

# **CITY OF TACOMA**

All responses & inquiries must be plainly marked with this

# REQUEST FOR QUOTATION 6000041449

# Return Bids By 11:00 AM,01/11/2016 to: sendbid@cityoftacoma.org

Debbie Seibert TPU Administration Building North 3628 S. 35th St. Tacoma WA 98409

# Material will ship to:

Water Supply Administration 3628 S 35th St Tacoma WA 98409

<b>RFQ</b> Information							
Collective Bid #	TW15-0709N (Rebid of TW15-0648N)						
Bid Issue Date	12/23/201	5					
Vendor Number	109226 WEB VENDOR FOR RFQ						
Vendor Information (vendor to complete)							
Firm Name:	-						
Address:							
City/State/Zip							
Phone/Fax	1						
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	<b>QTY</b>	UM UM	Net Price	Total		
	Description	Date						
ĺ	2016 McMillin Reservoir Operations Building, and Green River Facilities							
	Janitorial Services, per the attached specifications.							
	Site visits are scheduled for January 5, 2016,10:00 AM at							
	McMillin Operations Center January 6, 2016,11:00 AM at							
	Green River Headworks							
	For most in a set of Dalphie Online data in the instantion for the							
	For questions contact Debbie Seibert at dseibert@cityoftacoma.org							
10	2016 McMillin Janitorial		1	AU				
20	2010 Orean Diver Invitarial		1	AU				
20	2016 Green River Janitorial		1.					
					Net Value \$			
			Plus Tax at					
					% \$			
				Total An	nount \$			

## CITY OF TACOMA REQUEST FOR QUOTATION GENERAL TERMS AND CONDITIONS

#### 1. Preparation/Submittal of Bids

A. All information requested of the Bidder/Proposer must be entered in the appropriate space on the form. Failure to do so may disqualify your bid/proposal.

B. All information must be written in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid/proposal. Corrections shall be initialed in ink by the person signing the bid/proposal.

C. Time of delivery must be stated as the number of calendar days following receipt of the order by the Bidder/Proposer to receipt of the goods or services by the City and may be a determining factor in the award of the contract. D. All bids/proposals must be signed by an authorized officer or employee of the Bidder/Proposer.

E. The City of Tacoma will not be responsible for any explanation interpretation of the RFB/RFQ/RFP documents, except if made by written addendum.

F. Bids/Proposals must be submitted by or prior to the RFB/RFQ/RFP date and time specified. The RFB/RFQ/RFP number, opening date and Buyer must be noted on the face of the envelope if submitted by mail or in person. G.Submission of a facsimile bid/proposal in lieu of a mailed bid/proposal is at the option of the Bidder/Proposer unless otherwise stated in the

RFB/RFQ/RFP. The City accepts no responsibility for transmission errors if transmitted by fax.

H.All bid/proposal prices must remain firm for acceptance by the City for a period of at least 60 calendar days from the RFB/RFQ/RFP opening date.

2. <u>Bid/ Proposal Withdrawal:</u> No bid/proposal can be withdrawn after having been formally opened by a representative from the City Purchasing Office.

3. **Shipping and Delivery:** F.O.B. Point/Freight: All prices quoted shall be F.O.B. destination, freight prepaid and allowed. Failure to meet this requirement may result in your bid/proposal being rejected as non-responsive. Deliveries will be accepted between 9:00 a.m. and 3:30 p.m., at the delivery address shown on the front of the RFB/RFQ/RFP, Monday through Friday (except on legal holidays of the City of Tacoma).

4. **Payment Terms**: Prices will be considered as net 30 if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid/proposal. Invoices will not be processed for payment nor will the period of the cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence upon the final approval for payment.

5. <u>Terms and Conditions</u>: All terms and conditions of the City of Tacoma Purchase Order form shall apply to contracts resulting from this RFB/RFQ/RFP.

## 6. <u>Taxes</u>:

A. The City of Tacoma is exempt from Federal excise tax.

B. The City of Tacoma is subject to Washington State Sales Tax.

C. Section 6A.30.060 of the Tacoma Municipal Code (TMC) provides that all transactions with the City of Tacoma, wherever consummated, are subject to the City's Business and Occupation Tax. It is the responsibility of the Bidder/Proposer awarded the Contract to register with the City of Tacoma's Finance, Tax and License Division, 733 Market Street, Room 21, Tacoma, WA 98402-3768, 253-591- 5252. The City's Business and Occupation Taxamount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

D.Do not include Washington State Sales Tax or Federal Excise Tax in the prices quoted. Bidder/Proposer is responsible to determine the correct sales tax rate to be paid and include it in the appropriate blank on the RFB/RFQ/RFP page.

7. Increase or Decrease in Quantities/Extensions: The City reserves the right to increase or decrease the quantities of any item under this contract and pay according to the unit price in the RFB/RFQ/RFP. Unless otherwise specified in the solicitation, contracts resulting from this RFB/RFQ/RFP are subject to extension by mutual agreement at the same prices, terms and conditions.

## 8. Evaluation of Bids/Awards:

A. The City reserves the right to: (1) award bids/proposals received based on individual items or groups of items, or on the entire list of items (2) to reject any or all bids/proposals or any part thereof, and if necessary, call for new bids/proposals (3) to waive any informality in the bids/proposals, and (4) to accept the bid/proposal that is the lowest and the best bid/proposal in the interest of the City of Tacoma.

B. The City reserves the right to correct ambiguities and obvious errors in the Bidder/Proposer's proposal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

C. In the evaluation of bids/proposals, the Bidder's/Proposer's experience, delivery time, and responsibility in performing other contracts will be considered. In addition, the bid/proposal evaluation factors set forth in TMC Section 1.06.253 may be considered by the City as well as the tax revenue the City would receive from purchasing item(s) from a supplier or suppliers located inside or outside the boundaries of the City of Tacoma.

#### 9. Approved Equivalents:

A. Unless an item is indicated "No Substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equivalent items will be considered by the City, provided that the

Bidder/Proposer specifies the brand and model, and provides all descriptive literature, independent test results, product samples, etc., to enable the City to evaluate the proposed "equivalent."

B. The decision of the City as to what items are equivalent shall be final and conclusive. If the City elects to purchase a brand represented by the Bidder/Proposer to be an "equivalent," the City's acceptance of the item will be 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 equivalent, the item shall be returned at the Bidder/Proposer's expense and the contract canceled without any liability whatsoever to the City.

C. When a brand name or level of quality is not stated by the Bidder/Proposer, it is understood the offer is exactly as specified. If more than one brand name is specified, Bidder/Proposer must clearly indicate the brand and model/part number being bid/proposed.

10. **Warranties/Guarantee:** Bidder/Proposer warrants that all materials, equipment and/or services provided as a result of the RFB/RFQ/RFP shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications of the RFB/RFQ/RFP; all items comply with all applicable safety and health standards established for such products by the Washington Industrial Safety and Health Act (WISHA), RCW Chapter 49.17, the U.S. Occupational Safety and Health Act (OSHA) and/or Consumer Products Safety Act, and all other applicable federal laws or agency rules; all items are properly packaged; and all appropriate instructions or warnings are supplied including any applicable MSDS sheets.

11. Legal Disputes: The sole venue of any legal action arising out of the Contract or any bids submitted in response to this RFB/RFQ/RFP shall be in the Pierce County Superior Court for the State of Washington and the interpretation of the terms of the Contract shall be governed by the laws of the State of Washington.

12. **Contract Compliance Forms**: TMC requires Bidder/Proposer's to submit proof and/or documentation of compliance with the City's requirements for equal economic opportunity and solicitation of Historically Underutilized Business subcontractors. If compliance forms are included with this RFB/RFQ/RFP, they must be fully and accurately completed and submitted at time of RFB/RFQ/RFP opening. Failure to do so may result in the bid/proposal being declared non-responsive. For compliance questions contact the City's Contract Compliance Office 747 Market Street, Tacoma, WA 98402, 253-591-5825.

13. <u>Code of Ethics</u>: TMC, Chapter 1.46, provides standards for certain unethical conduct by others including bidders and contractors. Violation of the City's code of ethics shall constitute a breach of contract, and will be grounds for termination of this contract.

14. <u>Prevailing Terms and Conditions</u>: Bidder/Proposer acknowledges and agrees that the terms and conditions stated herein shall control and prevail over any other conflicting terms and conditions Bidder/Proposer may present in connection with this Contract.

# **GENERAL PROVISIONS**

(Revised September 2014)

## **SECTION I - BIDDING REQUIREMENTS**

## SECTION I REQUIREMENTS ARE BINDING ON ALL RESPONDENTS.

## 1.01 USE AND COMPLETION OF CITY PROPOSAL SHEETS

## A. Respondent's Proposal

Each Respondent must bid exactly as specified on the Proposal sheets. All proposals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening of the bids.

#### **B.** Alterations of Proposals Not Allowed

Proposals that are incomplete or conditioned in any way, contain alternatives or items not called for in the General Provisions and Specifications, or not in conformity with law may be rejected as being nonresponsive. The City cannot legally accept any proposal containing a substantial deviation from these Specifications.

## C. Filling Out City Proposal Sheets

All proposals must be completed using the proposal sheets and forms included with this specification, and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Respondent in ink.

## 1.02 CLARIFICATION OF PROPOSAL FOR RESPONDENT

If a prospective Respondent has any questions concerning any part of the Proposal, he/she may submit a written request to the particular Division of the Department of Public Utilities of the City of Tacoma for answer of his/her questions. Any interpretation of the Proposal will be made by an Addendum duly issued and mailed or delivered to each prospective Respondent. Such addendum must be acknowledged in the proposal. The City of Tacoma will not be responsible for any other explanation or interpretation of the bid documents.

## 1.03 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY EMPLOYMENT

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 by establishing goals for their utilization in the provision of construction services, and related goods and/or services, to the City.

## A. Public Work or Improvement Type Projects and Contracts:

Respondents for public work or improvement type projects and contracts in excess of \$25,000 have an obligation to comply with the requirements set forth in the City's SBE Regulations adopted pursuant to Tacoma Municipal Code (TMC) Chapter 1.07. For further information, contact the City **SBE Office**, 747 Market Street, Room 900, Tacoma, WA 98402. Phone 253-573-2435. Email <u>SBEOffice@cityoftacoma.org</u>

Compliance with State Law RCW 35.22.650 is also required. All respondents for public work or improvement contracts (exceeding \$10,000, and \$15,000 for construction of water mains) are required to actively solicit minority and women business enterprise subcontractors. With respect to all such contracts, the Contractor agrees that he/she shall actively solicit the employment of minority group members. Contractor further agrees that he/she shall actively solicit bids for the subcontracting of goods or services from qualified minority businesses. Contractor shall furnish evidence of his/her compliance with these requirements of minority respondents on the basis of substantially equal proposals. The contractor shall be required to submit evidence of compliance with this section as part of the bid. ALL RESPONDENTS FOR PUBLIC WORK AND IMPROVEMENTS CONTRACTS MUST COMPLETE AND SUBMITTAL PACKAGE AND ATTACHED HERETO:

- **SBE Utilization Form** for contracts of \$25,000 or more per TMC Chapter 1.07
- > Prime Contractor's Pre-Work Form for contracts per RCW 35.22.650

## B. Purchase of Goods and/or Services Contracts:

Respondents for supply type contracts to which SBE Regulations do not apply have an obligation to demonstrate efforts to ensure equitable participation of minority and women's businesses. Such respondents shall not discriminate against any person on the basis of race, color, creed, sex, age or nationality in employment and are subject to the City's ordinances and regulations prohibiting discrimination. See TMC Chapter 1.50.

Service contracts involving a single trade are also subject to TMC Chapter 1.07, and respondents for such service contracts must submit applicable SBE program forms to be considered for contract award.

ALL RESPONDENTS FOR PURCHASE and/or SERVICES CONTRACTS MUST COMPLETE AND SUBMIT WITH THEIR BID THE FOLLOWING FORM CONTAINED IN THE BID SUBMITTAL PACKAGE AND ATTACHED HERETO:

## Personnel Inventory Form

Failure to fully complete and submit the required forms with the bid package may result in the bid being declared non-responsive and rejected.

## 1.04 RESPONDENT'S BOND OR CERTIFIED CHECK

Each bid for construction must be accompanied either by a certified or cashiers check for 5 percent of the total amount bid, including tax, payable to the City Treasurer, or an approved bid bond, by a surety company authorized to do business in the State of Washington, for 5 percent of the total amount bid. All bid bonds must be signed by the person legally authorized to sign the bid. The approved bid bond form attached to these Specifications should be used: no substantial variations from the language thereof will be accepted.

If a bid bond is used, the 5 percent may be shown either in dollars and cents, or the bid bond may be filled in as follows, "5 percent of the total amount of the accompanying proposal."

The check of the successful Respondent will be returned after award of the Contract, acceptance of the Performance Bond and City's receipt of the signed Contract. The checks of all other Respondents will be returned immediately upon the award of the Contract. Bid bonds will not be returned.

## 1.05 DELIVERY OF PROPOSALS TO THE CITY'S PURCHASING OFFICE

All bid proposals and documents must be returned to the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35<sup>th</sup> Street, Tacoma, WA 98409, in a sealed, properly addressed envelope with the name of the Respondent and Specification number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Call for Bids. The City offices are not open for special mail or other delivery on weekends and City holidays.

Telecopy bid proposals will be accepted by the City provided that the original signed bid proposal is sealed and mailed (to the City's Purchasing Office) and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the City's telecopy machine but must be sent to the Respondent's agent and delivered sealed to the City's Purchasing Office before the time stated in the Call for Bids.

Bids received after the time stated in the Call for Bids will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a bid proposal has been timely received, the City's Purchasing Office may rely on Universal Coordinated Time from the National Bureau of Standards as reported by radio broadcast station WWV.

## 1.06 CONTRACTOR'S STATE REGISTRATION NUMBER

Contractors for construction or public works construction are required to be licensed by the state. If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Respondent, then the Respondent's Washington State Contractor's Registration No. must accompany the bid.

## 1.07 BID IS NONCOLLUSIVE

The Respondent represents by the submission of the Proposal that the prices in this Bid are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

#### 1.08 EVALUATION OF BID

#### A. Price, Experience, Delivery Time and Responsibility

In the evaluation of bids, the Respondent's experience, delivery time, quality of performance or product, conformance to the specifications and responsibility in performing other contracts (including satisfying all safety requirements) may be considered in addition to price. In addition, the bid evaluation factors set forth in City Code Section 1.06.262 may be considered by the City. Respondents who are inexperienced or who fail to properly perform other contracts may have their bids rejected for such cause.

## **B. Prequalified Electrical Contractor**

Certain types of electrical construction requires special expertise, experience and prequalification of the Contractor (or subcontractor) by the City. In such cases, the Respondent must be prequalified or the Respondent must subcontract with a City prequalified electrical contractor for the specialty work.

#### C. Insertions of Material Conflicting with Specifications

Only material inserted by the Respondent to meet requirements of the Specifications will be considered. Any other material inserted by the Respondent will be disregarded as being nonresponsive and may be grounds for rejection of the Respondent's Proposal.

## D. Correction of Ambiguities and Obvious Errors

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

### 1.09 WITHDRAWAL OF BID

#### A. Prior to Bid Opening

Any Respondent may withdraw his/her Proposal prior to the scheduled bid opening time by delivering a written notice to the City's Purchasing Office. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Office prior to the time of bid opening.

## B. After Bid Opening

No Respondent will be permitted to withdraw his/her Proposal after the time of bid opening, as set forth in the Call for Bids, and before the actual award of the Contract, unless the award of Contract is delayed more than sixty (60) calendar days after the date set for bid opening. If a delay of more than 60 calendar days does occur, then the Respondent must submit written notice withdrawing his/her Proposal to the Purchasing Manager.

## 1.10 OPENING OF BIDS

At the time and place set for the opening of bids, all Proposals, unless previously withdrawn, will be publicly opened and read aloud, irrespective of any irregularities or informalities in such Proposal.

## 1.11 PUBLIC UTILITY BOARD FINAL DETERMINATION

The Public Utility Board of the City of Tacoma shall be the final judge as to which is the lowest and best bid in the interest of the City of Tacoma. The City reserves the right to reject any and all bids, waive minor deviations or informalities, and if necessary, call for new bids.

## 1.12 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 cashier's check or bid bond shall be forfeited.

## 1.13 TAXES

#### A. Include In Proposal All Taxes

Respondent shall include in his/her Proposal all applicable local, city, state, and federal taxes. It is the Respondent's obligation to state on his/her Proposal sheet the correct percentage and total applicable Washington State and local sales tax. The total cost to the City including all applicable taxes may be the basis for determining the low Respondent.

## **B. Federal Excise Tax**

The City of Tacoma is exempt from federal excise tax. Where applicable, the City shall furnish a Federal Excise Tax Exemption certificate.

## C. City of Tacoma Business and Occupation Tax

Sub-Title 6A of the City of Tacoma Municipal Code (TMC) provides that transactions with the City of Tacoma, may be subject to the City of Tacoma's Business and Occupation Tax. It is the responsibility of the Respondent awarded the Contract to register with the City of Tacoma's Department of Tax and License, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252. The City's Business and Occupation Tax amount shall not be shown separately but shall be included in the unit and/or lump sum prices bid.

## 1.14 FIRM PRICES/ESCALATION

Except as specifically allowed by the Special Provisions, only firm prices will be accepted.

## 1.15 AWARD

## A. Construction and/or Labor Contracts

Unless specifically noted in the Special Provisions or Proposal sheets, all construction and/or labor contracts will be awarded to only one Respondent.

## **B. Supply/Equipment Contracts**

The City reserves the right to award an equipment or supply contract for any or all items to one or more Respondents as the interests of the City will be best satisfied.

## 1.16 INCREASE OR DECREASE IN QUANTITIES

The City of Tacoma reserves the right to increase or decrease the quantities of any items under this Contract and pay according to the unit prices quoted in the Proposal (with no adjustments for anticipated profit).

## 1.17 EXTENSION OF CONTRACT

Contracts resulting from this specification shall be subject to extension by mutual agreement per the same prices, terms and conditions.

## 1.18 PAYMENT TERMS

Prices will be considered as net 30 calendar days if no cash discount is shown. Payment discount periods of twenty (20) calendar days or more will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment nor will the period of cash discount commence until receipt of a properly completed invoice and until all invoiced items are received and satisfactory performance of the Contractor has been attained. 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.

## 1.19 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are agreeable.

## 1.20 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

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.

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 <u>also</u> submit an index with its submittal identifying the affected page number(s) <u>and</u> 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 <u>without further notice to Respondent.</u> 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.

## **SECTION II - CONTRACT REQUIREMENTS**

## 2.01 CONTRACTOR'S RESPONSIBILITY

## A. Contract Documents

The Respondent to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma, Department of Public Utilities, within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. Certain contracts for supplies, goods or equipment may use the City Purchase Order in place of a formal contract document.

#### **B. Surety Bond**

Except as modified by the Special Provisions, the Respondent to whom the Contract is awarded shall provide a performance bond, including power of attorney, for 100 percent of the amount of his/her bid (including sales taxes), to insure complete performance of the Contract including the guarantee. The bond must be executed by a surety company licensed to do business in the State of Washington. For a supply-type contract, a cashiers check or cash may be substituted for the bond; however, this cash or cashiers check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

## C. Independent Contractor

Contractor is an independent contractor; no personnel furnished by the Contractor shall be deemed under any circumstances to be the agent or servant of the City. Contractor shall be fully responsible for all acts or omissions of Subcontractors and its and their suppliers, and of persons employed by them, and shall be specifically responsible for sufficient and competent supervision and inspection to assure compliance in every respect with the Contract. There shall be no contractual relationship between any Subcontractors or supplier and the City arising out of or by virtue of this agreement. No provision of the Contract is intended or is to be construed to be for the benefit of any third party.

## 2.02 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both. In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Special Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- (a) Proposal pages prevail if they conflict with the General, Special or Technical Provisions.
- (b) Special Provisions prevail if they conflict with the General Provisions and/or Technical Provisions.
- (c) Technical Provisions prevail if they are in conflict with the General Provisions.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Engineer for determination. Failure to submit the discrepancy issue to the Engineer shall result in the Contractor's actions being at his/her own risk and expense. The Engineer shall furnish from time to time such detailed drawings and other information as he/she may consider necessary.

#### 2.03 INSPECTION

#### A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

## **B.** Inspector's Authority

The inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Superintendent, whose decision shall be final. The word "Superintendent" means the Superintendent of the City of Tacoma, Department of Public Utilities division which is administering the contract.

The Contract shall be carried out under the general control of the representative of the particular Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Division administering the Contract in accordance with the terms of the Contract.

Provided, that for the purposes of construction contracts, such control shall only apply (a) to the extent necessary to ensure compliance with the provisions of this contract, and (b) to the extent necessary to fulfill any nondelegable duty of the City for the benefit of third parties not engaged in promoting the activity of this contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

## 2.04 FEDERAL, STATE AND MUNICIPAL REGULATIONS

All federal, state, municipal and/or local 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 work performed under this Contract.

## 2.05 INDEMNIFICATION

#### A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement. Contractor is solely and totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnity, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or subcontractor's employees) or damage to property involving Contractor, or subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract including if the City is found to have a nondelegable duty to see that work is performed with requisite care, except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor recognizes that Contractor is waiving immunity under industrial Insurance Law, Title 51 RCW. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. In addition, within the context of competitive bidding laws, it is agreed that this indemnification has been mutually negotiated. Provided however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

## B. Limitation of Liability for Primarily Supply-Type Contracts

In all contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total contract price (as determined by the City), the City agrees that it will not hold the contractor, supplier or manufacturer liable for consequential damages for that part of the contract related to the manufacture and/or design of the equipment, materials or supplies.

## 2.06 ASSIGNMENT AND SUBLETTING OF CONTRACT

## A. Assignment

The Contract shall not be assigned except with the consent of the Superintendent or his/her designee.

Requests for assignment of this contract must be in writing with the written consent of the surety, and the request must show the proposed person or organization to which the contract is assigned is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his/her experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of assignment.

## **B.** Subletting

The Contract shall not be sublet except with the written consent of the Superintendent or his/her designee. In the event that a prequalified electrical contractor is necessary to perform certain portions of the work, such work may be subcontracted with a City prequalified electrical contractor for the type of work involved.

Requests for subletting of this Contract must be in writing with the written consent of the Surety, and the request must show the proposed person or organization to which the Contract is sublet is capable, experienced and equipped to perform such work. The proposed substitute person or organization may be required to submit to the City information as to his experience, financial ability and give statements covering tools, equipment, organization, plans and methods to fulfill any portion of the Contract prior to approval of subletting.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

A subcontractor shall not sublet any portion of a subcontract for work with the City without the written consent of the City.

## 2.07 DELAY

## A. Extension of Time

With the written approval of the Superintendent or his/her designee, the Contractor may be granted additional time for completion of the work required under this Contract, if, in the Superintendent's opinion the additional time requested arises from unavoidable delay.

## B. Unavoidable Delay

Unavoidable delays in the prosecution of the work shall include only delays from causes beyond the control of the Contractor and which he/she could not have avoided by the exercise of due care, prudence, foresight and diligence. Delay caused by persons other than the Contractor, Subcontractors or their employees will be considered unavoidable delays insofar as they necessarily interfere with the Contractor's completion of the work, and such delays are not part of this Contract.

Unavoidable delay will not include delays caused by weather conditions, surveys, measurements, inspections and submitting plans to the Engineer of the particular Division involved in administering this Contract.

## 2.08 GUARANTEE

## A. Guarantee for Construction, Labor or Services Contract

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with

the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contract or to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience to the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

## **B.** Guarantee for Supply Contracts

Unless a longer period is specified, the supplier and/or manufacturer of the supplies, materials and/or equipment furnished pursuant to this Contract agrees to correct any defect or failure of the supplies, materials and/or equipment which occurs within one year from the date of: (1) test energization if electrical or mechanical equipment; (2) commencement of use if supplies or materials, provided, however, said guarantee period shall not extend beyond eighteen months after date of receipt by the City. All of the costs (including shipping, dismantling and reinstallation) of repairs and/or corrections of defective or failed equipment, supplies and/or material is the responsibility of the supplier and/or manufacturer.

When the supplier is not the manufacturer of the item of equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee.

#### C. Guarantee Period Extension

The Contract guarantee period shall be suspended from the time a significant defect is first documented by the City until the work or equipment is repaired or replaced by Contractor and accepted by the City. In addition, in the event less than ninety (90) days remain on the guarantee period (after recalculating), the guarantee period shall be extended to allow for at least ninety (90) days from the date the work or equipment is repaired or replaced by the City.

## 2.09 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

## 2.10 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged as bankrupt, or makes a general assignment for the benefit of creditors, or a receiver should be appointed on account of his/her insolvency, or if he/she or any of his/her subcontractors should violate any of the provisions of the Contract, or if the work is not being properly and diligently performed, the City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract, and unless within 10 days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said I 0 days, cease and terminate and all rights of the Contractor hereunder shall be forfeited. In the event the Contract is terminated for cause, Contractor shall not be entitled to any lost profits resulting therefrom.

In the event of any such termination, the City of Tacoma shall immediately send (by regular mail or other method) written notice thereof to the Surety and the Contractor. Upon such termination the Surety shall have the right to take over and perform the Contract, provided however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may without liability for doing so, take possession of and utilize in completing the work, such materials,

equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

## 2.11 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

## 2.12 LEGAL DISPUTES

## A. General

Contractor and Surety agree and stipulate that in the event any litigation should occur concerning or arising out of this Contract, or any bids submitted in response to a Call for Bids under the attached Specification, 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 Contract shall be governed by the laws of the State of Washington.

## **B. Attorney Fees**

For contracts up to \$250,000 which become the subject of litigation or arbitration, the substantially prevailing party may be entitled to reasonable attorney fees, as provided in RCW 39.04.240. Provided, however, the attorney fee hourly rate for the City of Tacoma's assistant city attorneys is agreed to be \$150 per hour or the same as the hourly rate for Contractor's legal counsel, whichever is greater.

#### 2.13 DELIVERY

Prices must be quoted F.O.B. destination, freight prepaid and allowed with risk of loss during transit remaining with Contractor/Supplier (unless otherwise stated in these Specifications) to the designated address set forth in these Specifications.

Deliveries shall be between 9:00 a.m. and 3:30 p.m.; Monday through Friday only (except legal holidays of the City of Tacoma).

Legal holidays of the City of Tacoma are:

New Year's Day Martin Luther King's Birthday	January I 3rd Monday in January		
Washington's Birthday Memorial Day	3rd Monday in February 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.

#### 2.14 Shipping Notices and Invoices

Shipping notices shall furnish complete information of item, or items, contents of item if crated or cased, shipping point, carrier and Bill of Lading number, and City of Tacoma Purchase Order Number.

Unless otherwise directed in these specifications, shipping notices shall be mailed to:

Purchasing Division City of Tacoma P. O. Box 11007 Tacoma Washington 98411-2597

Invoices shall be sent in duplicate. Each invoice shall show City of Tacoma Purchase Order Number and Release Number if applicable and the Item Number, Quantity, Description, Unit Price and Total Price by line. Each line total shall be summed to give a grand total to which sales tax shall be added if applicable.

Invoices shall be mailed to:

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

## 2.15 Approved Equals

**A.** 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 respondent specifies the brand and model, and provides all descriptive literature, independent test results, product samples, local servicing and parts availability to enable the City to evaluate the proposed "equal".

**B.** 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 respondent 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 respondent's expense.

**C.** When a brand name, or level of quality is not stated by the respondent, it is understood the offer is exactly as specified. If more than one brand name is specified, respondents must clearly indicate the brand and model/part number being bid.

#### 2.16 Entire Agreement

This written contract represents the entire Agreement between the parties and supersedes any prior oral statements, discussions or understandings between the parties.

## 2.17 Code of Ethics

The City's Code of Ethics, Chapter 1.46, Tacoma Municipal Code, provides ethical standards for City personnel and also prohibits certain unethical conduct by others including respondents and contractors. Violation of the City's Code of Ethics will be grounds for termination of this contract.

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[Pages 11 through 16 are for contracts that involve construction and/or labor, and are not applicable to contracts solely for material/supply purchases.]

## **GENERAL PROVISIONS**

## SECTION III - CONSTRUCTION AND/OR LABOR CONTRACTS

SECTION III REQUIREMENTS APPLY ONLY TO CONSTRUCTION AND/OR LABOR CONTRACTS.

## 3.01 RESPONDENT'S DUTY TO EXAMINE

The Respondent agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Respondent by reason of any error or neglect on Respondent's part, for such uncertainties as aforesaid.

## 3.02 PERMITS

Except when modified by the Special Provisions, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

# 3.03 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor is required to call "one call" at 1-800-424-5555 for all work involving excavation or digging more than 12 inches beneath ground or road surface.

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(I), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (division responsible for this Contract) for said "changed or differing" conditions unless said City division is solely responsible for the delay or damages that the Contractor may have incurred.

#### 3.04 TRENCH EXCAVATION BID ITEM

In the event that "trench excavation" in excess of four feet requires a safety system pursuant to Washington State law and safety shoring, sloping, sheeting, or bracing is used, a separate bid item should be set forth in the Proposal for this work. If a separate bid item is not set forth in the Proposal pages, said installed safety system shall be paid at \$3.00 per lineal foot of trench, which unit price includes both sides of the trench.

#### 3.05 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until all insurance required herein has been obtained by Subcontractor. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor.

## A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workers' Compensation. For persons engaged in employment who are not within the mandatory coverage of the state Workers' Compensation laws, the Contractor shall provide and shall cause each subcontractor to provide compensation insurance (including self-insurance if it otherwise meets all requirements of state Workers' Compensation laws), satisfactory to the City, at least equivalent to the benefits provided for covered employment under state Workers' Compensation laws.

## B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of this Contract, a policy of comprehensive general liability insurance, with an insurance carrier authorized to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons arising out of or resulting from acts or omissions in the performance of this contract: (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and including loss of use. The policy or policies shall include coverage for claims for damages because of bodily injury or death or property damage arising out of the ownership, maintenance or use of any motor vehicle, including hired or non-owned vehicles.

The City of Tacoma shall be designated in said policy as a primary additional named insured and shall be given 30 days written notice of cancellation, nonrenewal, or material change in the coverage provided. Said insurance shall be on a Comprehensive General Liability form with coverages to include Blanket Contractor, Broad Form Property Damage, Personal Injury, Protective Liability and Employers Liability. Limits shall be at \$1,000,000 per occurrence, \$2,000,000 aggregate and for contracts in excess of \$500,000 the minimum coverage limits include Umbrella Excess Liability of \$5,000,000. Further that the City's insurance is excess to any other collectible insurance.

The Contractor shall furnish evidence of the amount of any deductible or self-insured retention under the policy. This must also be approved by the City Attorney if the amount of the deductible or self-insured retention exceeds \$50,000. The City may require the Contractor to furnish evidence of its ability to pay the amount of any deductible or self-insured retention. If the policy provides for a deductible or self-insured retention, the Contractor shall be solely responsible for paying the amount of the deductible or self-insured retention toward the cost of any claim under the policy.

If the Contractor fails to maintain such insurance, the City of Tacoma, at its discretion, may immediately terminate the contract.

Nothing herein contained shall be in any manner construed as limiting the extent to which the Contractor or Subcontractor may be held liable or responsible for payment of damages resulting from their operations.

## C. Builder's Risk

The Contractor shall be expected to protect and insure from loss for any tools and equipment owned or rented by the Contractor, Subcontractor of the employees of the Contractor and Subcontractor.

Until the work is completed and accepted by the City of Tacoma, the construction is at the risk of the Contractor and no partial payment shall constitute acceptance of the work or relieve the Contractor of responsibility to deliver to the City of Tacoma the completed project as required by this Contract.

## D. Proof of Carriage of Insurance

The Contractor shall furnish and file with the City a certificate of insurance coverage. An up-to-date certificate of insurance must be on file with the City throughout the contract. The City may, at the time the contract is executed or at any other time, require the Contractor to furnish and file with the City a certified true copy of the insurance policy or policies, together with a letter from the insurance carrier verifying that the premium has been paid for the period indicated. The policy or policies shall be approved as to form and content by the City Attorney.

## 3.06 SAFETY

#### A. General

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including its employees and the employees of a Subcontractor, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. It is the Contractor's responsibility to furnish safety equipment or to contractually require Subcontractors to furnish adequate safety equipment to their responsibilities.

The Contractor shall obtain the necessary line clearance from the inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations is a breach of this Contract and, as such, shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall not relieve the Contractor of any provisions of Section 3.14 of this Specification and shall be at the sole cost of the Contractor. The purpose of this authority to stop work is to enforce the contract and not to assume control except to the extent necessary to ensure compliance with the provisions of this contract.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

#### B. Work Hazard Analysis Report

The Contractor will be required to complete a work hazard analysis report. This report shall outline how the Contractor proposes to satisfy all safety laws and regulations involved in performing the work. This report shall be completed and submitted to the City Safety Officer before the pre-construction conference. A copy of the report shall be maintained at the work site (accessible to the supervisor).

## 3.07 PROTECTION OF WORKERS AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

## 3.08 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

#### A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

## B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work, and whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion, incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this Contract.

## 3.09 CONTRACTOR'S COMPLIANCE WITH THE LAW

## A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Special Provisions, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

## **B. Prevailing Wages**

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. 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" as determined by the industrial Statistician of the Department of Labor and industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the City, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each statement of Intent to pay prevailing wages must be approved by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with the disbursement of public funds to require the Contractor and each and every Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the industrial statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and industries whose decision shall be final, conclusive and binding on all parties involved in the dispute.

## 3.10 CHANGES

## A. In Plans or Quantities

The City of Tacoma, without invalidating this Contract, or any part of this Contract, may order extra work or make reasonable changes by altering, adding to or deducting from the materials, work and labor and the Contract sum will be adjusted accordingly. All such work and labor shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. When work or bid items are deducted, reduced or eliminated, it is agreed that no payment will be made to Contractor for anticipated profit.

## B. Extra Work

Any claim or order for extra materials, work and labor made necessary by alterations or additions to the plans or by other reasons for which no price is provided in this Contract, shall not be valid unless the Contractor and Engineer administering the Contract have agreed upon a price prior to commencing extra work, and the agreement has been signed by the Contractor and approved by the Superintendent or his/her designee, and approved by the performance bond surety.

## C. Extra Work - No Agreed Price

If it is impracticable to fix an increase in price definitely in advance, the order may fix a maximum price which shall not under any circumstances, be exceeded, and subject to such limitation, such alteration, modification, or extra shall be paid for at the actual necessary cost as determined by the City of Tacoma, which cost (including an allowance for profit) shall be determined as the sum of the following items (1) to (7) inclusive:

- Labor, computed at regular wage scale, including premium on compensation insurance and charge for social security taxes, and other taxes, pertaining to labor; no charge for premium pay shall be allowed unless authorized by the Engineer administering the Contract;
- (2) The proportionate cost of premiums on comprehensive general liability and other insurance applicable to the extra work involved and required under this Contract;
- (3) Material, including sales taxes pertaining to materials;
- (4) Plant and equipment rental, to be agreed upon in writing before the work is begun; no charge for the cost of repairs to plant or equipment will be allowed;
- (5) Superintendence, general expense and profit computed at 20 percent of the total of paragraphs (1) to (4) inclusive;
- (6) The proportionate cost of premiums on bond required by this Contract, computed by 1 1/2 percent of the total of paragraphs (1) to (5) inclusive.
- (7) The City of Tacoma reserves the right to furnish such materials as it may deem expedient, and no allowance will be made for profit thereon.

Whenever any extra work is in progress, for which the definite price has not been agreed on in advance, the Contractor shall each day, report to the Engineer the amount and cost of the labor and material used, and any other expense incurred in such extra work on the preceding day, and no claim for compensation for such extra work will be allowed unless such report shall have been made.

The above-described methods of determining the payment for work and materials shall not apply to the performance of any work or the furnishing of any material, which, in the judgment of the Engineer administering the Contract, may properly be classified under items for which prices are established in the Contract.

## D. Claims for Extra Work

If the Contractor claims that any instructions by drawings or otherwise, involve extra cost under this Contract, he/she shall give the City of Tacoma written notice thereof within 30 days after receipt of such instruction, and in any event before proceeding to execute the work, except in an emergency endangering life or property, and the procedures governing the same shall be as provided for immediately above in this paragraph. The method in these paragraphs is the only method available to the Contractor for payment of claims for extra work performed under the terms of this Contract.

## 3.11 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work, at the completion of the work the Contractor shall remove all his waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

## 3.12 PROGRESS PAYMENT

Progress payments will be made up to the amount of ninety-five percent (95%) of the actual work completed as shall be determined by the Engineer administering the Contract.

The Contractor may request that an escrow account be established as permitted by law, in which event the Contractor will earn interest on the retained funds.

When the time for construction, services and/or installation will exceed thirty (30) days, the Contractor may request, by invoice, to be paid a progress payment based on percentage of work completed. The Engineer will review and approve the progress payment request on a monthly basis.

## 3.13 FINAL PAYMENT

The final payment of five percent (5%) of the Contract price shall be approved on final acceptance of the work under this Contract by the Superintendent or his/her designee. Also, before final payment is made, the Contractor shall be required to:

A. Provide a certificate from the Washington State Department of Revenue that all taxes due from the Contractor have been paid or are collectible in accordance with the provisions of Chapter 60.28 and Title 82 of the Revised Code of Washington;

B. Provide the General Release to the City of Tacoma on the form set forth in these Contract documents;

C. Provide a release of any outstanding liens that have been otherwise filed against any monies held or retained by the City of Tacoma;

D. File with the City Director of Finance, and with the Director of the Washington State Department of Labor and Industries, on the state form to be provided, an affidavit of wages paid;

E. File with the City Director of Finance, on the state form to be provided, a statement from the State of Washington, Department of Labor and Industries, certifying that the prevailing wage requirements have been satisfied.

F. File with the City Director of Finance, on the state form to be provided, a statement of release from the Public Works Contracts Division of the State of Washington, Department of Labor and Industries, verifying that all industrial insurance and medical aid premiums have been paid.

If there is a fee assessed to the City for any certificate, release or other form required by law, the contractor agrees that the fee amount may be passed on to the Contractor and deducted from the monies paid to the Contractor.

## 3.14 FAILURE TO COMPLETE THE WORK ON TIME

Should the completion of the work required under the Contract be delayed beyond the expiration of the period herein set for the completion of said work, or such extension of said period as may be allowed by reason of unavoidable delays, there shall be deducted from the total Contract price of work, for each calendar day by which such completion shall be delayed beyond said period of such extension thereof the sum of \$300 or a sum of money as set forth hereinafter in these Specifications, as the amount of such deduction per calendar day.

Said sum shall be considered not as a penalty, but as liquidated damages which the City will suffer by reason of the failure of the Contractor to perform and complete the work within the period herein fixed or such extensions of said period as may be allowed by reason of unavoidable delays.

Any money due or to become due the Contractor may be retained by the City to cover said liquidated damages, and should such money not be sufficient to cover such damages, the City shall have the right to recover the balance from the Contractor or his/her Sureties.

The filing of any bid for the work herein contemplated shall constitute acknowledgment by the Respondent that he/she understands, agrees and has ascertained that the City will actually suffer damages to the amount hereinabove fixed for each and every calendar day during which the completion of the work herein required shall be delayed beyond the expiration of the period herein fixed for such completion or such extension of said period as may be allowed by reason of unavoidable delays.

## 3.15 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a waiver or relinquishment of any rights that the City of Tacoma has under this Contract.

## 3.16 LIST OF SUBCONTRACTORS

Bid proposals for construction, alteration or repair of any building or other public works that may exceed \$1,000,000 including tax shall satisfy the following requirement: Respondent shall submit as part of the bid,

the names of the subcontractors, with whom the respondent, if awarded the contract, will subcontract performance of the work of heating, ventilation and air conditioning, plumbing as described in chapter 18.106 RCW, and electrical as described in chapter 19.28 RCW, or to name itself for the work. The respondent shall not list more than one subcontractor for each category of work identified, unless subcontractors vary with bid alternates, in which case the respondent must indicate which subcontractor will be used for which alternate. Failure to comply with this provision or the naming of two or more subcontractors to perform the same work shall require the City (pursuant to state law RCW 39.30.060) to determine that respondent's bid is nonresponsive, therefore, the bid will be rejected.

# **GENERAL PROVISIONS for CONSTRUCTION and/or LABOR PROJECTS**

## 1.01 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the site(s) and to have compared them with the Specifications and Contract Drawings, and to be satisfied as to the facilities and difficulties attending the execution of the proposed Contract (such as uncertainty of weather, floods, nature and condition of materials to be handled and all other conditions, obstacles and contingencies) before the delivery of his/her Proposal. No allowance will be subsequently made by the City on behalf of the Bidder of any error or neglect on Bidder's part, for such uncertainties as aforesaid.

## 1.02 CONTRACTOR'S STATE REGISTRATION NO.

If the provisions of Chapter 18.27 of the Revised Code of Washington apply to the Bidder, then the Bidder's Washington State Contractor's Registration No. must accompany the bid.

#### **Prequalified Electrical Contractor**

Certain types of electrical construction requires special expertise, experience and prequalification of the Contractor (or Subcontractor) by the City. In such cases the Bidder must be prequalified or the Bidder must subcontract with a City prequalified electrical contractor for the specialty work.

## 1.03 ASSIGNMENT AND SUBLETTING OF CONTRACT

The Contract shall not be assigned or sublet except with the written consent of the City superintendent or manager responsible for the contract.

Requests for assignment or subletting of this Contract must be in writing with the written consent of the Surety, if applicable, and the request must show the proposed person or organization to which the Contract is assigned is capable, experienced and equipped to perform such work.

The written consent approving the subletting of the Contract shall not be construed to relieve the Contractor of his/her responsibility for the fulfillment of the Contract. The Subcontractor shall be considered to be the agent of the Contractor and the Contractor agrees to be responsible for all the materials, work and indebtedness incurred by the agent.

The Subcontractor shall not submit any portion of a subcontract for work with the City without the written consent of the City.

## 1.04 PERMITS

Except when modified by the Specifications, the Contractor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by the City of Tacoma. The City will obtain county or state road crossing permits if required. In the event a necessary permit is not obtained, the Contractor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extensions.

# 1.05 NOTIFICATION OF OTHER GOVERNMENTAL AGENCIES AND UTILITIES WHEN UNDERGROUND WORK IS INVOLVED

The Contractor shall notify all other affected governmental agencies and utilities whenever underground work is done under the terms of this Contract. The Contractor is required to obtain permission of the appropriate public and private utilities and governmental agencies before performing underground work pursuant to the terms of this Contract. The Contractor shall be required to contact "one call" 1-800-424-555 for all projects requiring excavation greater than 12 inches.

## 1.06 SURETY BOND/RETAINAGE

For construction/labor type contracts, the Successful Bidder must provide a performance guarantee through one of the following options.

#### A. Retainage

As provided for in RCW 39.08.010, on contracts of \$35,000 or less, in lieu of providing a surety bond, the successful Bidder may agree to have the City retain 50 percent of the contract amount for a period of 30 days after the date of final acceptance, or until receipt of all necessary releases from the Department of Revenue and the Department of Labor and Industries and settlement of any liens filed under chapter 60.28 RCW, whichever is later. If the successful Bidder does not provide a bond, payment will be subject to the retainage provisions as stated above.

## B. Surety Bond

The Successful Bidder shall provide bond, including power of attorney, for 100 percent of the amount of his/her bid (excluding sales taxes), to ensure complete performance of the Contract including the guarantee. The bond must be executed by a surety company licensed to do business in the State of Washington. If a bond is requested for a supply type contract, a cashiers' check or cash may be substituted for the bond; however, this cash or cashiers' check must remain with the City through the guarantee period and any interest on said amount shall accrue to the City.

#### 1.07 CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this Contract until all required insurance has been obtained and such insurance has been approved by the City of Tacoma, nor shall the Contractor allow any Subcontractor to commence work on his/her subcontract until all similar insurance required of the Subcontractor has been so obtained. It is the Contractor's responsibility to ascertain that all Subcontractors have the insurance as required by this Contract at all times such Subcontractors are performing the work.

#### A. Compensation Insurance

The Contractor shall, at all times during the existence of this Contract, fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workmen's Compensation together with any and all amendments and supplements thereto and any and all regulations promulgated thereunder.

In the event any of the work herein is sublet, the Contractor shall require such Subcontractor to fully comply with all of the terms and conditions of the laws of the State of Washington pertaining to Workmen's Compensation. In the event of any class or classes of employees engaged in work not covered under the laws of the State of Washington pertaining to Workmen's Compensation, the Contractor shall provide and cause each Subcontractor to provide compensation insurance satisfactory to the City of Tacoma and to the State of Washington in an amount equivalent to that provided by the laws of the State of Washington pertaining to Workmen's Compensation.

## B. Public Liability and Property Damage Insurance

The Contractor shall procure and maintain during the life of his/her Contractor, a policy of public liability insurance and property damage insurance, with an insurance carrier licensed to do business in the State of Washington. The policy shall be approved as to form and content by the City Attorney and shall protect the City of Tacoma from liability imposed by law for damages suffered by any persons (1) for bodily injury or death resulting therefrom caused by accidents or occurrences resulting from any act or omission by the Contractor in the performance of the Contract, and (2) for injury to, or destruction of, any property, including property of the City of Tacoma, and resulting from any act or omission by the Contractor in the performance of the Contract.

The City of Tacoma shall be designated in said policy as a named additional insured and shall be given 30 days of notice of cancellation. Said insurance shall indicate that it is "primary" (over and above any insurance the City may have), shall include contractual coverage and shall be in the amounts of not less than \$500,000 combined single limit for personal injury including death and property damages per occurrence and/or incident. For Contractors in excess of \$100,000 (excluding sales tax) the minimum coverage shall be \$1,000,000 combined single limit per occurrence.

If the Contractor fails to maintain such insurance, the City of Tacoma, at is discretion, may procure and maintain such insurance to cover any damages of the above-mentioned classes for which the City of Tacoma may be held liable on account of the Contractor's failure to pay such damages. The City of Tacoma shall then deduct and retain the amount of the premiums from any sums due to the Contractor under this Contract.

Nothing herein contained shall be in any manner construed as limiting the extent to which the Contractor or Subcontractor may be held liable or responsible for payment of damages resulting from their operations.

#### C. Builder's Risk

The Contractor shall be expected to protect and ensure from loss any tools and equipment owned or rented by the Contractor, Subcontractor of the employees of the Contractor and Subcontractor.

Until the work is completed and accepted by the City of Tacoma, the construction is at the risk of the Contractor and no partial payment shall constitute acceptance of the work or relieve the Contractor of responsibility to delivery to the City of Tacoma the completed project as required by this Contract.

## D. Proof of Carriage of Insurance

Before any work is initiated, the Contractor will be required to furnish and file with the City a certificate of insurance coverage. The insurance coverages required herein shall be maintained and effective at all times any work including guarantee work is being performed by the Contractor or a Subcontractor. An up-to-date certificate of insurance must be on file with the City throughout the Contract period.

#### 1.08 SAFETY

The Contractor shall, at all times, exercise adequate precautions for the safety of all persons, including employees, in the performance of this Contract and shall comply with all applicable provisions of federal, state, county and municipal safety laws and regulations. Protective hats shall be worn at all times when an employee is at the job site, except where doing so would interfere with proper performance of the job.

The Contractor shall obtain the necessary line clearance from the Inspector before performing any work in, above, below or across energized Light Division circuits.

The Inspector and/or Engineer may advise the Contractor and the Safety Officer of any safety violations. It is the Contractor's responsibility to make the necessary corrections. Failure to correct safety violations shall be grounds for an order from the Safety Officer, Inspector or Engineer to cease further work and remove from the job site until the condition is corrected. Time and wages lost due to such safety shutdowns shall be at the sole cost of the Contractor and shall not relieve the Contractor of the obligation to complete the work on time.

Any of the above actions by employees of the City of Tacoma shall in no way relieve the Contractor of his/her responsibility to provide for the safety of all persons, including his/her employees.

## 1.09 PROTECTION OF WORKMEN AND PROPERTY

The Contractor shall erect and maintain good and sufficient guards, barricades and signals at all unsafe places at or near the work and shall, in all cases, maintain safe passageways at all road crossings, and crosswalks, and shall do all other things necessary to prevent accident or loss of any kind.

The Contractor shall protect from damage all utilities, improvements, and all other property that is likely to become displaced or damaged by the execution of the work under this Contract.

The Contractor is responsible for all roads and property damaged by his/her operations as shall be determined by the Engineer administering this Contract. The Contractor shall be responsible for repairing all damage to roads caused by his/her operations to the satisfaction of the particular governmental body having jurisdiction over the road.

## 1.10 CONTRACTOR - SUPERVISION AND CHARACTER OF EMPLOYEES

#### A. Superintendent to Supervise Contractor's Employees

The Contractor shall keep on his/her work, during its progress, a competent superintendent and any necessary assistants, all of whom must be satisfactory to the City of Tacoma. The Contractor's superintendent shall not be changed except with the consent of the City of Tacoma, unless the Contractor's superintendent proves to be unsatisfactory to the Contractor and ceases to be in his/her employ. The Contractor's superintendent shall represent the Contractor in his/her absence and all directions given to him/her shall be binding as if given to the Contractor directly. The Contractor shall give efficient supervision to the work, using his/her best skill and attention.

#### B. Character of Contractor's Employees

The Contractor shall employ only competent, skillful, faithful and orderly persons to do the work and, whenever the Engineer administering the Contract shall notify the Contractor in writing that any person on the work is, in his or her opinion. incompetent, unfaithful, disorderly or otherwise unsatisfactory, the Contractor shall forthwith discharge such persons from the work and shall not again employ him or her on this contract.

## 1.11 CONTRACTOR'S COMPLIANCE WITH THE LAW

#### A. Hours of Labor

The Contractor and Subcontractors shall be bound by the provisions of RCW Chapter 49.28 (as amended) relating to hours of labor. Except as set forth in the Specifications, eight (8) hours in any calendar day shall constitute a day's work on a job performed under this Contract.

In the event that the work is not performed in accordance with this provision and in accordance with the laws of the State of Washington, then this Contract may be terminated by the City of Tacoma for the reason that the same is not performed in accordance with the public policy of the State of Washington as defined in said statutes.

#### B. Prevailing Wages

The Contractor and any Subcontractors shall be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits. No workman, laborer, or mechanic employed in the performance of any part of this Contract shall be paid less than the "prevailing wage" as determined by the Industrial Statistician of the Department of Labor and Industries. The schedule of the prevailing wage rates for the locality or localities where this Contract will be performed is by reference made a part of this Contract as though fully set forth herein. Current prevailing wage data will be furnished by the Industrial Statistician upon request. The Contractor shall immediately upon award of the Contract, contact the Department of Labor and Industries, ESAC Division, General Administration Building, Olympia, Washington 98504, to obtain full information, forms and procedures relating to these matters.

Before payment is made by or on behalf of the city, of any sum or sums due on account of a Public Works contract, it shall be the duty of the officer or person charged with the custody and disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer a "Statement of Intent to Pay Prevailing Wages." Each Statement of Intent to Pay Prevailing Wages must be approved by the Industrial Statistician of the Department of Labor and Industries before it is submitted to said officer. Unless otherwise authorized by the Department of Labor and Industries each voucher claim submitted by a Contractor for payment on a project estimate shall state that the prevailing wages have been paid in accordance with the prefiled statement or statements of intent to pay prevailing wages on file with the public agency. Following the final acceptance of a Public Works project, it shall be the duty of the officer charged with disbursement of public funds to require the Contractor and each and every Subcontractor from the Contractor or a Subcontractor to submit to such officer an "Affidavit of Wages Paid" before the funds retained according to the provisions of RCW 60.28.010 are released to the Contractor. Each affidavit of wages paid must be certified by the Industrial Statistician of the Department of Labor and Industries before it is submitted to said officer.

In the event any dispute arises as to what are the prevailing rates of wages for work of a similar nature and such dispute cannot be adjusted by the parties in interest, including labor and management representatives, the matter shall be referred for arbitration to the Director of the State of Washington, Department of Labor and Industries, whose decision shall be final, conclusive and binding on all parties involved in the dispute.

## 1.12 CLEANING UP

The Contractor shall at all times, at his/her own expense, keep the premises free from accumulation of waste materials or debris caused by any workers or the work. At the completion of the work the Contractor shall remove all waste materials from and about the site and all his/her equipment, sanitary facilities and surplus materials. In the case of dispute, the City of Tacoma may remove the debris and charge the cost to the Contractor as the City of Tacoma shall determine to be just. All material that is deposited or placed elsewhere than in places designated or approved by the Engineer administering the Contract will not be paid for and the Contractor may be required to remove such material and deposit or place it where directed.

## 1.13 INSPECTION

#### A. Of the Work

All materials furnished and work done shall be subject to inspection.

The Inspector administering the Contract shall at all times have access to the work wherever it is in progress or being performed, and the Contractor shall provide proper facilities for such access and inspection. Such inspection shall not relieve the Contractor of the responsibility of performing the work correctly, utilizing the best labor and materials in strict accordance with the Specifications of this Contract. All material or work approved and later found to be defective shall be replaced without cost to the City of Tacoma.

#### B. Inspector's Authority

The Inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Contractor may appeal to the Superintendent of the Division administering the Contract, whose decision shall be final.

The Contract shall be carried out under the general control of the representative of the particular Division administering the Contract, who may exercise such control over the conduct of the work as may be necessary, in his or her opinion, to safeguard the interest of the City of Tacoma. The Contractor shall comply with any and all orders and instructions given by the representative of the particular Division administering the Contract in accordance with the terms of the Contract.

Nothing herein contained, however, shall be taken to relieve the Contractor of his/her obligations or responsibilities under the Contract.

#### 1.14 INDEMNIFICATION

#### A. Indemnification

Contractor acknowledges that pursuant to the terms of this agreement, Contractor is totally responsible for the safety of all persons and property in the performance of this Contract. To the greatest extent allowed by law, Contractor assumes the risk of all damages, loss, cost, penalties and expense and agrees to indemnify, defend and hold harmless the City of Tacoma, from and against any and all liability which may accrue to or be sustained by the City of Tacoma on account of any claim, suit or legal action made or brought against the City of Tacoma for the death of or injury to persons (including Contractor's or Subcontractor's employees) or damage to property involving Contractor, of Subcontractor(s) and their employees or agents, arising out of and in connection with or incident to the performance of the Contract except for injuries or damages caused by the sole negligence of the City. In this regard, Contractor acknowledges that this indemnification provision has been mutually negotiated within the context of competitive bidding laws. This indemnification extends to the officials, officers and employees of the City and also includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. Provided, however, this provision is intended to be applicable to the parties to this agreement and it shall not be interpreted to allow a Contractor's employee to have a claim or cause of action against Contractor.

#### B. Limitation of Liability for Primarily Supply-Type Contracts

All Contracts where the total cost of the supply of materials and/or equipment constitute at least 70 percent of the total Contract price (as determined by the City), then the City agrees that it will not hold the Contractor, supplier or manufacturer liable for consequential damages for that part of the Contract related to the manufacture and/or design of the equipment, materials or supplies.

## 1.15 GUARANTEE

#### **Guarantee for Construction, Labor or Services Contract**

Neither the final certificate of payment or any provision in the Contract Documents, nor partial or entire occupancy of the premises by the City, shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting

therefrom, which shall appear within a period of one year from the date of final acceptance of the work unless a longer period is specified. The City will give notice of observed defects with reasonable promptness.

If it has been discovered, before payment is required, under the terms of the Contract, that there is a failure to comply with any of the terms and provisions of this Contract, the City has the right and may withhold payment.

In case of a failure of any part of the work, materials, labor and equipment furnished by the Contractor to fully meet all of the requirements of the Contract, the Contractor shall make such changes as may be necessary to fully meet all of the specifications and requirements of this Contract. Such changes shall be made at the Contractor's sole cost and expense without delay and with the least practicable inconvenience o the City of Tacoma. Rejected material and equipment shall be removed from the City's property by and at the expense of the Contractor.

#### 1.16 DEDUCTIONS FOR UNCORRECTED WORK

If the City of Tacoma deems it expedient to correct work not done in accordance with the terms of this Contract, an equitable deduction from the Contract price shall be made.

## 1.17 CITY OF TACOMA'S RIGHT TO TERMINATE CONTRACT

The City of Tacoma may serve written notice upon the Contractor and Surety, executing the Performance Bond, of its intention to terminate the Contract; such notice will contain the reasons for termination of the Contract and, unless within ten (10) days after the serving of such notice, such violation shall cease and an arrangement satisfactory to the City of Tacoma for correction thereof shall be made, the Contract shall, upon the expiration of said ten (10) days, cease and terminate and all rights of the Contractor hereunder shall be forfeited.

If a Performance Bond was provided, upon such termination, the Surety shall have the right to take over and perform the Contract, provided, however, the Surety must provide written notice to the City of its intent to complete the work within 15 calendar days of its receipt of the original written notice (from the City) of the intent to terminate. Upon termination and if the Surety does not perform the work, the City of Tacoma may take over the work and prosecute the same to completion by any method it may deem advisable, for the account of and at the expense of the Contractor, and the Contractor and the Surety shall be liable to the City of Tacoma for all cost occasioned to the City of Tacoma thereby. The City of Tacoma may, without liability for doing so, take possession of an utilize in completing the work, such materials, equipment, plant and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

## 1.18 LIENS

In the event that there are any liens on file against the City of Tacoma, the City of Tacoma shall be entitled to withhold final or progress payments to the extent deemed necessary by the City of Tacoma to properly protect the outstanding lien claimants until proper releases have been filed with the City Clerk.

#### 1.19 CITY RESERVES RIGHT TO USE FACILITIES PRIOR TO ACCEPTANCE

The City of Tacoma hereby reserves the right to use the facilities herein contracted prior to final acceptance under this Contract. The use of said facilities, as mentioned herein, shall not be construed as a wavier or relinquishment of any rights that the City of Tacoma has under this Contract.

#### 1.20 UNDERGROUND EXCAVATION

The City may have indicated on the plans and specifications the existence of certain underground facilities that are known to the City division responsible for this Contract. It is the Contractor's responsibility to fully comply with the Underground Utility Locate Law, Chapter 19.122 RCW. If the site conditions are "changed or differing" as defined by RCW 19.122.040(1), the Contractor may pursue the party responsible for not properly marking or identifying the underground facility. The Contractor agrees not to file any claim or legal action against the City (division responsible for the delay or damages that the Contractor may have incurred.

# **SPECIFICATION CONTENTS**

- 1. Request for Quotation pages
- 2. General Terms and Conditions
- 3. General Provisions
- 4. Specification Contents
- 5. Bidder's Check List
- 6. Overview/Scope of Work
- 7. Facilities Information
- 8. Appendix A documents
- 9. Appendix B documents
- 10. HUB Goal and Regulations
- 11. Statement of Intent to Pay Prevailing Wage
- 12. Affidavit of Wages Paid-Sample and Instructions
- 13. Washington State Prevailing Wage Rates / King County
- 14. Benefit Code Key

McMillin-Green River Facilities Janitorial Services



One submittal must be received by the City of Tacoma Purchasing Division by the date and time specified. The City is now accepting e-mailed bid submittals sent to sendbid@cityoftacoma.org . Please include the Collective Bid Number TW15-0648N the subject line of your e-mailed bid.

The following items make up your bid submittal package:

- 1 Request for Quotation Page and Bid Pricing Page(s)
- 2 Sustainability Form
- 3 Default Form (See Section 1, Subsection C)
- 4 References
- 5 Complete list of Cleaning Equipment and Cleaning Products
- 6 State Responsibility Form

Failure to submit all requested information may result in your submittal being declared non-responsive and rejected.

# SECTION 1 - OVERVIEW:

# A. INTRODUCTION

Tacoma Water is seeking bids to award a contract for janitorial services at the McMillin Reservoir Operations Center, 13004 Reservoir Rd E., Puyallup, WA 98374 and Green River Operations Center, 36932 SE Green River Headworks Rd, Ravensdale, WA 98390. The successful Contractor shall be obligated to fulfill the objective in a timely and professional manner in keeping with the established standards of the industry. The specifications contained in this document have been developed to establish the minimum level of janitorial (housekeeping) services required in order to maintain the facilities in such a manner as to provide a clean, healthy and safe work environment for Tacoma Water occupants.

## B. INTENT

This specification is to replace expiring contracts. A contract will be established with a Contractor to provide janitorial maintenance at the McMillin Reservoir Operations Center and Green River Operations Center.

The Contractor shall not assign performance of any contract work by subcontract.

The intent of this contract is to provide for complete janitorial services as defined herein. The unit contract items are meant to include all work consistent with standard industry practice. Therefore, any items of work which are required but are not specifically called out in these specifications shall be considered as incidental to the contract.

The City reserves the right to not award a contract if it is in the best interest of the City.

# C. MINIMUM QUALIFICATIONS

To be considered responsive, the Bidder shall be qualified by having the experience, financing, and equipment to perform the work called for in the specifications. The City shall have the right to take such action as it deems necessary in determining the Bidder's ability to perform the work satisfactorily. The Bidder shall have been in business under their present name for a minimum of two (2) years and shall be able to provide evidence of satisfactory experience in providing full janitorial services for a building of at least 7,500 square feet. The Bidder shall not have had a contract terminated due to default. Termination for default is defined as notice to stop performance which was delivered to the Contractor due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Contractor, or (b) litigated and determined that the Contractor was in default. If the Bidder has had a contract terminated due to default it must be noted on the attached form titled *"Default Form"*.

# D. CONTRACT ADDITIONS

The initial award will be for Tacoma Water, however, other City departments may be added, if needed. Vendor profit margins are not to increase as a result of contract additions.

Also, other public entities with whom the City has an interlocal agreement may enter into contracts or purchases orders from this specification during a contract term.

# E. CONTRACT PERIOD

- 1. The initial contract term is to be in effect from contract award date until December 21, 2016.
- 2. At the option of the City of Tacoma, the contract may be renewed for up to two additional 1-year periods, subject to the pricing section which follows.
- 3. The City reserves the right to cancel the contract for any reason, with 30 days written notice.

# F. PRICING

# PREVAILING WAGE

Any contract resulting from this specification is subject to the minimum wage requirements. The hourly minimum rates for wages and fringe benefits are listed in the specifications. The contractor, any subcontractor, and all individuals or firms required by RCW 39.12 or WAC 296-127, to pay minimum prevailing wages shall not pay any worker less than the minimum hourly wage rates and fringe benefits required by RCW 39.12. Higher wages and benefits may be paid.

By including the hourly minimum rates for wages and fringe benefits in these specifications, the City does not imply that the contractor will find labor available at those rates. The Contractor shall be responsible for any amounts above the minimums that will actually have to be paid. The Contractor shall bear the cost of paying wages above those shown in the specifications.

The contractor shall be responsible for compliance with the requirements of RCW 39.12 by all firms (subcontractors and lower tier subcontractors) engaged in any part of the work necessary to complete this Contract.

It is the Contractor's responsibility to ensure they are utilizing current Pierce County Wage Rates. In the event the City has an error in the listing of the hourly minimum rates for wages and fringe benefits in the specifications, the Contractor, any subcontractor, any lower tier subcontractor, or any other firm that is required to pay prevailing wages shall be required to pay the current rates as determined to be correct by the State Department of Labor and Industries.

Public building service maintenance contracts of more than one year duration must be updated to the applicable prevailing wages each year after the first year of the contract.

In a location acceptable to the State Department of Labor and Industries, the contractor shall ensure the following is posted at each site location:

- 1. One copy of the approved "Statement of Intent to Pay Prevailing Wages" for the contractor, each subcontractor, each lower tier subcontractor, and any other firm that falls under the provisions of RCW 39.12;
- 2. One copy of the prevailing wage rates; and
- 3. The address and telephone number of the Industrial Statistician for the State Department of Labor and Industries.

On forms provided by the Industrial Statistician of the State Department of Labor and Industries, the Contractor shall submit to the City the following for itself and for each firm covered under RCW 39.12 that provides work and materials for completion of the contracts:

1. A copy of an approved "Statement of Intent to Pay Prevailing Wages."

# 2. A copy of an approved "Affidavit of Prevailing Wages Paid."

# PRICE

The Contractor's price quotation shall include all the costs of performing the services including, but not limited to, labor costs, material costs, taxes, permits, insurance, overhead and profit. The material prices shall be firm for the initial 1 year period of the contract and be subject to adjustment as described in the next section. Labor prices will be adjusted in compliance with the State Department of Labor and Industries for Prevailing Wage. The City shall not recognize or entertain any additional claims over and above the quotation on the Request for Quotation page.

# **ESCALATION**

The janitorial services contract shall be for a period of one (1) year with the option of renewing for two (2) additional one-year periods upon mutual agreement of the parties. Any such extension shall be made on the following basis:

- 1. Bid prices must remain firm for the first year of the contract.
- 2. The City will only consider price increase/decrease adjustments for any extended contract period under the following conditions.
  - a) That no price be adjusted during each of the 12-month contract periods.
  - b) The maximum amount of increase allowed will be no greater than

the previous 12-month Consumer Price Index, All Urban

Consumers (CPI-US), U.S. City Average Index, All Items 1982-84=100.

- 3. Vendor will be required to submit written proposed price increase/decrease 30 days prior to the end of contract period.
- 4. Any proposed increase/decrease in price to contract items must be supported by written documentation from the manufacturer indicating a new higher/lower cost adjustment.
- 5. Prices will be adjusted only to the amount of cost increase/decrease passed on by the manufacturer to the vendor.
- 6. No adjustment will be made for vendor profit margin.
- 7. City reserves the right to accept or reject all such increases/decreases.
- 8. Vendor must notify and offer the City any promotional pricing during contract period, which is lower than our standard pricing as provided in bid.

The City of Tacoma will not be liable for any costs incurred by the Bidder in preparation of a bid proposal.

# PAYMENTS TO CONTRACTOR

Payments for janitorial services satisfactorily performed under the contract shall be made monthly upon the completion of each calendar month's services and become due and payable upon presentation of the Contractor's monthly billing. Payment discount periods of twenty (20) calendar days or more will be considered in determining lowest responsible bid.

The Contractor shall submit separate invoices for each location. For McMillin, the point of contact is Rich Mizner, for Green River, the point of contact is Bryan King.

# G. BID EVALUATION

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

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

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

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

# H. DEFAULT

The City reserves the right to terminate this contract immediately upon breach of any term or provision of this Specification by the Contractor. Three (3) written notices to the Contractor for failure to perform or to meet with Contract Administrator when scheduled may be grounds for termination. Termination by the City shall not be deemed a waiver of any other right or remedy of the City. If after exercising any such remedy, the cost to the City of the performance of the balance of the work is in excess of that part of the Contract sum which has not been paid to Contractor, Contractor shall be liable for and shall reimburse the City for such excess.

# I. CONTRACT CANCELLATION

The City reserves the right to terminate this contract with 30 days written notice when termination is not due to default as defined above.

# J. LABOR CLAIMS

The Contractor shall bear all costs and expenses that may result from labor related claims and disputes.

# A. HOW TO BID

The City is now accepting e-mailed bid submittals sent to sendbid@cityoftacoma.org. Please include the Collective Bid Number TW15-0648N in the subject line of your e-mailed bid. The time of e-mail receipt will be considered as the time of submittal. Request For Quotation page must be signed. Bidders shall thoroughly familiarize themselves with the requirements of this contract, specification and the attached exhibits.

# B. CONTRACT ADMINISTRATOR

Work performed under the resulting agreement shall be under the direction of the City's Contract Administrator. City staff shall be assigned to project(s) as required. Please direct purchasing questions and inquiries to Debbie Seibert, Purchasing Assistant 253.502.8587.

## C. PRE-BID MEETINGS

A pre-bid meeting shall be conducted on Tuesday, January 5, 2016, at 10:00 AM, at McMillin Reservoir Operations Building, 13004 Reservoir Road East, Puyallup, WA 98372. Point of contact is Bryan King, 253-502-8808. A pre-bid meeting shall be conducted on Wednesday, January 6, 2016, at 11:00 AM, at the Green River Operations Center, 36932 SE Green River Headworks Rd, Ravensdale, WA 98390. Point of contact for McMillin Reservoir is Rich Mizner, 253-502-8750.

Bidders are **highly encouraged** to attend. The purpose of the meeting is to answer questions potential Bidders may have regarding the solicitation document and to discuss and clarify any issues. This is an opportunity for Bidders to raise concerns regarding specifications, terms, conditions, and any requirements of this solicitation. Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-bid meeting.

# D. FACILITY WALK-THROUGHS

At the end of each pre-bid meeting a walkthrough of facilities will be conducted.

# E. REFERENCES

Bidders shall furnish references with their bid submittal. If the City requests to inspect the facility of a current reference as part of the proposal evaluation process, the Contractor shall attempt to coordinate such inspection.

# F. ADDENDA

A change to this bid will be made by formal written addendum and shall become part of this bid and included as part of the Contract.

Notwithstanding efforts by the City to provide such notice to known vendors, it remains the obligation and responsibility of the Bidder to learn of any addenda, responses, or notices issued by the City. Such efforts by the City to provide notice or to make it available on the website do not relieve the Bidder from the sole obligation for learning of such material

Bidders must acknowledge addendums to this bid by submitting the Request For Quotation page with the latest addendum information labeled at the top. Failure to acknowledge addenda may result in your bid being deemed non-responsive by the City.

# G. BACKGROUND CHECK

Access Control and Background investigations are required for all personnel entering onto real properties of the City of Tacoma, Tacoma Water Division. The awarded contractor is required to have a background investigation completed for all employees selected to work on-site at the City of Tacoma, Tacoma Water Division. Background investigations are to be completed and pass / fail information provided to the City. The background investigation is to be completed within 10 days of notification by the Contract Administrator. Only individuals that pass a background check will be eligible to work on these facilities.

# SECTION III - SCOPE OF WORK

# A. **DEFINITIONS**

<u>Contract Administrator</u>: City employee responsible for the administration of the contract per the terms of the specification.

<u>Contractor/Proposer</u>: Janitorial service firm and its Owners or Managers, responsible for the performance of all Contractor employees to meet the terms of the contract and specifications.

<u>Contractor's Employees</u>: 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.

<u>On-site Supervisor</u>: Contractor's employee with authority and responsibility for one or more City facilities. Wears a Contractor provided pager or cell phone and responds in a timely manner to pages or phone calls from Contractor's employees or City personnel. Functions as the primary point of contact, ensures supervision and coordination, handles emergencies, and takes corrective action as necessary to meet contractual requirements. Has responsible charge for the performance of the contract. Leads the cleaning team, inspects the performance of Janitors, schedules and trains staff, responds to Contract Administrator's special cleaning requests, and communicates via the Log Book and in person.

The On-site Supervisor may be a working foreperson who has sufficient time to provide proper supervision and guidance to staff.

<u>Janitor</u>: Contractor's employee, performs all routine and heavy duty cleaning tasks per the terms of the contract and specifications. May be a working On-site Supervisor who has sufficient time to provide proper supervision and guidance to staff.

<u>Location Contact</u>: City employee responsible for the specifics of each cleaning location who would be the On-Site Supervisor's primary contact. Contact information will be provided upon award of the contract.

## B. TASK DEFINITIONS

The following definitions outline minimum acceptable standards for the activity to be performed.

1. Vacuum Carpet and Spot Cleaning

Thoroughly vacuum all carpeted areas including entrance mats. Move and vacuum under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. After vacuuming, leave all rugs clean, free from dust balls, dirt and other debris. Prior to vacuuming, broom all edges not reached by vacuum. Straight suction vacuuming is not acceptable. *The agency requires that a motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meet these standards be used exclusively in all carpeted areas.* Empty dust and dirt from vacuum cleaner into a plastic trash bag, tie off and remove to a Dumpster. As part of the vacuuming process, carpet spot cleaning is required on an ongoing basis.

2. Dust Mop

Thoroughly dust mop all non-carpeted areas. Move and dust mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items moved. Dust mops must be treated with a product consistent with section D. Other Requirements subsection D. Equipment and Supplies below. Place dust and dirt into plastic trash bag, tie off and remove to Dumpster.

3. Wet Mop

Thoroughly wet mop all non-carpeted areas. Thoroughly sweep to remove visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Move and wet mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after floor has dried completely. Use a clean cotton mop head that is in good condition. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper products at proper dilution must be used at all times. Upon completion of the mopping, the floor must be clean and free of dirt, water streaks, mop marks, strings; properly rinsed and dry mopped to present an overall appearance of cleanliness. All surfaces must be dry and corners and cracks clean after the wet mopping or scrubbing. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

4. Damp Wiping

This task consists of using a clean damp cloth or sponge to remove all dirt spots, streaks, from walls, glass and other specified surfaces and then drying to provide a polished appearance.

- a. The wetting solution must contain an appropriate cleaning agent- product. See section D. Other Requirements subsection D. Equipment and Supplies below.
- b. When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer. See section D. Other Requirements subsection D. Equipment and Supplies below.
- 5. Stripping and Sealing
  - a. Completely remove all dirt, wax and other foreign substances in returning the floor to its original surface.
  - Apply a thin coat of sealer with caution to prevent streaking or bleaching of floor surface. This application in preparation for waxing must be according to manufacturer's recommendations. The stripper, sealer and wax products used must be compatible for this activity, and wax must be a minimum of 25% solids. See section D. Other Requirements subsection D. Equipment and Supplies below.
- 6. Waxing and Buffing

Apply wax in a thin, even coat and machine buff with a high speed buffer immediately after drying. The number of coats applied will depend on the type and condition of the floor. All waxed surfaces must be maintained so as to provide safe ANTI-SLIP walking conditions. Chairs, wastebaskets and other similar items must not be stacked on desks, tables or window sills, nor used in place of stepladder. All furniture readily movable by

one person and intended to be moved frequently must be moved during all floor cleaning operations and replaced in original positions upon completion. Baseboards, walls, furniture and equipment must in no way be splashed, disfigured or damaged during these operations, but rather left in a clean condition.

7. Empty Waste Receptacles

Empty all containers that are provided for the disposal of waste i.e., waste baskets, torpedo type containers, sanitary napkin disposal bins, boxes, etc. into plastic bags, tie off and remove to dumpster. Dispose of items in waste containers only unless clearly marked for disposal. When in doubt do not remove. Bag liners shall be replaced weekly. Waste containers in restrooms, break rooms, lunchrooms and conference rooms must be inspected and changed as needed.

- 8. Restroom Cleaning
  - a. Fill Dispensers

Dispensers of all types must be checked and filled when necessary (soap, toilet tissue, paper towels, sanitary napkin, etc.).

b. Dusting

Completely dust all fixtures, ledges, edges, shelves, exposed pipes, partitions, door frames, tops of file cabinets, etc. Pay particular attention to the tops of these items. An approved dust cloth or dusting tool, treated with water based dust control product, must be used. Areas not cleared by office occupants are <u>not</u> to be dusted.

c. Disinfect

Clean and disinfect waste receptacles and dispensers inside and outside. Use proper products for surface to be cleaned at proper dilution. After item has been cleaned completely, wipe item with approved disinfectant solution and allow to air dry.

d. Clean and Disinfect Sinks

Thoroughly clean all sinks, including bottom, faucets, and spigots, with approved cleanser. Rinse thoroughly as all cleanser residues must be removed. Then wipe each item with approved disinfectant solution and allow to air dry.

e. Clean Glass and Mirrors

Thoroughly clean all glass and mirrors using an approved glass cleaner. Use a soft, clean cloth. Dry completely. Surface should be streak, smear, and smudge free. Make sure attached frames, edges, and shelve are also cleaned and dried as well as the glass surface. Squeegee may be used as needed.

f. Clean and Disinfect Toilets and Urinals

Thoroughly clean toilets, toilet seats, and urinals with approved acid free bowl cleaner, rinse thoroughly. Wipe each toilet, toilet seat and urinal completely with

g. Clean and Disinfect Walls, Doors, Partitions and Handrails

Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry.

h. Damp Mop - Disinfectant

Thoroughly damp mop all non-carpeted areas. Move and damp mop under all easily movable objects (chairs, waste receptacles, tables on wheels, typing stands, boxes, etc.). Be sure to replace all items after. Use clean water at all times (change water often). Mop head must be only damp. No excess water can be left behind. Approved proper chemicals at proper dilution must be used at all times. Finished floor must be clean and streak free. Thoroughly damp mop floor with approved disinfectant solution. Allow to air dry.

All disinfectant solutions must be changed after each restroom cleaning. The disinfectant solution used for the damp mopping process is to be emptied down the floor drain in each restroom. This practice will help reduce unpleasant odors coming from the floor drains.

i. Clean and disinfect Showers, shower walls and stalls

Thoroughly clean all showers, including bottom, faucets, and spigots, with approved cleanser. Thoroughly clean all walls, floors, (including plug covers), doors (including entrance doors inside and outside), partitions and handrails with proper approved chemicals and proper approved dilution. Rinse thoroughly as needed, then wipe all areas with approved disinfectant solution and allow to air dry.

9. Remove Carpet Runners (as applicable)

Carpet runners must be removed from floor to allow for proper cleaning, as needed. Be sure to remove excess water from runner with approved wet pick up vacuum before carpet runners are removed. Carpet runners must be extracted as specified during ice melt/salt usage, to maintain a clean appearance.

10. Replace Carpet Runners (as applicable)

After floor has been properly cleaned and is completely dry, replace carpet runners in their original locations.

11. Clean and Disinfect Drinking Fountains

Thoroughly clean entire exterior surface with approved cleanser. The grain of the stainless steel must be followed at all times. Rinse thoroughly as all cleanser must be removed. Wipe entire surface with approved disinfectant solution.

a. Wipe Dry

Use a clean, soft cloth and wipe item dry. The grain of the stainless steel must be followed.

12. Stainless Steel (Brass) Cleaning (Elevators, Doors, Trim, Etc.)

Thoroughly clean all stainless steel (brass) not previously mentioned with approved cleaner and a clean soft cloth. Great care must be taken to follow the grain of the stainless steel at all times when cleaning.

13. Cleaning, High Traffic Areas

High traffic area is any area that would receive heavy traffic and that would require cleaning as specified. Areas would include: corridors, lobbies, waiting areas, conference rooms, or any area so designated by the Contract Administrator.

14. Carpet Extracting

Perform vacuuming, and shampooing with commercial grade equipment only.

All carpeting, including carpet runners, must be thoroughly cleaned as follows:

- a. All movable items must be removed from area(s) to be cleaned (i.e., chairs, waster receptacles, all free standing tables, typing stands, boxes, plants, all temporary floor coverings, etc.) and area thoroughly vacuumed.
- b. Thoroughly spray next area to be cleaned with approved pre-treats or carpets lane cleaner used at approved dilution. Spray must be applied so those fibers remain damp until cleaned. Product should be left to work for 10-15 minutes or per the manufacturers specifications.
- c. Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. A minimum of three cleaning passes and two vacuuming only must be used. Approved equipment and products, at approved dilutions, must be used.
- d. All stains must be removed during the extraction process, using approved products. Great care must be taken to completely remove stain removal products from carpet fiber.
- e. Thoroughly spray all thoroughly cleaned carpet with approved carpet fiber protector at approved dilution. Application must be made with approved sprayer. Carpet track off mats and runners such as those found in building lobby areas, are exempt for this process.
- f. Replace all items removed for cleaning. All items moved back into place that have metal of any type that come in contact with carpeting must be wood blocked or tabbed to keep the metal off the carpet fiber until thoroughly dry. All blocks or tabs should be removed during the next scheduled regular area cleaning, provided the carpet is thoroughly dry. This could take more than one day.
- 15. Spray Buff Hard Floors

Hard floor must be properly prepared before spray buffing:

- a. Remove carpet runners
- b. Dust mop
- c. Damp mop

Begin spray buffing by lightly spraying area just to the left or right of approved floor machine (buffer) with approved spray buffing product, at approved dilution. Buffing pad must be approved and will depend on type of finish used. Rotary floor machine (buffer) will be worked back and forth over area lightly sprayed until floor has a high, streak free luster. Then proceed to the next area, until scheduled area is completed.

Great care must be taken to avoid using "loaded" pad (pad full of dried finish and dirt). Flip pad over or change to another clean dry pad often.

Great care must also be taken not to allow floor machine (buffer) to run in one spot for too long to avoid burning the floor.

Floor shall be dust mopped after scheduled spray buffing is completed.

Replace carpet runners.

16. Strip and Refinish

Close and properly mark area "closed". Remove all movable objects from area.

- a. Apply approved stripping solution at approved dilutions to area to be stripped. Allow solution to stand according to approved manufacturer's recommendations. Do not allow solution to dry out or stand too long. Any finish or dirt must also be removed from walls, doors, baseboards, etc. at this time.
- b. Thoroughly agitate all floor area to remove all old finish with approved strip pad.
- c. Use wet vacuum to pick up old finish and stripper.
- d. Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc. are also thoroughly rinsed.
- e. Thoroughly mop rinse areas a second time with clean cotton mop and clean water with approved neutralizer/conditioner chemical at approved dilution. Make sure walls, doors, etc. are also thoroughly rinsed.
- f. Allow floor to air dry.
- g. If any old finish remains, repeat "a" through "f".
- h. Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.
- i. Apply thin coat of approved sealer with approved clean nylon or rayon mop head or approved clean applicator. Stripping solution finish and sealer must not be slopped on walls, doors, etc. Allow sealer to thoroughly dry.
- j. Apply second coat of sealer as described in "i" above. Allow sealer to thoroughly dry.
- k. Apply top coating and second coat of approved floor finish.
- 17. Scrub Restroom Floors/Hard Surface Stairwell Floors

Close restrooms. Remove all movable objects from area

- a. Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
- b. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
- c. Use wet vacuum to pick up dirty solution.
- d. Thoroughly mop rinse area with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed.
- e. Thoroughly mop rinse a second time with clean cotton mop and clean water. Make sure all walls, doors, etc. are also thoroughly rinsed a second time.
- f. After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.
- g. Scrub all walls including partitions
- 18. Wall Spot Cleaning

Thoroughly clean all spots, smudges, stains, etc. from walls, partitions and modular partitions using approved products at approved dilutions. Wipe dry with clean soft cloth. Also thoroughly clean all interior glass with approved alcohol based glass cleaner and wipe dry with clean dry cloth. All surfaces must be dirt and streak free.

19. Dusting

Thoroughly dust all vertical and horizontal surfaces in all cleanable areas with approved dust cloth or tool treated with an approved water based dust control product, up to and including ceiling vents, air bars, lighting devices, and window blinds, etc.

Do not move dusting residue from spot to spot, but remove directly from the areas in which dirt lies by the most effective means appropriate; treated dusting cloths or vacuum tools.

- a. Leave no dust streaks.
- b. Leave corners, crevices, molding and ledges free of dust and cobwebs.
- c. Leave no oil spots or smudges on dusted surfaces caused by dusting tools.

Horizontal surfaces include, but are not limited to, counter tops, file cabinets, tables, coatracks, etc. Telephones, ashtrays, etc., must be lifted and dusted under. Do not disturb work papers.

Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc.

Dust or lightly vacuum window hangings.

20. Remove Recyclable Paper

Pick up all recyclable paper from marked containers centrally located throughout each building and remove to designated containers.

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21. Clean Air Returns and Supply Vents

Vacuum excess dust and dirt from air vents. Damp wipe clean with approved product and wipe dry.

22. Lobby Glass Cleaning

Glass Cleaning is a part of the overall task of lobby cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby glass, including doors, revolving doors and windows (to the limit of reach from floor level) shall be spot cleaned inside and out. All handprints, smudges, and soil are to be removed during the performance of this task. If necessary, clean the entire door, revolving door or window to accomplish clean glass.

23. Smoking Areas

Ashtrays placed on or near the exterior of the building shall be emptied and cleaned as needed to maintain a clean appearance. The areas immediately surrounding such ashtrays and adjacent building entrances are to be included as part of this cleaning task. Sweeping and removal of cigarette butts and emptying of ashtrays as specified.

24. Vacuum fabric modular walls & fabric chairs (upholstered furniture)

Using suction type vacuum, vacuum all fabric on modular walls and all fabric covered chairs leaving all fabric clean, free from dust balls, dirt and other debris.

25. Emergency clean up/additional services

The Contract Administrator shall assign, as needed, cleanup duties to the contractor when construction or remodeling has been completed or when an emergency occurs. Cleaning tasks would include: dusting, vacuuming, mopping, carpet extraction, window washing, etc. Payment will be according to the noted per hour specified on the pricing sheet.

**NOTE:** Services requested by the Contract Administrator and performed by the contractor, which are beyond the scope of this service contract, shall be billed separately at the hourly rate quoted by the contractor for emergency services/additional services.

If portions of the building are closed for renovation or no longer being used and therefore no longer need janitorial services a reduction in monthly price shall occur. The reduction in price would be at the monthly per square foot rate as mutually agreed by both parties.

- 27. Contractor is required to submit a written schedule of floor cleaning and window washing (including exterior) with bid proposal. The written schedule shall also include how cleanings will be made up if schedule is not met. Contractor is required to submit a written schedule of floor cleaning and window washing (including exterior) with bid proposal for each location. The written schedule shall also include how cleanings will be made up if schedule shall also include how cleanings will be made up if schedule shall also include how cleanings will be made up if schedule shall also include how cleanings will be made up if schedule is not met.
- 28. All hazardous conditions, such as burned out lights, loose fixtures, etc., must be reported by janitorial staff to their supervisor, who must then notify the Location Contact in writing via a LOG or email.

#### C. CLEANING TASKS FREQUENCIES – <u>McMILLIN RESERVOIR OPERATIONS CENTER</u>

#### A. DAILY SERVICES: TWICE PER WEEK (NON CONSECUTIVE DAYS)

- 1. ROOM CLEANING Office Areas, Work Rooms, Break Rooms, Conference Rooms, etc.
  - a. Empty waste and recycling receptacles and remove to designated area.
  - b. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.
  - c. Replace liners weekly.
  - d. Dust mop all non-carpeted floors. Damp mop all floors. Buff floors, applying spray wax if needed.
  - e. Sweep and damp mop staircase.
  - f. Damp wipe open areas of desks, chairs, credenzas, filing cabinets, and countertops, without moving paperwork and other contents.
  - g. Thoroughly vacuum all carpeted floors including entrance mats, corners, and underneath partitions each and every day. (Refer to General Definitions for quality of care expected.)
  - h. Spot clean all carpeted areas.
  - i. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners.
  - j. Clean and disinfect drinking fountains.
  - k. Wash kitchenette sink and countertops with a disinfectant cleaner, spot clean cabinet doors and refrigerator exterior for spills.

#### 2. RESTROOMS

- a. Clean and sanitize all units. All urinals, toilets, toilet seats, wash basins and showers will be sanitized. Clean pipes beneath all sinks.
- b. Clean mirrors and counters and polish chrome.
- c. Refill dispensers.
- d. Empty and disinfect all sanitary napkin receptacles.
- e. Sweep and damp mop floors with an approved product paying special attention around wash bowls, toilets and urinals.
- f. Empty waste receptacles.
- g. Clean switch, door and kick plates.
- h. Maintain floor drains free of odor.
- i. Clean and sanitize wall hand-dryers.

- 3. GENERAL
  - a. Leave notice advising of any irregularities noted during servicing (i.e., defective plumbing fixtures).
  - b. Turn off lights except those required to be left on.
  - c. Close windows and lock all entrance doors.

#### B. MONTHLY SERVICE

- 1. ROOM CLEANING Office Areas, File Rooms, Libraries, Conference Rooms, etc.
  - a. Vacuum all corners and edges with an edge vacuum and crevice tool.
  - b. Dust chair bottoms, window sills and window blinds.
  - d. Spot clean walls near trash cans for spills.

#### C. <u>TWO TIMES PER YEAR</u>

a. Machine scrub tile in shower stalls.

#### D. WINDOWS TOTAL CLEANING

<u>TWO TIMES PER YEAR</u>, all windows shall be cleaned on the exterior and interior by the Contractor as part of the regular janitorial maintenance service on each facility.

- a. Interior windows shall be cleaned by applying glass cleaner to windows, usually by spraying solution on windows. Then glass cleaner shall be removed by using window squeegee. Remainder of glass cleaner shall be removed with towels.
- b. Window shall be free of streaks, spots, and soiling.
- c. Frame around the window shall be cleaned at the time of the cleaning of the window. All cobwebs and soiling shall be removed.
- d. Proper measures shall be, taken as to not allow glass cleaner and soil to get on surrounding surfaces, such as, walls, floors, works stations, and personal items. Any spillage shall be immediately removed.
- e. Care shall be taken as to not damage any furnishings surrounding the window.
- f. Care shall be taken as to not scratch surface of windows, and tinting on windows. Care shall be taken as to not damage stenciling / signage that is on windows.
- g. Replace window blind to original position.

#### \*\*\*ALL CLEANING SUPPLIES AND EQUIPMENT ARE TO BE PROVIDED BY THE CONTRACTOR\*\*\*

#### D. CLEANING TASKS FREQUENCIES – GREEN RIVER OPERATIONS CENTER

#### A. DAILY SERVICES: TUESDAY and FRIDAY

- 1. ROOM CLEANING Office Areas, Work Rooms, Break Rooms, Conference Rooms, etc.
  - a. Empty waste and recycling receptacles and remove to designated area.
  - b. Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.
  - c. Replace liners weekly.
  - d. Empty and clean ash receptacles and sift-clean sand-type receptacles located outside the building.
  - e. Dust mop all non-carpeted floors. Damp mop all spills. Buff floors, applying spray wax if needed.
  - f. Thoroughly vacuum all carpeted floors including corners, and underneath partitions each and every day. (Refer to General Definitions for quality of care expected.)
  - g. Spot clean all carpeted areas.
  - h. Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners.
  - i. Clean and disinfect drinking fountains.
  - j. Clean and polish all entrance glass.
  - k. Move all lobby chairs and clean floor area underneath and replace chairs in proper place.

#### 2. RESTROOMS

- a. Clean and sanitize all units. Clean pipes beneath all sinks.
- b. Clean mirrors and counters and polish chrome.
- c. Refill dispensers.
- d. Empty and disinfect all sanitary napkin receptacles.
- e. Sweep and damp mop floors with an approved product paying special attention around wash bowls, toilets and urinals.
- f. Empty waste receptacles.
- g. Clean switch, door and kick plates.
- h. Maintain floor drains free of odor.
- i. Clean and sanitize wall hand-dryers.

#### B. <u>WEEKLY SERVICE</u>

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- 1. ROOM CLEANING Office Areas, File Rooms, Libraries, Conference Rooms, etc.
  - a. Dust high and low, including clocks, all surfaces on which dust gathers.
  - b. Clean all <u>cleared</u> desk and counter top areas with approved desk/counter cleaner. Do not move or disrupt items left on counter top areas.
  - c. Remove all cobwebs, clean baseboards.
  - d. Clean, spray wax, and buff all vinyl composite floors.
  - e. Thoroughly clean and scrub by agitation (with hand brush or mechanical machine) all ceramic tile surface floors.
  - f. Clean by most appropriate means all lobby furniture.
  - g. Spot clean soiled/smudged interior glass.
  - h. Damp-wipe City staff and public phone handsets and cradle with approved disinfectant product.

#### 2. RESTROOMS

- a. Clean partition walls and doors with approved product, making sure to thoroughly rinse.
- b. Clean tile floors, with special attention to grouting, corners of floor, baseboards, and stalls.
- c. Thoroughly clean, scrub by agitation (with hand brush or mechanical machine), and disinfect all ceramic tile surface floors, with special attention to grouting, corners of floor, baseboards, and stalls.
- d. Spot clean walls around sinks, waste receptacles, behind urinals and toilets.
- e. Dust radiators, grills, ledges, etc.
- f. Spot clean soiled/smudged interior glass.

#### C. MONTHLY SERVICE

- 1. ROOM CLEANING Office Areas, File Rooms, Libraries, Conference Rooms, etc.
  - a. Dust/vacuum window hangings.
  - b. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area.
  - c. Spot clean walls, doors, etc., removing all cobwebs, finger prints, smears and stains.
  - d. Clean partition glass.
  - e. Vacuum exposed air bars and heating outlets.

#### 2. RESTROOMS

a. Wash with approved product entrance doorways, ledges, etc.

#### E. FLOORING TOTAL CLEANING

TWO TIMES PER YEAR, all carpeted flooring surfaces including stairs, shall be cleaned using the water extraction process or other pre-approved method. Schedule will be set by mutual agreement by the Location Contact and Contractor.

- a. Carpeted surfaces to be extracted shall include all carpeted surfaces, including stairs, step-up, and step-down surfaces.
- b. Employee shall notify Location Contact of seams unraveling or separations in carpets.
- c. Air movers shall be used on carpeted flooring in traffic areas during the carpet cleaning extraction process to help dry the carpet.
- d. Carpets shall be free of all debris before extraction process commences.
- e. Pre-spotting shall most likely be necessary. Pre-spot spots only, not entire carpet surface.
- f. It shall not be necessary to remove heavy objects, such as file cabinets, and desks, unless specially requested. It shall be necessary to move lighter furnishings, such as chairs, tables, misc. plants, etc. All moved items moved shall be replaced to original positions, after cleaning.

TWO TIMES PER YEAR, all resilient flooring surfaces shall be refinished. Schedule will be set by mutual agreement by the Location Contact and Contractor.

- a. Use all necessary and proper equipment to complete the work per each flooring type.
- b. Properly close off areas that are to be refinished using appropriate "Wet Floor" signs or approved alternative.
- c. When refinishing floor surfaces, air movers are not to be used near the floor, as grit shall be pulled in from outside the area onto the floor. They may be used, if used away from outside entrances and are up off of the floor.
- d. Depending on product used, floor may not need to be buffed before one week's time from the time the floor was refinished.
- e. Ensure that all floor areas adjacent to floor that is being refinished do not have liquids, or debris of any type, splattered onto them during the refinishing process. Use towels, etc. to protect adjacent areas. Clean up any spills immediately that are made at any time and any place during the refinishing process.

#### F. WINDOWS TOTAL CLEANING

TWO TIMES PER YEAR, all windows shall be cleaned on the exterior and interior by the Contractor as part of the regular janitorial maintenance service on each facility.

- a. Interior windows shall be cleaned by applying glass cleaner to windows, usually by spraying solution on windows. Then glass cleaner shall be removed by using window squeegee. Remainder of glass cleaner shall be removed with towels.
- b. Window shall be free of streaks, spots, and soiling.
- c. Frame around the window shall be cleaned at the time of the cleaning of the window. All cobwebs and soiling shall be removed.
- d. Proper measures shall be, taken as to not allow glass cleaner and soil to get on surrounding surfaces, such as, walls, floors, works stations, and personal items. Any spillage shall be immediately removed.
- e. Care shall be taken as to not damage any furnishings surrounding the window.
- f. Care shall be taken as to not scratch surface of windows, and tinting on windows. Care shall be taken as to not damage stenciling / signage that is on windows.
- g. Replace window blind to original position.

#### \*\*\*ALL CLEANING SUPPLIES ARE TO BE PROVIDED BY THE CONTRACTOR\*\*\*

#### E. OTHER REQUIREMENTS

#### SECURITY and ACCESS CONTROL

Access Control and Background investigations are required for all personnel entering onto real properties of the City of Tacoma, Tacoma Water Division. The awarded contractor is required to have a background investigation completed for all employees selected to work on-site at the City of Tacoma, Tacoma Water Division. Background investigations are to be completed and pass / fail information provided to the City. The background investigation is to be completed within 10 days of notification by the Contract Administrator. Only individuals that pass a background check will be eligible to work on these facilities.

Keys or Contractor Access ID Badges to the buildings will be furnished by Tacoma Water. Any such keys <u>must not be duplicated</u>.

The Location Contact of each facility where services will be performed will provide access control / ID badges for the Contractor's entrance to areas of the buildings necessary for the completion of described work after award of contract. The Contractor shall comply with all security policies and special working conditions as required by Contract Administrator. Access to and egress from the buildings and agency grounds shall be via routes specifically designated by the Contract Administrator or designee.

The Contractor must maintain a secure environment while cleaning the facility. No one is allowed into the facility other than those individuals responsible for performing janitorial services. The contractor must lock the building when leaving and secure gates (if applicable). In locations that include a security alarm system, the contractor must also properly set the security alarm when leaving the building (if asked and agreed upon by the Location Contact). Failure to maintain a secure environment, properly lock the building and the gates or set the security alarm (where applicable) will result in a written notice to the Contractor as described in Section II (A) above. Any labor cost incurred by the City for false alarms caused by failure of the Contractor to properly secure the building will be the responsibility of the Contractor. These costs may be deducted from the monthly payment due the contractor.

In addition, should the Contractor or his/her employees lose keys or not return all keys either upon Contract expiration or cancellation, the cost of changing the building locks and re-coding the security alarm, if applicable, will be charged to the contractor. These costs may be deducted from the monthly payment due the contractor.

The Contractor shall exercise all supervisory and general control over all day-to-day operations of his/her employees including control over all workers duties. The contractor shall discipline his/her employees, as needed including firing and hiring.

Contractor shall be bound to confidentiality of any information its employees may become aware of during the course of performance of contracted tasks. Consistent and/or uncorrected breaches of confidentiality may constitute grounds for a written notice to the Contractor.

#### PROFESSIONAL DEVELOPMENT

Contractor shall employ personnel capable of fulfilling the requirements of this contract and shall provide a training and development plan for contractor personnel.

#### HEALTH, SAFETY, AND ENVIRONMENTAL PROTECTION

The Contractor shall conform to all applicable Federal, State and local laws, and to the requirements of this contract. In performing work under this contract, the contractor shall:

Take all reasonable steps and precautions to prevent accidents and to preserve the health and safety of visitors, contractor personnel, and City personnel performing or in any way coming into contact with the performance of this contract;

Take all reasonable precautions to prevent the release of hazardous chemicals into the environment; and

Take such additional precautions as the Contract Administrator may reasonably require for health, safety, and environmental protection.

Any violation of these health, safety, and environmental rules and regulations, unless promptly corrected as directed by the Contract Administrator, shall be grounds for termination of this contract.

1. <u>Damage Reports</u>. In all instances where property or equipment is damaged, the Contractor shall submit to the Contract Administrator a full report of the facts and extent of such damage--verbally within one hour, and in writing within 24 hours of the occurrence.

- 2. <u>Accident Reports</u>. The Contractor shall comply with State of Washington, OSHA and other regulatory agency requirements for record keeping and reporting of all accidents resulting in death, trauma, or occupational illness. The Contractor shall provide a verbal report to the Contract Administrator within one hour of occurrence and a written follow-up report to the Contract Administrator within 24 hours of occurrence.
- 3. <u>Chemical Spills</u>. The Contractor shall provide a plan addressing incidental and emergency spills of any chemicals brought on-site.
- 4. <u>Hazard Communications</u>. Contractor must maintain and update Material Safety Data Sheet (MSDS) files at each location for all products used at each location.

#### EQUIPMENT AND SUPPLIES

The Contractor must utilize cleaning equipment that meets with the approval of the City. A complete listing of equipment and cleaning products to be used shall be submitted with your bid. Prospective vendor shall provide a supply price list (i.e., 2-ply toilet tissue, paper towels, facial tissue, seat covers, trash can liners, etc.) Right is reserved by the City to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item.

The Contractor must furnish and install all consumable products such as, but not limited to, hand soap, paper towels, toilet tissue, sanitary napkins, etc. pursuant to the requirements of this section.

The Contractor must furnish all cleaning supplies. The use of any powdered scouring cleaners is expressly prohibited.

The Contractor must furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc. and all other equipment.

The Contractor must supply all cleaners, finishes, etc. for the treatment of various types of flooring and/or carpeting. Use only such materials as are recommended by the flooring manufacturers and approved by the Contract Administrator.

The Contractor's prime responsibility is to protect the City's property at all times and to use only such materials and treatments as will enhance the appearance of buildings and protect surfaces such as fixtures, flooring, and windows.

The Location Contact will furnish an area, where possible, for storage of the Contractor's equipment and supplies. The Contractor will be held solely responsible for all items stored on City premises.

The Contractor must meet the following powered equipment specifications:

- Vacuum cleaners must meet, at a minimum, the Carpet and Rug Institute (CRI) Green Label Program requirements and shall operate at a sound level of less than 70 dBA.
- Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval.
- Powered floor maintenance equipment must be equipped with controls or other devices for capturing and collecting particulates and shall operate at a sound level less than 68 dBA at five feet.

McMillin-Green River Facilities Janitorial Services

- Propane-powered floor equipment must have low-emission engines certified by the California Air Resources Board under the Small Off-Road Engines or Equipment (SORE) program, and shall be equipped with catalytic and exhaust monitoring systems in addition to other requirements for floor equipment set out in the section.
- Current in-use propane-powered equipment may only be used when the building is unoccupied, and under conditions allowing for as much air circulation and exchange as possible.
- Powered scrubbing machines must be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.

Environmentally Preferable Cleaning Products and Supplies

For the following categories of cleaning products and supplies, the Contractor shall use only environmentally preferable products:

- General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
- Floor finishes and floor strippers;
- Liquid hand soap;
- Toilet tissue and facial tissue;
- Paper towels and napkins.

The City defines an environmentally preferable cleaning product and supplies as one that is registered through one of the following certification agencies. Green Seal GS-01, 09, 37, 40, 41; DfE (EPA's Design for the Environment); or the ECP/EcoLogo (Canada's Environmental Choice Program). Products that are not listed through one of these certification agencies will **not** be allowed to be used as part of this cleaning contract. Product lists submitted by Bidders will be referenced against product lists from the certification agencies.

For more information on the certification agencies and product lists, see the following websites:

- 1. Green Seal (GS-01, 09, 37, 40, 41) www.greenseal.org
- 2. Canada's Environmental Choice Program www.environmentalchoice.com/English/ECP%20Home/
- 3. EPA Design for the Environment www.epa.gov/dfe

With bid submittal, Bidder **must** provide a complete list of products. Material Safety Data Sheets will be submitted after award but prior to the start of work. As stated above, the products **must** be certified through one of the three certifying agencies listed above. Changes to any products and/or product lists used as part of this contract **must** be submitted in writing to the Contract Administrator, along with any new Material Safety Data Sheets. Noncompliant chemicals **must** be removed immediately from the building.

Chemicals used for disinfection of blood and other potentially infectious material shall be on EPA's list of registered antimicrobial products effective against blood borne/body fluid pathogens. Mop heads must be replaced after use for blood and body fluid clean up.

Plastic trash can liners shall contain a minimum of 10% post-consumer recycled content.

Contractor will not use indoor air fresheners and urinal/toilet inserts unless requested to do so by Building Operations Manager. If required to do so, fresheners will not contain phthalates or VOCs.

#### Cleaning Procedure Requirements

- a. Reducing Chemical Waste/Efficient Use of Chemicals Contractor shall:
  - Provide easily understood directions to cleaning staff in appropriate written languages or graphic representation for the dilution of chemical cleaning products.
  - Track the quantities of chemicals consumed over time by cleaning operations on at least a quarterly basis. Use a chemical measuring and dilution control system that limits worker exposure to chemical concentrates while facilitating the proper dilution of chemical concentrates.
  - Train workers in the safe and effective use of all relevant chemical cleaning products.
  - Use the appropriate technology (coarse spray bottles, automatic chemical dispensers on powered equipment, etc.) for applying the chemical product in a manner that does not result in overuse and waste of the product.
  - Provide directions for the proper rinsing and disposal of used or expended chemical solutions or empty chemical containers.
  - Prevent other building areas from being adversely affected.
  - Reduce, minimize, or eliminate the need for using cleaning chemicals wherever possible.
- b. Reducing Solid Waste Contractor shall:
  - Contractor snall:
    - Purchase chemical products and supplies in quantities that minimize the amount of packaging and container waste generated.
  - Whenever practicable, use reusable cleaning cloths or microfiber technology in lieu of paper products. Within 2 hours of use, dispose of, rinse, or place in a sealable container (i.e., metal flammable rag canister, locking plastic bag, etc.) that minimizes evaporation of cleaning product from all cleaning towels, cloths, and materials. Reusable cleaning cloths or microfiber must be cleaned or laundered prior to reuse.
  - Segregate and recycle all waste items from cleaning operations, including paper, glass, plastics, cardboard, other packaging materials, empty chemical containers, and worn equipment that are acceptable for recycling in the community.
- c. Vacuum Use / Maintenance

Cleaning Service Providers shall:

- Vacuums shall be equipped with the proper filter or bag; the filters shall be changed or cleaned consistent with the manufacturer's recommendations.
- Vacuum bags or canisters shall be inspected at least every 2 hours and changed or replaced when half full or when indicated by a bag sensor, if vacuum is so equipped.
- Precautions shall be taken to limit worker exposure to dust and particulate matter when cleaning and replacing bags and filters.

#### E. CONTRACTOR CLEAN UP

The Contractor is responsible for repair, replacement or clean up as necessary due to carelessness or negligence on the part of the Contractor or his/her employees.

#### F. ENERGY AND UTILITIES

Unnecessary lights will be turned off except in areas where janitorial work is in progress and will be turned off upon completion of work or as specified by the Contract Administrator. Safety lighting and code requirements may dictate that certain lighting be on at all times. To conserve energy, exterior doors and windows will not be opened unless necessary to perform janitorial work. Water supplies will be turned off except when needed and will not be left running unattended. Doors and windows will be closed and locked prior to janitorial staff departing the premises.

#### G. WORKING CONDITIONS

All work shall be conducted in accordance with all regulations governing the City wherein the work is to be performed and with minimum possible interference with the proper functioning of the activities of each location. Materials, tools, etc. shall be confined so as not to unduly encumber the premises.

#### H. EMPLOYEE CONDUCT

All lost and found articles recovered by contractual employees must be immediately turned in to the Location Contact or the Contract Administrator.

Contractual employees will be required to wear clean and neat clothing or uniforms supplied by the Contractor at all times while on the job.

Contractual employees:

- 1. Must not have relatives or other personal visitors at the work site.
- 2. Must not consume food or beverages in public view while on duty. During normal breaks and lunch periods, the cafeteria or lunchroom may be used for this purpose.
- 3. Must not consume alcoholic beverages nor use narcotics while on duty nor be under the influence when reporting for duty.
- 4. Must not receive or initiate personal telephone calls from City owned telephones unless during an emergency or to contact the Location Contact.
- 5. Must not play radios or other sound equipment without the Location Contact's approval.
- 6. Must not fraternize with City staff, clients, tenants, or visitors to the building nor unnecessarily disrupt tenants from their work while performing their contractual duties.
- 7. Must turn off lights, if applicable, after cleaning is completed in an assigned area.
- 8. Use of electronic equipment such as computers, fax machines, typewriters, copy machines, calculators, and the like shall not be used by Contractor's employees, except upon the authorization of the Location Contact.
- 9. Contractor's employees shall not use any personal items found in individual offices, work stations, or receptionist worksites including reading materials.
- 10. Contractor shall instruct his employees, in advance, as to what to do in a medical emergency.

The Contract Administrator may require the Contractor to immediately remove any contractual employee(s) from the City's premises for just cause. The Contractor will assume any and all responsibilities. Any employee so removed may not be relocated to another City facility.

The Contract Administrator reserves the right for final determination of a contractual employee's suitability for assignment to a specific location. Problems of this nature will be addressed with the Contractor's management.

#### I. INSPECTION AND CORRECTION OF DEFICIENCIES

Inspections by the Location Contact and/or the Contract Administrator will be conducted on a regular basis for all specifications outlined in this contract.

Performance evaluations noting deficiencies in the contract specifications will be provided to the Contractor on a regular basis. The deficiency for a daily or weekly task must be corrected within 24 hours. All other task deficiencies must be corrected within 48 hours.

The Location Contact and/or Contract Administrator shall make the final decision as to whether or not any cleaning task has been satisfactorily performed.

If it is determined that the task has not been properly performed as intended, the Contractor must make the necessary changes.

#### J. COMPLIANCE WITH STATE OR FEDERAL BLOOD BORNE PATHOGEN REQUIRMENTS

The Contractor must be compliant with all State and Federal Blood Borne Pathogen requirements.

#### K. RECORD KEEPING

Contractor must provide a contact telephone number and respond to message within 12 hours.

The Contractor must provide a monthly time sheet to the Contract Administrator showing the names, dates, and hours actually worked for each location including starting and quitting times, for all employees.

The Contractor must supply the Contract Admistrator quarterly with a list of all employees and supervisors to be used at each location. Such list must include each employee's name and address. Alternate employees may not be used until such list has been updated to include them and the above such data for alternates has been provided to the Contract Administrator.

#### L. COMMUNICATION LOG BOOK

- 1. The Contractor shall provide and place in the main janitorial closet a joint communication Log Book for the On-site Supervisor and the Location Contact to communicate with each other. In the Log Book, the Contract Administrator shall write service requests which shall be minor in nature, within the scope of the contracted service that can be accomplished in the normal course of the Contractors daily work. They shall usually include items of minor service deviations from the cleaning contract or minor general requests that no additional compensation shall be given for completed service.
- The Log Book is to be read at the start of the shift by the On-site Supervisor, who shall in turn assign each task to appropriate Contractor's employee to accomplish. The On-site Supervisor shall then record the date that each task was accomplished.

- 3. Contractor shall be required to accomplish the service written in the Log Book within 24 hours unless mutually agreed that additional time is required.
- 4. Location Contact shall review the log as needed to ensure that requests are being serviced.
- 5. If the On-site Supervisor or Contractor feels that any request is questionable in nature, they may contact the Contract Administrator for discussion of any questionable request.
- 6. Any maintenance item, such as a burned out light, shall be described with location by Onsite Supervisor in the Log Book for repair by the City.
- 7. Service infractions of a larger nature shall be addressed directly by the Contract Administrator to the Contractor, with a note to the file in the Log Book.

#### M. CLEANING CHECKLIST

A Cleaning checklist will be provided by the Contract Administrator prior to the start of work. This checklist is to be filled out daily by the Contractor and left with comments in the Log Book.

#### FACILITY LOCATION, GROSS SQUARE FOOTAGE AND JANITORIAL SERVICE TIMES

## **McMillin Operations Building**

GENERAL INFORMATION			
Facility Name: McMillin Operations Building	Estimated Total Square Feet: 7,500		
Address: 13004 Reservoir Road East	Number of Floors: 2		
Puyallup, WA 98374			

FLOORING TYPES		
<b>Operations Center</b>	Restrooms	
Type: Carpet	Type: Tile	
Туре:		
Concrete Type:		
Vinyl Services Times: Twice per week	Services Times: Twice per week	
Mezzanine		
Type: Carpet	Windows, Tile in shower stalls will be done two times per	
Type: Vinyl	year.	
Service Times: Twice per week		

### ATTACHMENT 1

## FACILITY LOCATION, GROSS SQUARE FOOTAGE AND JANITORIAL SERVICE TIMES

## GREEN RIVER OPERATIONS CENTER

GENERAL INFORMATION		
Facility Name: Green River Operations Center	Operations Center:	4076 sq ft
Address: 36932 SE Green River Headworks	Intake Meeting Room	1213 sq ft
RD	_	
Ravensdale, WA 98051	Service Times: 1800-0300	Tuesday and Friday

FLOORING	<b>TYPES AND ES</b>	STIMATED SQUARE	FOOTAGE
<b>Operations Center</b>		Rest	trooms - 4
Type: Carpet	1250 sq. ft	Type: Tile	308 sq. ft.
Type: Stained Concrete	2350 sq. ft <u>.</u>		
Type: Vinyl	168 sq. ft.		
		Service Times: Tuesday	y and Friday

FLOORING TYPES AND ESTIMATED SQUARE FOOTAGE			
Intake Meeting Room Restrooms - 2			
Type: Carpet	784 sq. ft.	Type: Tile	84 sq. ft.
Type: Vinyl	345sq. ft.		
Service Times: Twice/Year			

2016 January Headworks Daily Services: Tuesday and Friday		
Date	DAILY Yes/No	ROOM CLEANING - Office Areas, Work Areas, Break Rooms, Conference Rooms, etc.
		Empty waste and recycling receptacles to designated areas.
		Wash or damp wipe, inside and outside, all waste receptacles presenting a soiled or odorous condition.
		Replace liners weekly
		Empty and clean ash receptacles and sift-clean sand-type receptacles located outside the building.
		Dust mop all non carpeted areas. Damp mop all spills. Buff floors, applying spray wax if needed.
		Thoroughly vacuum all carpeted floors including corners, and underneath partitions each and ever day.
		Spot clean all carpeted areas.
		Remove all mats and runners and clean floor area underneath. Clean all mats and runners by best means. Replace all mats and runners.
		Clean and disinfect drinking fountains
		Clean and polish all entrance glass.
		Remove all lobby chairs and clean floor area underneath and replace chairs in proper place.
		RESTROOMS
		Clean and sanitize all units. Clean pipes beneath all sinks.
		Clean mirrors and counters and polish chrome.
		Refill dispensers.
		Empty and disinfect all sanitary napkin receptables.
		Sweep and damp mop floors with an approved product paying special attention around wash bowls, toilets and urinals.
		Empty waste receptacles.

2016 January Headworks Weekly Services			
	W	eekly Room Cleaning - Office, File Areas, Libraries, Conference Rooms, etc.	
Date	Yes/No		
		Dust high and low, including clocks, all surfaces on which dust gathers	
, , , , , , , , , , , , , , , , , , , ,		Clean all cleared desk and countertop areas with appeoved desk/ counter cleaner. Do not move or disrupt items left on the countertop areas.	
		Remove all cobwebs, clean baseboards	
		Clean, spray wax, and buff all vinyl composite floors	
		Thoroughly clean and scrub by agitation (with handbrush or mechanical machine) all ceramic tile floor surfaces	
		Clean by most appropriate means all lobby furniture	
		Spot clean soiled/smudged interior glass	
		Damp wipe City staff and public phone handsets and cradle with approved with approved disinfectant product	
		Restrooms	
		Clean partition walls and doors with approved product, make sure to thoroughly rinse	
		Clean tile floors with special attention to grouting, corners of floors, baseboards, and stalls	
		Thouroughly clean and scrub by agitation ( with handbrush or mechanical machine) and disinfect all ceramic tile surface floors, with special attenton to grouting, corners of floors, baseboards, and stalls	
		Spot clean walls around sinks, waste recepticales, behind the urinals and toilets	
		Dust radiators, grills, ledges, etc.	
	· · · · · · · · · · · · · · · · · · ·	Spot clean soiled/smudged interior glass	

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	Month	ly Room Cleaning - Office Areas, File Rooms, Libraries, Conference Rooms, etc.		
Date				
		Dust/vacuum window hangings		
		Clean all carpets of heavy traffic showing noticeably greater soil than general area		
		Spot clean walls, doors, etc. removing all cobwebs, fingerprints, smears, and stains		
		Clean Partition Glass		
		Vacuum exposed air bars and heating outlets		
		Restrooms		
		Wash with approved product entrance doorways, ledges, etc.		

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2016 Semi-Annual Floor And Window Cleaning		
Date	Carpeted Floor Cleaning	
	Headworks	
	Intake Meeting Room	
Date	Resielient Floor Surfaces	
	Headworks	
	Intake Meeting Room	
Date	Window Cleaning	
	Headworks	
	Intake Meeting Room	
	COMMENTS	
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#### APPENDIX A: BID FORMS

- SUSTAINABILITY FORM
- DEFAULT INFORMATION
- REFERENCES
- STATE RESPONSABILITY FORM

## **Sustainability**

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

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

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

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

## **DEFAULT FORM**

Per Section 1, Subsection C, please list any contracts that have been terminated due to default.



#### **REFERENCES**

#### Reference # 1

Name:	
Contact:	
Address:	
Phone:	
Fax:	
Email:	
Describe Work:	

#### Reference # 2

Name:	
Contact:	
Address:	
Phone:	
Fax:	
Email:	
Describe Work:	

#### Reference # 3

Name:	
Contact:	
Address:	
Phone:	
Fax:	
Email:	
Describe Work:	

Specification No.			
Name of Bidder			
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 Washington?	in 🗌 Yes 🗌 No 🗌 Not Applicable		
Washington Employment Security Department number	r: Number:		
Washington Department of Revenue state excise tax registration number:	Number:		
Have you been disqualified from bidding on any public works contracts under RCW 39.06.010 or 39.12.065(3	2		
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: Post-Award Forms

- Contract
- Insurance

## CONTRACT

Resolution No. Contract No.

THIS AGREEMENT made and entered into in triplicate by and between the City of Tacoma, a Municipal Corporation hereinafter called the "City", and

Enter vendor name herein after called the "Contractor."

#### WITNESSETH:

That in consideration of the terms and conditions contained herein and attached and made a part of this Agreement, the Parties hereto covenant and agree as follows:

I. The Contractor shall do all work and furnish all tools, materials, and equipment in accordance with and as described herein and in the attached plans, drawings, and the below referenced Specifications of the City of Tacoma included in the solicitation of Bids for this Agreement, which are by this reference incorporated herein and made a part hereof, and shall perform any alteration in or additions to the work provided under this Agreement and every part thereof.

Specification No. ent	er spec number	
Project: enter spec r	name	
Contract Total: \$	, Select applicable tax information	

The Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work provided for in this Agreement and every part thereof, except such as are mentioned in the Specifications to be furnished by the City of Tacoma.

- II. The Contractor acknowledges, and by signing this Agreement agrees, that the Indemnification provisions set forth in the Specifications, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Agreement and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.
- III. The Contractor, for him/herself, and for his/her heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.
- IV. It is further provided that no liability shall attach to the City by reason of entering into this Agreement, except as expressly provided herein.
- V. The Contractor agrees to accept as full payment hereunder the amounts specified in the Submittal, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified in said Submittal and in the attached plans, drawings, and Specifications.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, with an effective date for bonding purposes of Enter date day of Enter month, 20year. CITY OF TACOMA: PRINCIPAL: Enter vendor name

By:	By:		
	Title of dept or div staff w/auth to sign for this \$ amt	Signature	
By:			
	Select one (for contract totals over \$50K or NA)	Printed Name	
By:			
	Director of Finance	Title	
APPF	ROVED AS TO FORM:		
By:			

City Attorney



City of Tacoma - Finance Department

## **INSURANCE CERTIFICATE REQUIREMENTS**

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

CONTRACT AMOUNT \$ 25,000 and Under \$500,000 and Under Over \$500,000 LIABILITY LIMITS \$ 500,000 Combined Single Limit \$1,000,000 Per Occurrence / \$2,000,000 Aggregate \$5.000.000 Total Coverage

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
  - 1. Comprehensive General Liability
  - 2. Automobile Liability Hired and Non-Owned
  - 3. Contractual Coverage
  - 4. Broad Form Property Damage
  - 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
  - 6. Any additional coverage specifically required by the City's specification
- B. The following general requirements apply:
  - 1. Insurance carrier must be authorized to do business in the State of Washington.
  - 2. Coverage must include personal injury, protective and employer liability.
  - Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
  - 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
  - 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.
- C. The following statements are required on the Certificate of Insurance:
  - 1. "*The City of Tacoma is named as an additional insured*" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
  - 2. "This insurance is primary and non-contributory over any insurance or self-insurance the *City may have*" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
  - 3. "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail **30** days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. See example below.

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

CERTIFICATE HOLDER	ITIONAL INSURED; INSURER LETTER: CANCELLATION
CITY OF TACO PO BOX 110 TACOMA WA 984	7 certificate holder named to the left, but failure to do so shall impose no obligation or-

ACORD TM CERTIFICATE OF 1	LIABILITY INSURANCE	DATE: 01/15/03	
PRODUCER Brown & Brown of Washington, Inc. P. O. Box 1718	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.		
Tacoma WA 98402 Phone: 253-396-5500 Fax: 253-396-4500	INSURERS AFFORDING COVERAGE		
INSURED	INSURER A: CNA Insurance Company		
General Contractors, Inc.	INSURER B: Safeco Insurance Company		
Attn: John Boss	INSURER C: Fireman's Fund Insurance Company		
123 Main Street Tacoma WA 98401	INSURER D: Washington State Fund (L&I)		
	INSURER E: F.M. Global Insurance Company		

#### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR		POLICY NUMBER	POLICY EFFECTIVE	POLICY EXPIRATION	LIMITS	
LTR	TYPE OF INSURANCE GENERAL LIABILITY		DATE (MM/DD/YY)	DATE (MM/DD/YY)	EACH OCCURRENCE	\$1,000,000
	I COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$100,000
А	$\Box \text{ CLAIMS MADE} \qquad \blacksquare \text{ OCCUR}$	GL12345678	01/01/03	01/01/04	MED EXP (Any one person)	\$5,000
					PERSONAL & ADV INJURY	\$1,000,000
					GENERAL AGGREGATE	\$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS – COMP/OP AGG	\$2,000,000
	□ POLICY					. ,,
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	\$1,000,000
В	X ANY AUTO	BA554430	01/01/03	01/01/04	(Ea accident)	
Б	ALL OWNED AUTOS	DAJJ4450	01/01/03	01/01/04	BODILY/INJURY	\$
	SCHEDULED AUTOS				(Per person)	
	☐ HIRED AUTOS				BODILY/INJURY	\$
	□ NON – OWNED AUTOS				(Per accident)	-
					PROPERTY DAMAGE	\$
					(Per accident)	
	GARAGE LIABILITY			•	AUTO ONLY – (Ea Accident)	\$
	□ ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS LIABILITY				EACH OCCURRENCE	\$5,000,000
С	⊠ OCCUR □ CLAIMS MADE	UL987XS	01/01/03	01/01/04	AGGREGATE	\$5,000,000
						\$
	DEDUCTIBLE					\$
	□ RETENTION					\$
	WORKER'S COMPENSATION AND				⊠WC STAT – □ OTHER	
D	EMPLOYER'S LIABILITY	278000652	12/01/03	12/01/04	UTORY LIMITS	
					E.L. EACH ACCIDENT E.L. DISEASE – EA	\$1,000,000
А	STOP GAP LIABILITY	GL12345678	01/01/03	01/01/04	E.L. DISEASE - EA EMPLOYEE	\$1,000,000
11		GE12545070	01/01/05	01/01/04	E.L. DISEASE – POLICY	\$1,000,000
					LIMIT \$3,750,000 LIMIT, \$10,000 DED.	
Е	OTHER BUILDERS' RISK	COC78765	04/01/03	04/01/04	\$3,750,000 LIMIT, \$10,000 DED, FORM, INCL QUAKE & FLOOD	
	DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS					
City o	of Tacoma is added as Additional Insured as resp	ects any and all	work performed	with the City (or as i	respects project). This	s insurance is
primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project).						
CERTIFICATE HOLDER     Y     ADDITIONAL INSURED; INSURER LETTER A     CANCELLATION						
		SHOULD ANY	OF THE ABOVE DI	ESCRIBED POLICIES B	E CANCELLED BEFORE THE EXPIRA	
	OF TACOMA	THEREOF, TH CERTIFICATE	THEREOF, THE ISSUING INSURER WILL <del>ENDEAVOR TO</del> MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, <del>BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION</del>			
	3OX 11007	LIABILITY OF	LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.			
TAC	OMA WA 98411-0007		AUTHORIZED REPRESENTATIVE			
	John Q. Agent John Q. Agent					

# **HUB GOAL UTILIZATION FORM**

#### HISTORICALLY UNDER-UTILIZED REQUIREMENTS & PROCEDURES:

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

City of Tacoma – HUB Utilization Form (Not required with Single Trade Bids)

#### **IMPORTANT NOTE:**

It is the bidder's responsibility to insure that the HUB subcontractor(s) listed on the HUB Utilization Form are currently certified by the City of Tacoma at the time of bid opening. This may be verified by contacting the HUB Program Office at (253) 502-8080, or (253) 502-8072 between 8 AM and 5 PM, Monday through Friday. This form must have clear expression of HUB participation your company will use on this project. Ordinance 27369, passed by the City Council on June 21, 2005, establishes the minimum HUB goal of 22%, <u>except where modified through appropriate procedures</u>. Please refer to the City of Tacoma HUB Provisions included elsewhere in these Special Provisions.

**HUB GOAL:** This project involves only one category of work which is janitorial services, no reasonable opportunity for subcontracting exists. Therefore in accordance with Section D.1.c., a HUB submitting the Lowest Responsible Bid for a Single Trade Contract shall be deemed the Lowest Responsible Bidder, if such bid is not more than five percent greater than the Lowest Bid submitted by any bidder that is not a HUB.

For any questions or concerns, please call the HUB Program Coordinator at (253) 502-8072.

#### MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE HUB UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 27369.

P/HUBG: City Wide Janitorial Services

## SBE SPECIAL REMINDER TO ALL BIDDERS

Equal Opportunity and Small Business Enterprise forms and appendices must be fully and accurately completed and returned at the time of the submission of bids. Failure to do so may result in the proposal being considered non-responsive. These forms are necessary to determine if the bidder complies with Chapter 1.07 of the City of Tacoma Municipal Code and State Law.

The following steps shall be used to determine the level of SBE Usage:

- a. The low bidder who meets the City's participation goal for SBEs, shall be presumed to have met the requirement.
- **b.** Otherwise, the bidder who has the lowest evaluated bid based on the formula set forth below:

shall be presumed to have met the requirement and may be recommended for award.

NOTE: The ratio of SBE usage to the SBE goal in this formula above shall not exceed 1.

For the purposes of determining the Evaluated Bid, all alternates, additives, and deductives selected by the City will be added to your base bid as indicated in the proposal.

Contractors are also subject to the City's ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the SBE Office at (253) 591-5224 for assistance. The list of SBE subcontractors is available at:

http://www.cityoftacoma.org/Page.aspx?nid=136

#### 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. "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.

B. "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.

C. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

D. "City" means all Departments, Divisions and agencies of the City of Tacoma.

E. "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.

F. "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.

G. "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.

H. "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.

I. "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.

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

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

L. "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.

M. "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.

N. "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.

O. "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.

P. "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.

Q. "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.

R. "SBE Regulations" means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services, and Public Works.

S. "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.

T. "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.

U. "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. 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 \$375,000, 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 \$8,000,000 for public works companies and not more than \$4,000,000 for non-public works and improvements companies;

3. The owner(s) of the company executes an affidavit 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 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 Declaration of SBE Status Affidavit form;

3. Tax returns for the business for six (6) years prior to the date of application for SBE certification, or from the date of inception of the business if the business has been in existence less than six (6) years;

4. List of equipment and vehicles used by the SBE;

5. Description of company structure and owners;

6. 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. 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.

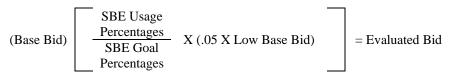
4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a 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:



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

# SBE SPECIAL REMINDER TO ALL BIDDERS

Equal Opportunity and Small Business Enterprise forms and appendices must be fully and accurately completed and returned at the time of the submission of bids. Failure to do so may result in the proposal being considered non-responsive. These forms are necessary to determine if the bidder complies with Chapter 1.07 of the City of Tacoma Municipal Code and State Law.

The following steps shall be used to determine the level of SBE Usage:

- a. The low bidder who meets the City's participation goal for SBEs, shall be presumed to have met the requirement.
- **b.** Otherwise, the bidder who has the lowest evaluated bid based on the formula set forth below:

shall be presumed to have met the requirement and may be recommended for award.

NOTE: The ratio of SBE usage to the SBE goal in this formula above shall not exceed 1.

For the purposes of determining the Evaluated Bid, all alternates, additives, and deductives selected by the City will be added to your base bid as indicated in the proposal.

Contractors are also subject to the City's ordinances and regulations pertaining to having an affirmative action program and prohibiting discrimination. If needed, please contact the SBE Office at (253) 591-5224 for assistance. The list of SBE subcontractors is available at:

http://www.cityoftacoma.org/Page.aspx?nid=136

## **PREVAILING WAGE RATES**

for

Pierce and King Counties

#### September 3, 2015

The State of Washington prevailing wage rates applicable for this public works project may be found at the following website addresses of the Department of Labor and Industries:

### JOURNEY LEVEL

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

## APPRENTICES

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

The schedule of prevailing wage rates is made part of the Contract Documents by reference as through fully set forth herein; and a copy of the applicable prevailing wage rates are also available for viewing at the City Purchasing Office. Upon request to the Purchasing Department, the City will email a copy of the applicable Journey Level prevailing wages for this project. Department of Labor and Industries Prevailing Wage (360) 902-5335 www.lni.wa.gov/TradesLicensing/PrevWage

• This form **<u>must</u>** be typed or printed in ink.



## STATEMENT OF INTENT TO PAY PREVAILING WAGES

Public Works Contract \$40.00 Filing Fee Required

٠	Fill in all blanks or the form	will be returned for correction (	see instructions).

- Please allow a **minimum** of 10 working days for processing.
- Once approved, your form will be posted online at https://fortress.wa.gov/lni/pwiapub/SearchFor.asp

Intent ID # (Assigned by L&I)\_\_\_\_\_

Your Company Information				Awarding Agency	Information				
Your Company Name ABC Company, Inc.				Project Name Road Repair			Contrac 2011-01		ıber
Your Address 1234 Main Street				Awarding Agency WA State Departmer	nt of Transportation				
City State Zip+4 Olympia WA 98501-1234				Awarding Agency Address PO Box 47354					
Your Contractor Registration Number ABCCI*0123AA	Your UBI Num 123456789	ber		City Olympia		State Zip WA 985			
Your Industrial Insurance Account Number 111,111-11			Awarding Agency Contact NamePhone NuJohn Doe(555) 555						
Your Email Address (required for notification of approval)       Your Phone Number         prevailingwage@lni.wa.gov       (555) 555-5555			County Where Work Will Be Performed Thurston City Where Work Will Be Performed Olympia				ll Be Performed		
Additional Details				Contract Details					
Your Expected Job Start Date (mm/dd/yyyy) 01/01/2011				Bid Due Date (Prime Contractor's) 08/01/2010Award Date (Prime Contractor's) 08/10/2010					itractor's)
Job Site Address/Directions State Street @ Plum Street				Indicate Total Dollar Amount of Your Contract (including sales tax) or time and materials, if applicable.         \$1000.00					00
ARRA Funds			1	Weatherization or H	Energy Efficient Fund	ls			
Does this project utilize American Recovery and Reinvestment Act (ARRA) funds? ☐ Yes				Does this project util (ARRA or otherwise)	de funds				
Prime Contractor's Company Information				Hiring Contractor's Company Information					
Prime Contractor's Company NamePrime Contractor's Intent NumberXYZ Company, Inc.123456			Hiring Contractor's Company Name Super Pavers, Inc.						
Prime Contractor's Registration NumberPrime Contractor's UBI NumberXYZIN*0123AA987654321				Hiring Contractor's Contractor Registration NumberHiring Contractor's UBI NumberSUPERPA123AA321456987					
Employment Information									
Do you intend to use <u>ANY</u> subcontractors?	☐ Yes	No No		Will employees perfo	orm work on this projec	ct?	🛛 Yes		🗌 No
Will <u>ALL</u> work be subcontracted?  Yes No				Do you intend to use apprentice employees?			🗌 No		
Number of Owner/Operators who own at least 30					$\square$ None (0) $\square$ O	One (1)	Two (		Three (3)
<b>Crafts/Trades/Occupations</b> – (Do not list apprentices. They are listed on the Affid. If an employee works in more than one trade, ensure that all hours worked in each tra- For additional crafts/trades/occupations please use Addendum A.							Rate of Hourly Pay		ate of Hourly ual ("Fringe") Benefits
Laborer - Asphalt Raker					2	3	39.28		5.00
Power Equipment Operator - Asphalt Plant Operator					1	48.04			2.35
Truck Driver - Asphalt Mix (over 16 Yds)					1	4	46.47	-	0.00
Signature Block I hereby certify that I have read and understand the i Public Works Project will be paid no less than the Pr								s I em	ploy on this
Print Name:	Print Ti	, 		Signature:	A			Da	te:
For L&I Use Only									
Approved by signature of the Department of La	bor and Industries In	dustrial Statistic	cian						

NOTICE: If the prime contract is at a cost of over one million dollars (\$1,000,000.00), RCW 39.04.370 requires you to complete the EHB 2805 (RCW 39.04.370) Addendum and attach it to your Affidavit of Wages of Paid when your work on the project concludes. This is only a notice. The EHB 2805 Addendum is not submitted with this Intent. SAMPLE - F700-029-000 Statement of Intent to Pay Prevailing Wages 03-2011

Department of Labor and Industries Prevailing Wage (360) 902-5335 www.lni.wa.gov/TradesLicensing/PrevWage



## AFFIDAVIT OF WAGES PAID Public Works Contract \$40.00 Filing Fee Required

1889 K	Affidavi	t ID # (Assigned	by L&I)	<b>1</b>				
• This form must be typed or printed in ink.	Project Name							
<ul> <li>Fill in all blanks or form will be returned for correction (see back).</li> <li>Please allow a minimum of 10 working days for processing.</li> <li>Once approved, your form will be posted online at the website above.</li> </ul>								
APPROVED FORM WILL BE MAILED TO THIS ADDRESS	Awarding Age	ncy Address						
Contractor, company or agency name, address, city, state & ZIP+4	City		State	ZIP+4				
				211 14				
	Awarding Age	Awarding Agency Project Contact Person						
	County where w	ork was performed	City where work was performed					
	Bid due date (	mm/dd/yy)	Date contract away	arded (mm/dd/yy)				
Prime Contractor (has contract with the public agency) Prime's Phone Number	Date work com	pleted (mm/dd/yy)	Date Intent filed (mm/dd/yy)					
Prime's Contractor Registration Number Prime's UBI Number	Was <b>all</b> work s	ada a u tua ata 19	Intent ID # Did you use subcontractors?					
Number of Owner/Operators that own at least 30% of the company who will perform			Yes					
work on the project:	103	Ves" to either of the abo						
Did Employees Perform Work on this Project? □ Yes □ No If "Yes", please lis	fill out <b>Addendum B, List of Next Tier Subcontractors.</b> Job start date (mm/dd/yy)							
worker's craft/trade/occupation below.								
<b>Craft/trade/occupation and apprentices.</b> (For apprentices, give name, registration #, trade, dates of work on project, stage of progression, wage and fringe.	) Number of workers	Total # of hours worked – ea. trade	Rate of hourly pay	Rate of hourly fringe benefits				
ONLY								
Company Name	Indicate	total dollar amount						
		contract \$ (including Sales Tax.)						
Address	correct and that	I hereby certify that the information, including any addendum correct and that all workers I employed on this Public W		s Public Works				
City State ZIP+4		Project were paid no less than the Prevailing Wage Rate(s) determined by the Industrial Statistician of the Department of La and Industries						
Contractor Registration Number UBI Number	Title	Signat	ture					
Industrial Insurance Account Number								
Email address Phone Number		For L&I Use Only						
	Check Number:		<b>\$40</b> or <b>\$</b>					
For L&I Use Only	Issued		$- \phi + \phi = 0$	\$				
APPROVED: Department of Labor and Industries	By:		<b>40</b> 01 0	\$				
	Ву:		<b>•••••</b> •••	\$				
By	ву:			\$				

F700-007-000 affidavit of wages 05-08

**DO NOT SEPARATE FORMS PRIOR TO APPROVAL BY L&I** (White & canary copies must be submitted-canary will be retained by L&I <u>after</u> approval.)

#### INSTRUCTIONS TO COMPLETE THE AFFIDAVIT OF WAGES PAID

#### Starting in the upper right hand corner of the form:

#### \*Required Fields

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

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

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

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

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

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

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

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

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

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

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

Please note: this may not be the contractor who hired you – this is the general contractor who has the contract with the awarding agency. \*Date Work Completed: This is the date you completed work on the project. You cannot have a date in the future.

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

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

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

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

**\*Was all Work Subcontracted?:** If <u>all</u> work was performed by subcontractors, check the appropriate box.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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