



# CITY OF TACOMA

**THIS IS NOT AN ORDER**  
**All prices quoted shall be F.O.B.**  
**Destination, Freight Prepaid and Allowed**

All responses & inquiries must be  
plainly marked with this

## REQUEST FOR QUOTATION 6000046357

<b>Return Bids By 11:00 AM, 06/08/2018 to:</b>
Samol P Hefley S Hefley ABN 4th Floor NE 3628 South 35th Street Tacoma WA 98409 Ph. 253 502 8249 Fax.253-502-8372
<b>Material will ship to:</b>
WEB VENDOR FOR RFQ POSTINGS TACOMA WA 98402

<b>RFQ Information</b>	
Collective Bid #	PG18-0208N
Bid Issue Date	05/11/2018
Vendor Number	109226 WEB VENDOR FOR RFQ
<b>Vendor Information (vendor to complete)</b>	
Firm Name:	
Address:	
City/State/Zip	/ /
Phone/Fax	/
E-Mail	
Contact Name	
Payment Terms	%, days (e.g. 2% 10,N30)
Tacoma Bus. Lic. #	
Taxpayer ID #	
SIGNATURE OF PERSON AUTHORIZED TO SIGN THIS BID	
x _____	DATE: ____ / ____ / ____
NAME : _____	
TITLE : _____	

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
	<p>***The City of Tacoma will accept e-mailed bid submittals sent to sendbid@cityoftacoma.org for this solicitation. Please include the Collective Bid Number in the subject line of your e-mail. Bids are subject to the submittal deadline noted in the bid solicitation document. The time of e-mail receipt will be considered as the time of submittal. Submittals are accepted by one of the following delivery methods; e-mail, facsimile, or mail. The City accepts no responsibility for transmission errors.</p> <p>The City of Tacoma is soliciting bids for PG18-0208N- Cushman No. 2 Powerhouse Concrete Cutting - Rebid</p> <p>NO Substitutions</p> <p>Responses must be submitted on the provided City of Tacoma bid solicitation form. Vendor signature is mandatory.</p> <p>Vendor will be required to provide and keep current a certificate of insurance per City of Tacoma requirements.</p> <p>Labor performed under this contract/purchase order is subject to state</p>					



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## REQUEST FOR QUOTATION 6000046357

Item #	Material# Description	Delivery Date	QTY	UM	Net Price	Total
10	<p>prevailing wage.</p> <p>All bid pricing shall be FOB Destination, freight prepaid and included in the unit price.</p> <p>Any bidder may be notified to clarify their bid proposals. This action shall not be construed as negotiations or an indication of intentions to award. The bidder must be able to provide the information within two (2) business days.</p> <p>Questions please email Samol Hefley at shefley@cityoftacoma.org</p> <p>Items must be new and unused.</p> <p><b>Concrete Cutting</b> Please see attached Specification</p>		1	AU		

Net Value	\$
Plus Tax at _____%	\$
Total Amount	\$

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On 1/1/2008, I received a letter from a person who was a member of the American Revolution. The letter was written in a very old style of English, and it was very interesting. I had never seen anything like it before. The letter was written in a very old style of English, and it was very interesting. I had never seen anything like it before. The letter was written in a very old style of English, and it was very interesting. I had never seen anything like it before.

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## **Chapter 1.07**

### **SMALL BUSINESS ENTERPRISE**

#### **Sections:**

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

#### **1.07.010 Policy and purpose.**

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

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

#### **1.07.020 Definitions.**

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

- A. "Affidavit of Small Business Enterprise Certification" means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.
- B. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.
- C. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- D. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- E. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- F. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.07.030 Discrimination prohibited.**

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

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

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

**1.07.040 Program administration.**

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

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

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

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

**1.07.050 Certification.**

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

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

- b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or
- c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or
- d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

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

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

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

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

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

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

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

#### **1.07.060 Program requirements.**

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

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

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

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

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

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

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

#### **1.07.070 Evaluation of submittals.**

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

#### **1.07.080 Contract compliance.**

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

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

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

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

#### **1.07.090 Program monitoring.**

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

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

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

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

#### **1.07.100 Enforcement.**

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

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

#### **1.07.110 Remedies.**

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

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

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

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

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

#### **1.07.120 Unlawful acts.**

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

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

#### **1.07.130 Severability.**

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

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

#### **1.07.140 Sunset and review of program.**

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

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



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*\*NOTE: ORIGINAL RELEASE WILL BE  
MAILED TO THE CONTRACTOR  
AT THE END OF THIS PROJECT\**

Specification No. \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

## State Responsibility and Reciprocal Bid Preference Information

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

Number: \_\_\_\_\_

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: \_\_\_\_\_





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*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).*

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Name of Bidder: \_\_\_\_\_

<u>PROPOSAL</u>				
	<u>EST.</u> <u>QUANTITY</u>	<u>BID</u> <u>UNIT</u>	<u>COST</u>	<u>TOTAL COST</u>
<u>ITEM 1</u>	1	Lump Sum	\$ _____	\$ _____
Concrete Cutting				
<b>Total</b>				\$ _____
Mason County Sales Tax @ <u>8.5%</u>				\$ _____
<b>TOTAL AMOUNT (Item 1 plus applicable sales tax)</b>				\$ _____



# PG18-0208N CITY OF TACOMA INSURANCE REQUIREMENTS

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## **I. GENERAL REQUIREMENTS**

- A. The City of Tacoma (the City) reserves the right to approve or reject the insurance provided based upon the insurer (including financial condition), terms and coverage, the Certificate of Insurance (COI), and/or endorsements. The insurance must be provided by an insurer with a rating of (A-) VII or higher in the A.M. Best's Key Rating Guide (<http://www.ambest.com/home/default.aspx>), and pursuant to RCW 48, licensed to do business in the State of Washington (or issued as a surplus line by a Washington Surplus Lines broker).
- B. The Contractor shall keep this insurance in force during the entire term of the Contract and for thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- C. The liability insurance policies required by this section shall:
  - 1. Contain a "severability of insureds," "separation of interest," or "cross liability" provision.
  - 2. Be primary and non-contributory insurance to any insurance coverage or self-insurance program the City may maintain.
  - 3. Contain a Waiver of Subrogation clause in favor of the City.
  - 4. Other than Professional Liability, reflect coverage on an "occurrence," not "claims-made" policy form.
- D. The Contractor shall provide the City notice of any cancellation or non-renewal of this required insurance within 30 calendar days.
- E. The Contractor shall forward to the City, a full and certified copy of the insurance policy(s) including endorsements required by this section upon the City's request.
- F. The Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City.
- G. Failure on the part of the Contractor to obtain and maintain the insurance as required by this section shall constitute a material breach of the Contract, upon which the City may, after giving five (5) business day notice to the Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to the City by the Contractor upon demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.
- H. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by the City to the Contractor.
- I. For all liability insurance policies required by this Section, the City, including its officers, elected officials, employees, agents, and authorized volunteers, and any other entities as required by the Contract, shall be named as additional insured(s) by amendatory endorsement, EXCEPT Professional Liability (if applicable), Workers' Compensation, Owners and Contractors Protective Liability, and Railroad Protective Liability.

## **II. EVIDENCE OF INSURANCE**

The Contractor shall deliver a COI and endorsements for each policy of insurance meeting the requirements set forth herein when the Contractor delivers the signed Contract for the work to the City. The certificate and endorsements must conform to the following requirements:





## PG18-0208N CITY OF TACOMA INSURANCE REQUIREMENTS

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- A. An ACORD certificate or a form determined by the City to be equivalent.
- B. Copies of all endorsements showing the policy number and naming the City as an additional insured.
- C. The endorsement is to state that the insurance is primary and non-contributory over any City insurance or self-insurance.
- D. The endorsement is to extend "Products/Completed Operations" coverage to the City as an additional insured.
- E. A statement of additional insured status on an ACORD COI shall not satisfy this requirement.
- F. Any other amendatory endorsements to show the coverage required herein.

### **III. CERTIFICATE REQUIREMENTS SPECIFIC REPRESENTATIONS**

The following must be indicated on the COI:

- A. The City is named as an additional insured ("with respect to a specific Contract" or "for any and all work performed with the City" may be included in this statement).
- B. "This insurance is primary and non-contributory over any insurance or self-insurance the City may carry" ("with respect to a specific Contract" or "for any and all work performed with the City" may be included in this statement).
- C. A Waiver of Subrogation in favor of the City for General Liability and Automobile Liability.
- D. Self-Insured Retention and applicable deductible limits must be disclosed on the COI and be no more than Ten Thousand Dollars (\$10,000).
- E. Contract or Permit number and the City Department.
- F. All coverage other than Professional Liability, Cyber/Privacy and Security, and Pollution Liability must be written on "occurrence" form and not "claims-made" form.
- G. Reflect the existence and form numbers of all required endorsements.

### **IV. SUBCONTRACTORS**

It is the Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. The Contractor shall provide evidence of such insurance upon the City's request.

### **V. CERTIFICATE REQUIREMENTS FOR COVERAGES AND LIMITS**

The insurance shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits. The policies and/or coverages required by this section shall be subject to a deductible or self-insured retained limit up to Ten Thousand Dollars (\$10,000) unless first approved in writing by the City of Tacoma, Risk Management Division.



# PG18-0208N CITY OF TACOMA INSURANCE REQUIREMENTS

## **A. General Liability Insurance**

### **1. Commercial General Liability (CGL) Insurance**

The CGL insurance policy must provide limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate.

The CGL policy shall be written on an "occurrence," not "claims-made," basis and shall include the following coverage:

- a. Must use (Insurance Services Office (ISO) form CG0001(04-13) or its equivalent).
- b. A per project aggregate policy limit.
- c. Products Hazard/Completed Operations- for a period of one year following final acceptance of the work.
- d. Personal/Advertising Injury.
- e. Contractual Liability.
- f. Explosion, Collapse, or Underground Property Damage.
- g. Blasting (only required when the Contractor's work under this Contract includes exposures to which this specified coverage responds).
- h. If Contractor is performing work within fifty (50) feet of a railroad right of way, the General Liability policy shall be endorsed to eliminate the Contractual Liability exclusion pertaining to work within fifty (50) feet of a railroad right of way using ISO form CG2417(10-01) or equivalent.
- i. Abuse and Molestation, by a separate coverage part or an endorsement to the CGL, with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate including but not limited to Contractors working directly with youth under the age of 18. If Abuse and Molestation coverage is provided on a "claims-made" basis, coverage must be maintained for not less than three years following the end of the contract. This may be done by policy renewals or an Extended Reporting Period Endorsement.
- j. Include the City as additional insured and:
  - 1) Use ISO forms CG2010(04-13) and CG2037(04-13) or equivalent for Contractors performing work on behalf of the City and name the City as an additional insured for ongoing and completed operations.
  - 2) Use ISO form CG2012(04-13) or equivalent for Permits and name the City as an additional insured.
  - 3) Use ISO form CG2026(04-13) or equivalent for Facility Use Agreements and name the City as an additional insured.
  - 4) Blanket additional insured provisions within a policy form will not be accepted in lieu of the specific additional insured endorsement forms specified herein. However, a blanket additional insured endorsement providing the equivalent coverage provided by specific additional insured endorsements specified herein, may be accepted upon written approval from City of Tacoma, Risk Management Division.



# PG18-0208N CITY OF TACOMA INSURANCE REQUIREMENTS

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## **B. Commercial Automobile Liability (CAL) Insurance**

The Contractor shall obtain and keep in force during the term of the Contract, a policy of CAL insurance coverage, providing bodily injury coverage and property damage coverage for owned (if any), non-owned, hired, and leased vehicles.

The Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 9948 endorsement or equivalent if "Pollutants" are to be transported. CAL policies must provide limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage.

Must use ISO form CA 0001 or equivalent.

## **C. Workers' Compensation**

### **1. State of Washington Workers' Compensation**

The Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

## **D. Employers' Liability (EL) (Stop-Gap) Insurance**

The Contractor shall maintain EL coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

## **E. Other Insurance**

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

## **VI. CONTRACTOR**

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## 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 Mason County/Counties.

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.

## PG18-0208N - Cushman No. 2 Powerhouse Concrete Cutting - Rebid

The work in this contract is to cut, remove and palletize several concrete items in the Cushman No. 2 powerhouse. The specific items to remove, including tentative dates of removal, are listed in the table below. Upon award of contract actual dates of work shall be determined.

### Pre-Bid Site Visit

For Contractors interested in viewing the work area, a site visit is scheduled for Tuesday, June 5, 2018 from 9 AM to 10 AM. All Contractors who plan to attend the walk down shall submit the name and contact number of the Contractor representative(s) who will participate in the site walk down to Jessica Venson via e-mail ([jvenson@cityoftacoma.org](mailto:jvenson@cityoftacoma.org)) by 4:00 p.m. PT, Wednesday, May 30, 2018.

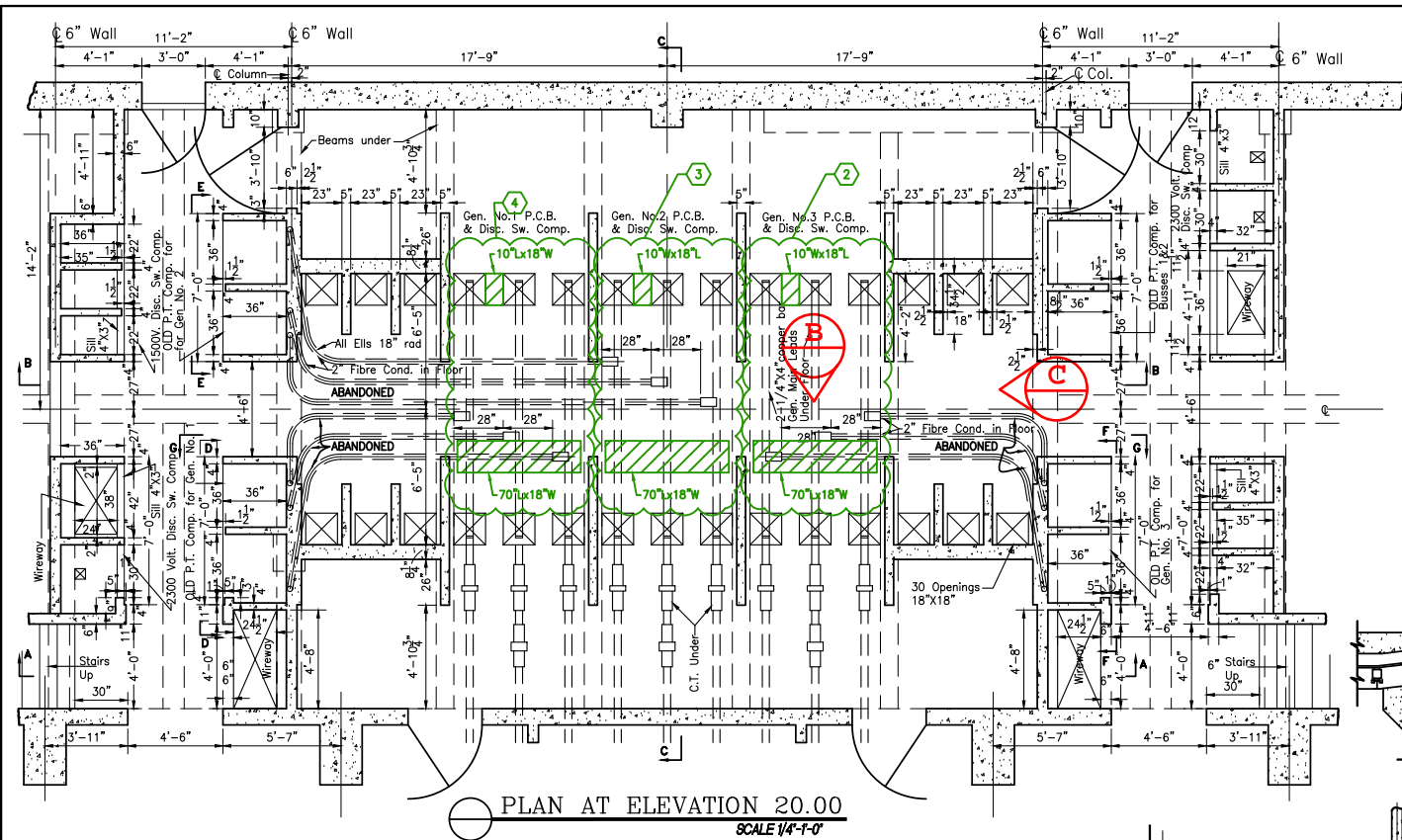
The site address is:

Cushman Hydroelectric Project  
21451 N Hwy 101  
Shelton, WA 98584

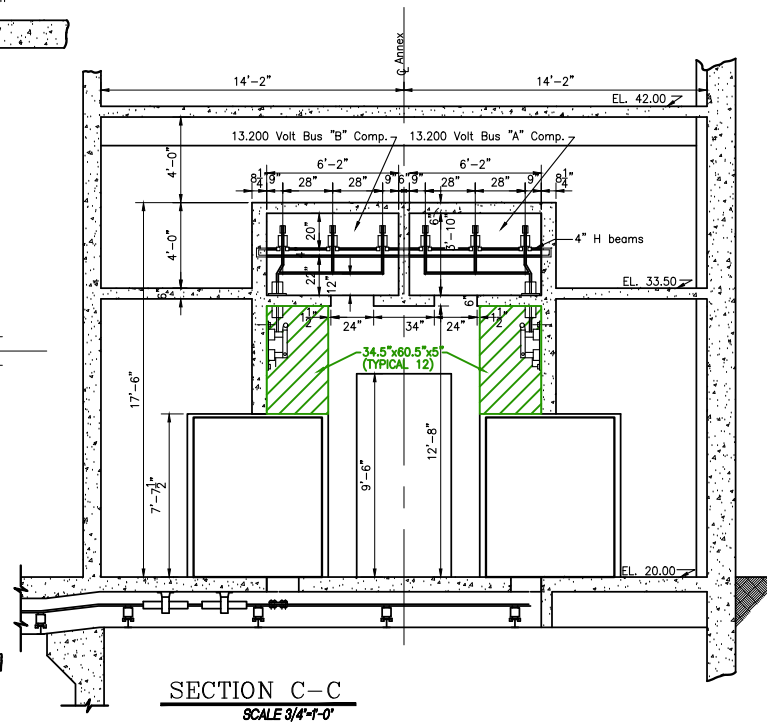
Three (3) site mobilizations will be required to perform the work (see drawing for required cuts per site mobilization). Floor slab is 6" thick.

<b>Required Date</b>	<b>Description of Work</b>
Week of 7/16	1 Each 10" long x 18" wide x 6" thick floor slab (See Drawing) and 1 Each 70" long x 18" wide x 6" thick floor slab (See Drawing)
Week of 7/16	4 each overhead partition walls (Note: electrical cabinet underneath and copper bus and associated equipment will be removed prior to saw cutting). See Drawing Sections B-B and C-C, and Photos B and C
Week of 8/4	1 Each 10" long x 18" wide x 6" thick floor slab (See Drawing) and 1 Each 70" long x 18" wide x 6" thick floor slab (See Drawing)
Week of 8/4	4 each overhead partition walls (Note: electrical cabinet underneath and copper bus and associated equipment will be removed prior to saw cutting). See Drawing Sections B-B and C-C, and Photos B and C
Week of 8/25	1 Each 10" long x 18" wide x 6" thick floor slab (See Drawing) and 1 Each 70" long x 18" wide x 6" thick floor slab (See Drawing)
Week of 8/25	4 each overhead partition walls (Note: electrical cabinet underneath and copper bus and associated equipment will be removed prior to saw cutting). See Drawing Sections B-B and C-C, and Photos B and C

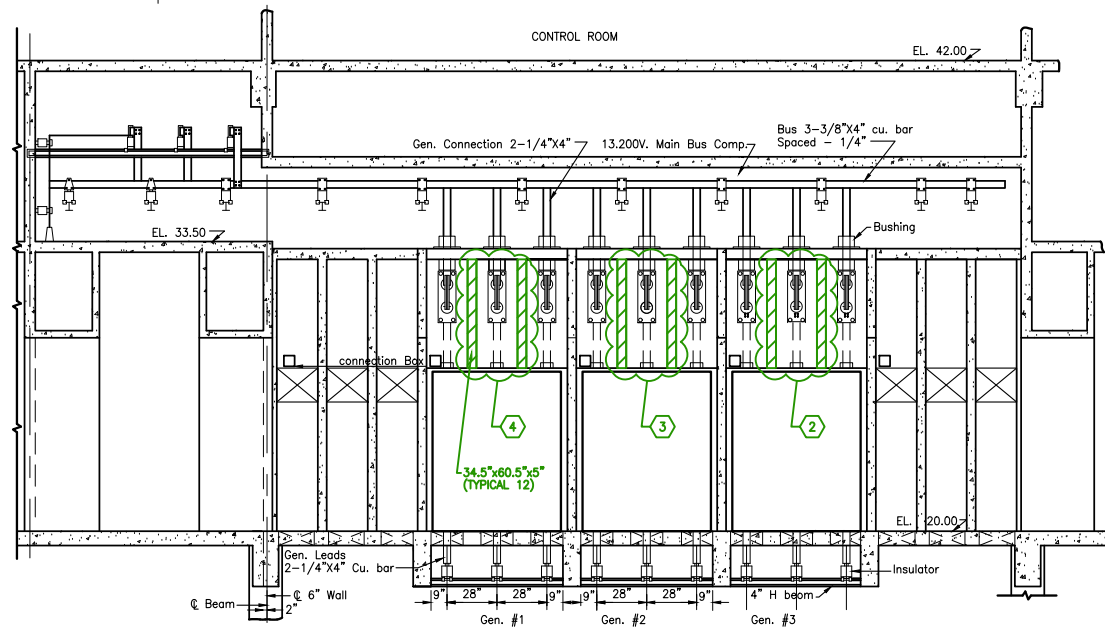
Partitions walls shall be cut flush to the horizontal and vertical mating surfaces. Floor cuts shall have vertical cuts at corners (shall not run past the vertical plane of the areas shown to be removed). All waste concrete shall be removed and placed on pallets for removal by plant personnel.



PLAN AT ELEVATION 20.00  
SCALE 1/4"=1'-0"



SECTION C-C  
SCALE 3/4"=1'-0"



SECTION B-B  
SCALE 3/4"=1'-0"

**LEGEND**



PHOTO CALLOUT

2	6/10/03	GEN. BKR. REPLACEMENT	MSR		
1	9/13/91	ADDED C.T.'S SWITCHES & DCB'S	MSR		
NO. DATE REVISION DESCRIPTION DRAWN BY CHECKED BY STAMPED BY					
CITY OF TACOMA					
DEPARTMENT OF PUBLIC UTILITIES					
LIGHT DIVISION					
CUSHMAN POWERHOUSE NO. 2					
POWER HOUSE NO 2					
GENERATOR CIRCUIT BRKR.					
& 13.2 KV MAIN BUSES					
DESIGNED			FIELD BOOK		
SUBMITTER			AFD		
DATE			4/4/30		
SUPERVISING ENGINEER			AS SHOWN		
APPROVED			SCALE		
DRAWING NO.			SKETCH		
APPROVING ENGINEER			SHEET		

SCOPE OF APPROVAL

DRAWN  
GLT

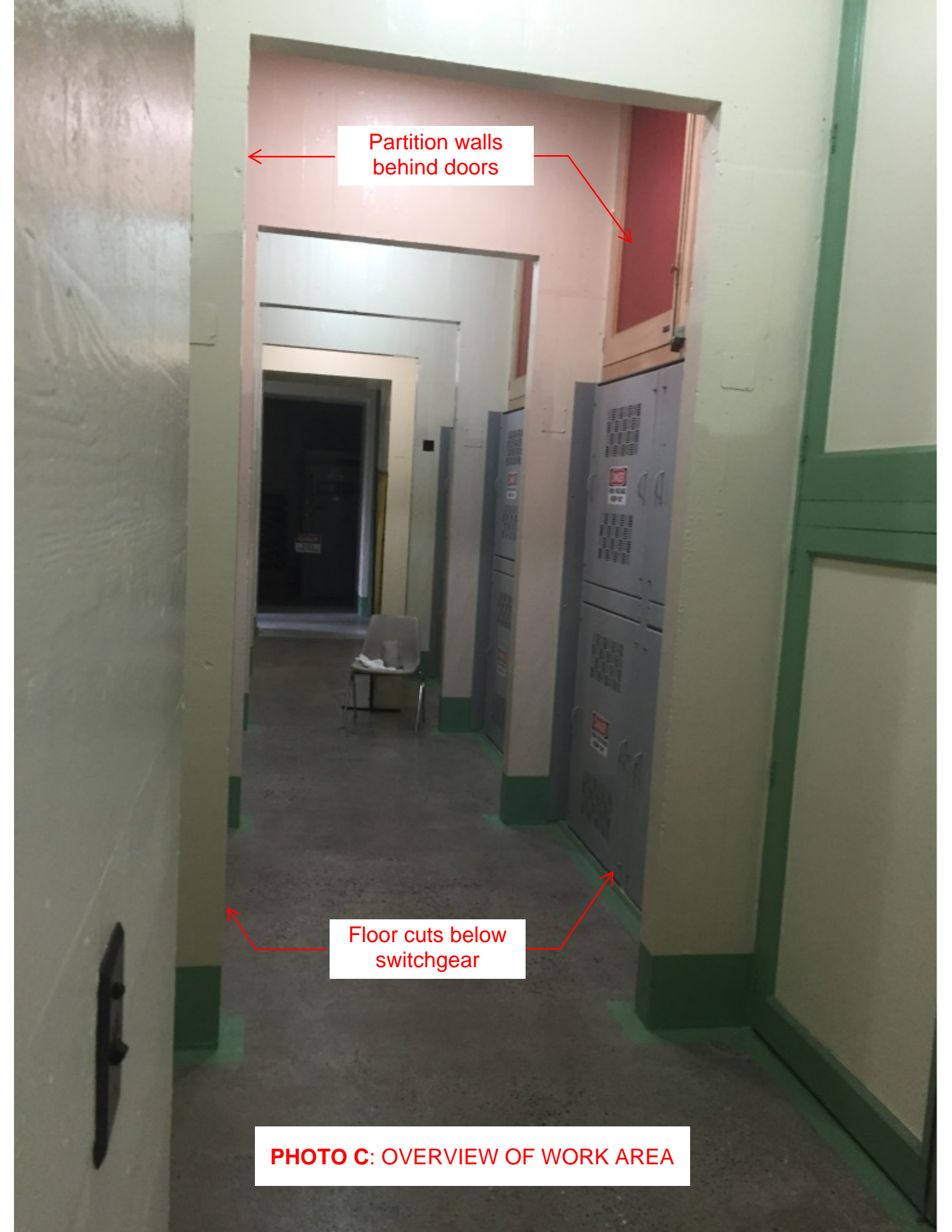
CHECKED

REV. NO.





**PHOTO B: PARTITION WALLS**  
Cut and remove. Flush with ceiling and back wall. (Typical of 2 this photo)

A photograph of a hallway. On the right side, there is a row of tall, grey electrical switchgear units. Above the switchgear, there are red partition walls. In the center of the hallway, a white plastic chair is visible. The floor is a light-colored, textured material. The walls are a light green color. The hallway leads to a darker area in the background.

Partition walls  
behind doors

Floor cuts below  
switchgear

**PHOTO C: OVERVIEW OF WORK AREA**