<tr>
<th>Contractor</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>City/State/Zip</td>
<td>Telephone No.</td>
</tr>
<tr>
<td>Specification No.</td>
<td>Federal/State Aid Contract No. (If Applicable)</td>
</tr>
<tr>
<td>Project Title</td>
<td></td>
</tr>
</tbody>
</table>

**Month Reported**

Please Note: The amounts below are accumulative, earned/paid to date.

<table>
<thead>
<tr>
<th>Participant Name, Address &amp; Telephone</th>
<th>Race Code</th>
<th>Contract Type</th>
<th>% of Work Completed to Date</th>
<th>TOTAL Amounts Earned to Date</th>
<th>TOTAL Amount in Retainage</th>
<th>TOTAL Amounts Paid to Date</th>
</tr>
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Original Contract Amount ________________  Accumulated Totals Paid to Subcontractors to date ________________
Number ___ of Amendments __________________
Number ____ of Change Orders ________________
New Contract Amount ____________________

<table>
<thead>
<tr>
<th>Race Code</th>
<th>Contract Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>B = Black</td>
<td>A = Asian</td>
</tr>
<tr>
<td>H = Hispanic</td>
<td>1 = American Indian or Alaskan Native</td>
</tr>
<tr>
<td>O = Other</td>
<td>M = Material Supplier</td>
</tr>
</tbody>
</table>

I, the undersigned, do hereby certify that in connection with all work on the project for which this statement is submitted, each subcontractor contracted by me has been paid the amounts shown for work completed or portions thereof listed.

_____________________________  __________________________  ________________________
Signature  Title  Date

Subscribed and sworn before me this ______ day of __________________, 20__________

_____________________________  Notary Public in and for the State of Washington, Residing at ____________________