



City of Tacoma, WA

**CITY OF TACOMA / CITYWIDE
REQUEST FOR PROPOSALS
MULTIPLE SITE JANITORIAL
SERVICES SPECIFICATION NO.
CT20-0151F**



**City of Tacoma
Citywide**

**REQUEST FOR PROPOSALS CT20-0151F
Multiple Site Janitorial Services**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, December 15, 2020

Submittal Delivery: Electronic and hard copy sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

By Carrier:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th Street
Tacoma, WA 98409

In Person:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities Administration Building North
Guard House (east side of main building)
3628 S 35th Street
Tacoma, WA 98409

By Mail:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
PO Box 11007
Tacoma, WA 98411-0007

Until further notice, public Bid Opening meetings have been cancelled.

Submittals in response to a RFP will be recorded as received. As soon as possible on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at 3 PM on November 12, 2020. An invite to this email will be posted as an addendum to this solicitation no later than Monday November 8, 2020.

Project Scope: The City of Tacoma (City), Tacoma Public Utilities (TPU) is seeking proposals from a qualified firm or qualified firms to provide janitorial services at multiple facilities including: Police, Fire, Water, Solid Waste, Power, Tacoma Municipal and others.

Estimate: \$3,500,000 approximate comprehensive value

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

Americans with Disabilities Act (ADA Information): The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tad Carlson, Senior Buyer by email to tcarlson@cityoftacoma.org

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



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

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SUBMITTAL CHECK LIST

- A. This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award.
- B. Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address.
- C. Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page at the front of this Specification or subsequent addenda.
- D. Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.
- E. **Please do not include the full RFP document as part of your submittal. Doing so may render your submittal non-responsive.**

The following items, in this order, make up your submittal package: <u>Other than the forms listed below, please do not include other pages or content from this RFP document.</u>		
1	Title Page (Section 3.02.1)	
2	Table of Contents (Section 3.02.2)	
3	Index of confidential information, if applicable (Section 3.02.3)	
4	City of Tacoma Forms (Appendix A) – No substitutions or alterations – Do not alter these forms or add them to letterhead paper or present cover letters or blank pages ahead of them. A. Signature Page (this form is intended to serve as the first page of your submittal after the Title Page and Table of Contents) B. Price Proposal Form C. Record of Prior Contracts D. EIC Forms	
5	Balance of information in Section 3.02 – Content to be Submitted (items 3.02.5 – 3.02.13)	
DELIVERY OPTIONS:		
Email Submittal Strongly Encouraged		
By Email: bids@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal		

By Carrier:

City of Tacoma Procurement & Payables Division
 Tacoma Public Utilities
 3628 S 35th Street
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In Person:

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By Mail:

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 Tacoma Public Utilities
 PO Box 11007
 Tacoma, WA 98411-0007

If Submitting Paper or Electronic Copies by Mail or In Person

Provide the following in a sealed envelope or package as indicated above in Submittal Check List item C.:

Paper Copies

- ❖ **One original copy** of your complete submittal, arranged as indicated in Sections 3.01 and 3.02.
- ❖ **One electronic copy of the completed Price Proposal Form** in Excel format.
- ❖ **Five copies** of the complete original submittal.

Clearly identify paper documents as original and copies.

Electronic Copies (USB drive, labeled with company name):

- ❖ **One electronic copy** of the complete submittal in either Word or PDF format, arranged as indicated in Sections 3.01 and 3.02. Provide the electronic copy as a **single file** rather than multiple individual documents.
- ❖ **One electronic copy of the completed Price Proposal Form** in Excel format.

NOTE: There should be two documents on the USB drive.

After award approval, the following will be required:

1	Contract (Appendix B)
2	Certificate of Insurance and applicable endorsements (Appendix B)
3	City of Tacoma business license, if applicable (Appendix C – See item 1.05 B. of the Standard Terms and Conditions)

4	Verification of Washington business license (Appendix C – See item 1.05 A. of the Standard Terms and Conditions)
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**REQUEST FOR PROPOSALS CT20-0151F
MULTIPLE SITE JANITORIAL SERVICES**

SECTION 1 – PROJECT OVERVIEW / CALENDAR / INQUIRIES

1.01 PROJECT OVERVIEW AND PURPOSE

- 1.01.1 The City of Tacoma (City) / Tacoma Public Utilities (TPU), Department is soliciting proposals to establish one or more contracts with qualified vendors to fulfill the City's needs for janitorial services at multiple City sites.
- 1.01.2 This solicitation may result in a single contract or multiple awards as determined by what is in the best interest of the City and the sites that will be served. The City reserves the right to make no award, if it is deemed to be in the City's best interest.
- 1.01.3 Submittals must comply with these specifications. Failure to comply with all provisions of the RFP may result in disqualification.
- 1.01.4 This solicitation may be found at www.tacomapurchasing.org: Navigate to *Contracting Opportunities / Services Solicitations*, scroll to this RFP and click the word *Specification*.

1.02 CALENDAR OF RFP EVENTS

- 1.02.1 The anticipated schedule of events concerning this RFP, which are tentative and may be altered at the City's sole discretion, is as follows:

Addendum with Webinar Information Posted	November 8, 2020
Pre-Proposal Webinar	November 12, 2020
Questions due, 3:00 p.m., Pacific Time	November 13, 2020
Questions and answers posted on or about	November 20, 2020
Site Visits	Nov 9 – Dec 8, 2020
Submittal deadline, 11:00 a.m., Pacific Time Interviews/ presentations/demonstrations, if conducted Public Utility Board/City Council consideration of award, if required	December 15, 2020 TBD January, 2020

1.03 SITE VISITS / QUESTIONS AND REQUESTS FOR CLARIFICATION

- 1.03.1 A pre-proposal meeting will be held Thursday, November 12, 2020. Note that unresolved questions are due the following day by 3 pm. An invite to this preproposal meeting will be posted as an addendum to this solicitation no later than Monday November 8, 2020. This meeting will primarily focus on how to respond to the solicitation procedurally.
- 1.03.2 Site Visits
- A. Appointment can be made by emailing tcarlson@cityoftacoma.org. Subject line of the email must be:

CT20-0151F Walk Through Appointment

- B. Walk through will begin on the hour and be 50 minutes in length. Times will be assigned starting at the 9am hour and continuing on the hour only so long as necessary to allow all interested parties to walk through.
- C. Attendees will be required to sign in acknowledging their attendance at walkthroughs.
- D. Site visit groups will be limited to five including host(s) and all present will be required to wear face coverings and temperatures may be taken prior to entry. Only one representative per company will be allow at each site.

Facility	Dates
Police Headquarters	11/9/2020
Harrison Range	11/10/2020
Substation – address	11/11/2020
Tacoma Municipal Building (TMB) and TMB North	11/12/2020
Municipal Services Center	11/13/2020
Fire EOC and Communications	11/16/2020
Fire Garage	11/17/2020
Fire Prevention	11/18/2020
Fire Training	11/19/2020
Fire MSOC	11/20/2020
Fire Headquarters	11/23/2020
Solid Waste Management	11/24/2020
South Service Center	11/25/2020
McMillan Reservoir	11/30/2020
Green River Headworks	12/1/2020
Beacon Activity Center	12/2/2020
Lighthouse Senior Center	12/3/2020
Parking Office	12/8/2020
Murray Morgan Bridge*	12/7/2020

*Meet at 1101 Dock Street (Marina Parking Lot)

1.03.3 Questions and requests for clarification of these Specifications may be submitted in writing by **3:00pm, November 13, 2020**, to Tad Carlson, Purchasing Division, via email to tcarlson@cityoftacoma.org.

- A. Please indicate the RFP specification number and title in the email subject line.
- B. Present your questions in MS Word format or directly in the body of the email message. Where applicable, cross reference the specific section of the RFP. Please avoid using tables to format the questions as they will be copied into a Word template. Please keep the formatting simple (e.g., Arial 11, flush left).

- C. Questions will not be accepted by telephone or fax.
- D. Questions marked confidential will not be answered.
- E. Questions will be held until the deadline and answered collectively.
- F. Individual answers will not be provided directly to Respondents.
- G. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- H. The City will not be responsible for unsuccessful submittal of questions.

- 1.03.4 Written answers to questions will be posted with the Specification on or about **November 13, 2020**, on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Services Solicitations*, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
- 1.03.5 To receive notice of the posted answers, you must register as a "[bid holder](#)" for this solicitation. Notices will not be sent if no questions are received.
- 1.03.6 The answers are not typically considered an addendum. (See Section 1.09)

1.04 ACCEPTANCE AND RESPONSIVENESS

- 1.04.1 Respondents agree to provide a minimum of 90 days from the submittal deadline for acceptance by the City.
- 1.04.2 Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

1.05 CONTRACT TERM

- 1.05.1 The Contract is intended to be for a three-year period with the option to renew the Contract for two additional one-year terms although the City reserves the right to award for a different term if price exceeds available budget.
- 1.05.2 This Contract shall remain open to additional purchases (interlocal, tag-on, and piggyback) by this or other agencies for the full Contract term.

1.06 PRICING

- 1.06.1 Pricing under any Contract resulting from this RFP shall be firm for the Contract period unless an adjustment is mandated by statute. See section 2.08 for information on prevailing wage.
- 1.06.2 Non-labor increase requests may be evaluated against various market conditions, including but not limited to:

- A. Consumer Price Index for Seattle - Tacoma - Bremerton, All Items 1982-84+100, for the comparable period.
- B. Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average Index for All Items, 1982-84=100, unadjusted (<https://www.bls.gov/cpi/data.htm>) for the comparable period.
- C. Demonstrable increase in cost to vendor.

1.06.3 Labor Prices – Subject to Prevailing Wages

- A. Labor prices must remain firm for the first year of the contract.
 - B. Labor prices will be adjusted in compliance with the State of Washington Department of Labor and Industries requirements for Prevailing Wages with regard to WAC 296-127-023 for all building service maintenance contracts. The prevailing wage rates in effect on the date bids are due to the City are the minimum prevailing wage rates that must be paid by Contractor for the first year of such contracts and thereafter. Contractor shall adjust wages to meet or exceed the most recent increases in prevailing wages, if any, each year after the first year of the contract period. The cost of the increases in the wages due employees shall be borne by the City.
- 1.06.4 If portions of a 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 a rate that is mutually agreed by both parties.
- 1.06.5 Submitted prices must include all labor and expenses, including travel, licenses, permits, B&O taxes, and any tools or costs required to service the account and complete this project.
- 1.06.6 Surcharges of any type will not be paid.
- 1.06.7 The City reserves the right to negotiate all costs/prices submitted.
- 1.06.8 By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial client.
- 1.06.9 During the term of this contract if Supplier enters in any other contract that provides lower prices, more favorable terms or greater benefit to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same prices terms and benefits to the City.
- 1.06.10 The City may award to other than the highest ranked Respondent if the price offered by Respondent is more than the budget available for this project.
- 1.06.11 Contractor shall extend the same services at City prices to participating public agencies in accordance with the Interlocal Agreement.

1.07 BUDGET

1.07.1 The amount budgeted for this project is \$3,500,000.

1.07.2 Submittals over the budgeted amount may receive reduced or zero points for “Fees and Charges / Value” in the Section 3.03 Evaluation Criteria or be dropped from consideration.

1.08 RESPONDENTS ORIGINATING OUTSIDE THE UNITED STATES

1.08.1 Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma’s City Attorney’s Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

1.09 REVISIONS TO RFP – ADDENDA

1.09.1 In the event it becomes necessary to revise any part of this RFP, addenda will be issued to [registered bid holders/planholders](#) and posted on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Services Solicitations*, and scroll to this RFP. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

1.09.2 Answers in response to RFP inquiries are not typically provided as an addendum. (See Section 1.03)

1.10 CITY CONTACT INFORMATION

1.10.1 All communications concerning this solicitation shall be directed via email to the Purchasing contact:

Tad Carlson / tcarlson@cityoftacoma.org

1.10.2 Any Respondent seeking to obtain information, clarification, or interpretations from a City official or City employee other than the Purchasing contact or other Purchasing staff member, or any external firm or agency, is advised that such material is used at Respondent’s own risk. The City will not be bound by any such information, clarification, or interpretation.

1.10.3 Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or other Purchasing staff member, or an individual approved in writing by a Purchasing staff member, or contact with a firm hired by the City to provide consulting services regarding this RFP, may be grounds for rejection of Respondent’s submittal.

1.10.4 NOTE: City employees and persons or firms representing the City will not contact you or seek to advise you on matters pertaining to this RFP, your submittal, or the City’s expectations regarding the proposed work other than as stated in the Request for Proposals documents.

SECTION 2 – PROJECT SCOPE

2.01 DEFINITIONS

- 2.01.1 Site Contract Administrator: City employee responsible for the administration of this Contract resulting from this RFP. Work performed under this Contract shall be under the direction of the Contract Administrator.
- 2.01.2 Contractor: Janitorial service firm, and its owners or contract managers, responsible for the performance of all Contractor employees to meet the terms of these specifications.
- 2.01.3 Contractor's Employees: Any and all Contractor and sub-contractor personnel in any and all positions.
- 2.01.4 Site Supervisor: Contractor's employee with authority and responsibility for services provided at City facilities.
- A. Site Supervisor 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.
 - B. Site Supervisor functions as the primary point of contact for the City, provides supervision and coordinates work of Contractor Employees, handles emergencies, and takes corrective action as necessary to meet contractual requirements.
 - C. Site Supervisor 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.
 - D. Site Supervisor may be a working janitor as long as sufficient time is available to provide proper supervision and guidance to other janitorial staff.
- 2.01.5 Janitor: Contractor's employee who performs all routine and heavy-duty cleaning tasks per the terms of these Specifications and resulting contract. This person may be a working Site Supervisor who has sufficient time to provide proper supervision and guidance to staff.

2.02 DESIRED QUALIFICATIONS

- 2.02.1 To be considered responsive, Respondent shall be qualified by having the experience, financing, and equipment to perform the work called for in these specifications and in keeping with the cumulative size of the projects bid on this specification. The City shall have the right to take such action as it deems necessary in determining Respondent's ability to perform the work satisfactorily.
- 2.02.2 To be considered responsive, Respondent shall not have had a contract terminated due to default. Termination for default is defined as notice to stop performance that 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 Respondent has had a contract terminated due to default it must be disclosed in the Executive Summary (See section 3.02.5 N.)

2.03 SCOPE OF WORK

2.03.1 Facility Information

A. Tacoma Police Department Headquarters

- a. Number of Buildings: 2
- b. Service addresses:
 - i. Headquarter
3701 S Pine St
Tacoma, WA 98409
 - ii. Warehouse
3639 S Pine St
Tacoma, WA 98409
- c. See letter A in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

B. Harrison Range

- a. Number of Buildings: 1
- b. Service address:
101 McMurray Rd NE
Tacoma, WA 98422
- c. See letter B in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

C. TPD Sector 1

- a. Number of Buildings: 1
- b. Service address:
1524 Martin Luther King Wy
Tacoma, WA 98405
- c. See letter C in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

D. TPD Sector 2

- a. Number of Buildings: 1
- b. Service address:
5140 N. 26th St
Tacoma, WA 98407

- c. See letter D in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

E. TPD Sector 3

- a. Number of Buildings: 1
- b. Service address:
1501 S. 72nd St
Tacoma, WA 98408
- c. See letter E in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

F. TPD Sector 4

- a. Number of Buildings: 1
- b. Service address:
400 E. 56th St.
Tacoma, WA 98404
- c. See letter F in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

G. TPD Sector NE

- a. Number of Buildings: 1
- b. Service address:
4731 Norpoint Way NE
Tacoma, WA 98422
- c. See letter G in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

H. Tacoma Municipal Complex

- a. Number of Buildings: 2
- b. Service addresses:
 - i. Tacoma Municipal Building
747 Market St
Tacoma, WA 98402
 - ii. Tacoma Municipal Building North
733 Market St
Tacoma, WA 98402

- c. See letter H in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.
- I. Municipal Services Center
 - a. Number of Buildings: 1
 - b. Service address:
1224 S K St
Tacoma, WA 98408
 - c. See letter I in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.
- J. Fire Communications and EOC
 - a. Number of Buildings: 2
 - b. Service addresses:
 - i. Fire Communications
415 Tacoma Ave S
Tacoma, WA 98402
 - ii. Emergency Operations Center
420 S Fawcett
Tacoma, WA 98402
 - c. See letter J in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.
- K. Fire Garage
 - a. Number of Buildings: 1
 - b. Service address:
3401B S Orchard St
Tacoma, WA 98466
 - c. See letter K in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.
- L. Fire Prevention
 - a. Number of Buildings: 1
 - b. Service address:
3471 S 35th St
Tacoma, WA 98409

- c. See letter L in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

M. Fire Training

- a. Number of Buildings: 1
- b. Service address:
2124 Marshall Ave
Tacoma, WA 98421
- c. See letter M in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

N. Fire MSOC

- a. Number of Buildings: 1
- b. Service address:
3301 Ruston Way
Tacoma, WA 98402
- c. See letter N in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

O. Fire Headquarters

- a. Number of Buildings: 1
- b. Service address:
901 Fawcett Ave
Tacoma, WA 98402
- c. See letter O in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

P. Solid Waste Management

- a. Number of Buildings: 4
- b. Site address:
3510 S Mullen St
Tacoma, WA 98409
- c. See letter P in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

Q. Murray Morgan Bridge

- a. Number of Buildings: 1

- b. Site address:
1101 Dock St
Tacoma, WA 98402
- c. See letter Q in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

R. Tacoma Power – South Service Center (Kevin Kelley)

- a. Number of Buildings: 2
- b. Service Address:
3002 224th St E
Spanaway, WA 98387
- c. See letter R in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

S. Tacoma Water – McMillin Reservoir Operations Building

- a. Number of buildings: 1
- b. Service Address:
13004 Reservoir Road E
Puyallup, WA 98374
- c. See letter S in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

T. Tacoma Water – Green River Headworks Operations Center

- a. Number of Buildings: 1
- b. Service Address:
36932 SE Green River Headworks Road
Ravensdale, WA 98051
- c. See letter T in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

U. Beacon Activity Center

- a. Number of Buildings: 1
- b. Service Address:
415 S 13th St
Tacoma, WA 98402

- c. See letter U in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

V. Lighthouse Senior Center

- a. Number of Buildings: 1
- b. Service Address:
5016 A St,
Tacoma, WA 98408
- c. See letter V in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

W. Parking Office – City Only

- a. Number of Buildings: 1
- b. Service Address:
942 Pacific Ave
Tacoma, WA 98402
- c. See letter W in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

X. Parking Office – Full building

- a. Number of Buildings: 1
- b. Service Address:
942 Pacific Ave
Tacoma, WA 98402
- c. See letter X in Section 4 Technical Specification for site specifics, cleaning frequencies and special needs.

Y. Citywide On Call Emergency Services Only

If bidding on Citywide Emergency Services Only, service will need to be available at all above site addresses. Quoted price will be valid at all sites except those called out by vendor on Price Proposal Form: For exception sites, provide mobilization fee on Price Proposal Form but otherwise hourly rates will be consistent with those for other sites.

2.04 DELIVERABLES

- 2.04.1 Contractor shall be obligated to fulfill the services detailed in this RFP in a timely and professional manner in keeping with established standards of the industry. These specifications 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 City of Tacoma staff and visitors.

2.04.2 Contractor shall not assign performance of any contract work by subcontract unless Equity in Contracting requirements are satisfied or waiver is approved. See appendix A for EIC forms and appendix C for more information on EIC.

2.04.3 Cleaning task minimum acceptable standards.

A. Vacuum Carpet and Spot Cleaning

Thoroughly vacuum all carpeted areas. 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. **A motor driven Commercial grade vacuum with HEPA filtered exhaust or equipment that meets these standards is required and must 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.

B. Dust Mop

Thoroughly dust mop all non-carpeted areas. 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 Sections J and K. Place dust and dirt into plastic trash bag, tie off and remove to Dumpster.

C. Microfiber Spray Mop

Thoroughly Microfiber Spray mop all non-carpeted areas. Remove all visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces.

Microfiber Spray 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 Microfiber mop head that is in good condition and free of odor. Microfiber head must be only damp. No excess water can be left behind. Approved proper products must be used at all times. Upon completion of the Microfiber Spray 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 Microfiber spray 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.

D. Wet Mop

Only use wet mopping in case of a large spill or to clean up abnormal conditions. (All routine and daily mopping is to be done with Microfiber

Spray mop) Do not use wet mop application unless specifically directed to do so through the approval of the Contract Administrator.

Thoroughly wet mop spill area. Remove all visible dirt and debris, wads of gum, tar and foreign substances from the floor surfaces. Wet mop under all easily movable objects with the spill area (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 and free of odor. 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.

E. 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 Sections H and I.
- b. When damp wiping in toilet areas, use a multi-purpose disinfectant/deodorizer. See Sections H and I.

F. Empty Waste Receptacles

Empty all containers that are provided for the disposal of waste, e.g., 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. Remove and replace trash liners weekly or more often when soiled. Waste containers in restrooms, break rooms, lunchrooms and conference rooms must be inspected and changed as needed. Blue recycle containers must be wiped clean inside and

out. Follow all recycling directives and protocols. Inspect recycling bins for garbage and contaminated conditions, in the event of recycle bin contamination – materials must be disposed of properly and tracked in communications book.

G. 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 not 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 shelves 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 approved disinfectant solution. Buff dry to a streak, smear and smudge free "shine." Leave seats in a raised position.

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. Microfiber Spray Mop – Disinfectant

Thoroughly Microfiber mop all non-carpeted areas using a clean, designated restroom Microfiber mop. Microfiber mop under all easily movable objects (chairs, waste receptacles, tables on wheels, boxes, etc.). Be sure to replace all items after. Microfiber Mop head must be changed out as necessary. 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 microfiber mop floor with approved disinfectant solution. Allow to air dry.

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.

H. 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.

I. Replace Carpet Runners (as applicable)

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

J. 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.

K. Stainless Steel /Brass Cleaning (Lobby Bell, 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.

L. 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, stairways, all tower areas, lobbies, waiting areas, conference rooms, or any area so designated by the Contract Administrator.

M. Carpet Extracting

Perform vacuuming, and shampooing with commercial grade equipment only.

All carpeting must be thoroughly cleaned as follows:

- a. All movable items must be removed from area(s) to be cleaned (e.g., 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 manufacturer's specifications.
- c. Thoroughly extract all properly pretreated carpeted areas. Agitation is necessary, using an approved motor driven brush. 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.

N. Spray Buff Hard Floors

Hard floor must be properly prepared before spray buffing:

- a. Remove carpet runners
- b. Dust mop
- c. Microfiber mop
- d. 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.
- e. 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.
- f. 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.
- g. Floor shall be dust mopped after scheduled spray buffing is completed.
- h. Replace carpet runners.

O. Strip and Refinish

- a. Close and properly mark area "closed." Remove all movable objects from area.
- b. Apply approved stripping solution at approved dilutions to area to be stripped.
- c. 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.

- d. Thoroughly agitate all floor area to remove all old finish with approved strippad.
- e. Use wet vacuum to pick up old finish and stripper.
- f. Thoroughly mop rinse areas with clean cotton mop and clean water. Make sure walls, doors, baseboards, etc., are also thoroughly rinsed.
- g. 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.
- h. Allow floor to air dry.
- i. If any old finish remains, repeat "a" through "f".
- j. Continue "a" through "g" until scheduled area is properly stripped and/or rinsed.
- k. 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.
- l. Apply second coat of sealer as described in immediately above. Allow sealer to thoroughly dry.
- m. Apply top coating and second coat of approved floor finish.

P. Scrub - Restroom Floors/Hard Surface Stairwell Floors

- a. Close restrooms. Remove all movable objects from area
- b. Apply approved cleaning solution at approved dilution to area to be scrubbed. Do not allow solution to dry.
- c. Quickly agitate small section coated with solution with approved stiff bristle brush. Be sure grouting is clean.
- d. Use wet vacuum to pick up dirty solution.
- e. Thoroughly mop rinse area with clean cotton mop and clean water. Make sure all walls, doors, etc., are also thoroughly rinsed.
- f. 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.

- g. After floor is thoroughly dry, replace all objects moved from area. Remove signs and reopen.
- h. Scrub all walls including partitions.

Q. 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.

R. Dusting

- a. 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.
- b. 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.
 - Leave no dust streaks.
 - Leave corners, crevices, molding and ledges free of dust and cobwebs.
 - Leave no oil spots or smudges on dusted surfaces caused by dusting tools.
- c. Horizontal surfaces include, but are not limited to, counter tops, file cabinets, tables, coat-racks, etc. Telephones, etc., must be lifted and dusted under. Do not disturb work papers.
- d. Dusting high and low includes, but is not be limited to, partition tops, pictures, chair rungs, etc.
- e. Dust or lightly vacuum window hangings.

S. Remove Recyclable Paper

Pick up all recyclable paper from marked containers located throughout each building and remove to designate outside containers. Be sure to inspect all containers for contaminants, if contaminants are present then contents must be disposed of as garbage. Do not attempt to sort container contents.

T. Clean Air Returns and Supply Vents

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

U. Lobby and Trailer Glass Cleaning

Glass Cleaning is a part of the overall task of lobby and trailer cleaning. Glass cleaning shall be performed as specified. It is expected that all lobby and trailer glass, including 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 or window to accomplish clean glass.

V. 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.

W. Vacuum fabric modular walls and fabric chairs (upholstered furniture)

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

X. Emergency clean up/additional services

- a. The unit contract items are meant to include all work consistent with standard industry practices. Therefore, any items of work that are required but are not specifically called out in these specifications shall be considered as incidental to the contract.
- b. The Site 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.
- c. At times, sites will require emergency cleaning services to respond to vandalism or unsafe conditions such as graffiti or human waste. When such a condition arises, site administrator will contact vendor.
- d. Price Proposal Form both when vendor is on site and outside of normal

e. Covid-19 Emergency Cleaning

See attached specification in section 2.04.6.

Y. Scheduled services

Each building shall have a schedule of periodic cleaning approved by the assigned Site Contact Administrator. This schedule will be negotiated as part of the contracting process.

Z. Hazardous Conditions

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 Site Contact Administrator in writing via the site communication book or e-mail.

2.04.4 Grouped Cleaning Specifications

A. DAILY SERVICES: EACH DAY FACILITY IS OPEN

1. ROOM CLEANING – Office Areas, Work Rooms, Break Rooms, Conference Rooms, Kitchen Areas

- a. Empty waste and recycling receptacles and remove to designated area.
- b. Wash or damp wipe, inside and outside, all waste and recycling receptacles presenting a soiled or odorous condition.
- c. Replace trash can liners weekly or more often as necessary when torn or noticeably soiled.
- d. Empty and clean ash receptacles and sift-clean sand-type receptacles located outside the building.
- e. Dust mop and Microfiber mop all non-carpeted floors, including stairwells. Use designated mop for kitchen and break room. Bathroom mops WILL NOT, in any way, be used in any other areas other than restrooms.
- f. Thoroughly vacuum all carpeted floors including corners, stairs, and underneath partitions each and every day. (Refer to General Definitions for quality of care expected.)
- g. Spot clean all carpeted areas.
- h. Clean all mats and runners by best means. Replace and/or straighten all mats and runners that have been moved.

- i. Move all chairs and clean floor area underneath and replace chairs in proper place.
- j. Wipe and disinfect kitchen counter areas including electrical outlets, light switch plates, and under all appliances.
- k. Wipe and disinfect all kitchen appliances.
- l. Clean and rinse kitchen area sinks.
- m. Clean and disinfect all water dispensers.
- n. Clean and polish all stainless steel sinks and appliances.

2. RESTROOMS

- a. Clean and sanitize all units. Clean pipes beneath all sinks.
- b. Clean mirrors and counters, polish chrome and stainless steel.
- c. Refill dispensers.
- d. Empty and disinfect all sanitary napkin receptacles.
- e. Sweep and Microfiber mop, with designated restroom mops, floors with an approved product paying special attention around wash bowls, toilets and urinals.
- f. Empty waste receptacles.
- g. Clean switch plate covers, door handles and kick plates with approved disinfectant.
- h. Maintain floor drains so they are free of odor.
- i. Clean and sanitize toilets and urinals inside and out.

B. WEEKLY SERVICE

- 1. ROOM CLEANING - Office Areas, File Rooms, Conference Rooms, Kitchen Areas
 - a. Dust high and low, including clocks, all surfaces on which dust gathers
 - b. Dust/vacuum window hangings.
 - c. Clean all cleared desk and counter top areas with approved desk/counter cleaner. Do not move or disrupt items left on counter top areas.

- d. Remove all cobwebs, high and low, clean baseboards.
- e. Clean, spray wax, and buff all vinyl composite floors.
- f. Thoroughly clean and scrub by agitation (with hand brush or mechanical machine) all ceramic tile surface floors.
- g. Clean by most appropriate means all lobby and conference room furniture.
- h. Clean all carpeted areas of heavy traffic showing noticeably greater soil than general area.
- i. Vacuum exposed air bars, vents and heating outlets.

2. RESTROOMS / LOCKER ROOMS

- a. Clean partition walls and doors with approved product, making sure to thoroughly rinse.
- b. Clean and buff vinyl composite 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. Clean walls around and behind sinks, waste receptacles, urinals and toilets.
- e. Dust radiators, grills, ledges, etc.

C. PERIODIC CLEANING

1. FLOORING TOTAL CLEANING – AS PRESCRIBED BY FACILITY

- a. 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 Site contract administrator and Contractor.
- b. Carpeted surfaces to be extracted shall include all carpeted surfaces, including stairs, step-up, and step-down surfaces.
- c. Contractor employee shall notify Site Contact Administrator of seams unraveling or separations in carpets.
- d. Air movers shall be used on carpeted flooring in traffic areas during the carpet cleaning extraction process to help dry the carpet.

- e. Carpets shall be free of all debris before extraction process commences.
- f. Pre-spotting shall most likely be necessary. Pre-spot spots only, not entire carpet surface.
- g. 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, miscellaneous plants, etc. All moved items moved shall be replaced to original positions, after cleaning.

2. FLOORING TOTAL CLEANING – AS PRESCRIBED BY FACILITY

- a. All resilient flooring surfaces shall be refinished. Schedule will be set by mutual agreement by the Site Contract Administrator and Contractor.
- b. Use all necessary and proper equipment to complete the work per each flooring type.
- c. Properly close off areas that are to be refinished using appropriate “Wet Floor” signs or approved alternative.
- d. 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.
- e. Depending on product used, floor may not need to be buffed before one week’s
- f. time from the time the floor was refinished.
- g. 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.

3. WINDOW TOTAL CLEANING – AS PRESCRIBED BY FACILITY

- a. All windows shall be cleaned on the interior by the Contractor as part of the regular janitorial maintenance service on each facility.
- b. 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.

- c. Window shall be free of streaks, spots, and soiling.
- d. Frame around the window shall be cleaned at the time of the cleaning of the window. All cobwebs and soiling shall be removed.
- e. 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.
- f. Care shall be taken as to not damage any furnishings surrounding the window.
- g. 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.
- h. Replace window blind to original position.

2.04.5 Covid-19 Emergency Cleaning Specification (Spec courtesy of ServePro)

About Coronavirus:

According to the U.S Center of Disease Control (CDC), coronavirus (CoV) are a large family of viruses that cause illness ranging from the common cold to more severe diseases such as Middle East Respiratory Syndrome (MERS-CoV) and severe Acute Respiratory Syndrome (SARS-CoV). A novel coronavirus (nCoV) is a new strain that has not been previously identified in humans. CDC is responding to an outbreak of respiratory disease caused by a novel (new) coronavirus that was first detected in Wuhan City, Hubei Province, China and which has now (as of this publication) been detected in 60 locations internationally, including cases in the United States. The virus has been named "SARS-CoV-2" and the disease it causes has been named "coronavirus disease 2019" (abbreviated "COVID-19). The CDC has setup a Coronavirus Disease 2019 (COVID-19) Situation Summary page to provide updated information as it becomes available, in addition to updated guidance.

The CDC has also provided information about how the virus potential spreads. This is important knowledge for those creating cleanup plans for individual buildings and facilities. According to the CDC, their current understanding about how COVID-19 spreads is largely based on what is known about similar coronaviruses. COVID-19 is a new disease and there is more to learn about how it spreads, the severity of illness it causes, and to what extent it may spread in the United States. The virus is thought to spread mainly from person-to-person. This could be between people who are in close contact with one another (within 6 feet) or through respiratory droplets produced when an infected person coughs or sneezes. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. It may be possible that a person can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or possibly their eyes, but this is not thought to be the main way the virus spreads.

Cleaning/Sanitizing/Application of Disinfectant

It is important for all parties to understand the different levels of cleaning that may or may not be possible for each surface. All surfaces can be cleaned, many surfaces can be sanitized, and some surfaces can be disinfected.

The three main levels of microbe control are:

General Surface Cleaning – physically removes visible dirt, organic matter, viruses, fungi, and bacteria. General surface cleaning is accomplished with water, detergent, and physical scrubbing of the surface. The guiding principal is to remove microbes if possible, rather than kill them (with a sanitizer or disinfectant). In addition, thoroughly cleaning a surface can reduce the need to disinfect because without the nutrients and moisture needed to survive and multiply, most microbes cannot live on clean surface for very long.

Sanitizing – reduces but does not necessarily eliminate all the bacteria on a treated surface. Sanitizers do not have claims for viruses or fungi. To be registered sanitizer, the test results for a product must show a reduction of at least a 99.9% in the number of each type of bacteria tested on non-food-contact surfaces. Examples of non-food-contact sanitizers include carpet sanitizers, air sanitizers, laundry additives, and in-tank toilet bowl sanitizers.

Application of Disinfectant – works by using chemicals to kill germs on surfaces. This process does not necessarily clean dirty surfaces or remove germs. Disinfecting destroys or irreversibly inactivates infectious or other undesirable microbes, but not necessarily the spores of bacteria and fungi. The number of microbes killed during a disinfecting process will vary, depending on the specific chemical and how it is used.

Proactive Cleaning Protocol

This proactive cleanup protocol involves cleaning and application of disinfectant at a facility where there are NO active known threat of SARS-CoV-2 contamination or exposure. This would be a proactive cleaning action driven from current, active events. In this scenario, the facility can be cleaned using the general guidelines provided with-in this document. Please note that these are general guidelines only. Building and spaces differ greatly. Each location will require individual planning.

The structure would not be protected from future SARS-CoV-2 contamination if infected person was to enter and occupy the building.

Non-porous high touch surfaces will be **Cleaned** using a detergent **prior to application of disinfectant** and using an EPA registered disinfectant following the manufacturer's instructions for concentration, application method and contact time.

Non-porous high touch surfaces to be **Cleaned and Disinfectant Applied** by vendor are: (Desk tops, counter tops, hand rails, desk pulls, cabinet pulls, doorknobs, light switches, blind adjusters, keyboards, computer mouse, handrails, sinks, sink hardware, soap dispensers, toilet hardware, paper dispensers, and stall doors.)

Person Under Investigation (PUI)/Confirmed Case Protocol

The CDC encourages cleaning of high touch surfaces such as counters, tabletops, doorknobs, bathroom fixtures, toilets, phones, keyboards, tablets, and tables at minimum prior to disinfectant being applied. These same surfaces are mentioned in the CDC's guidance for commercial spaces as well.

Cleaning removes the soil and dirt that harbors the infectious agent, while the application of disinfectant kills environmental pathogens. Cleaning of visibly dirty surfaces followed by application of disinfectant is best practice measure for prevention of COVID-19 and other viral respiratory illnesses in community settings.

This cleanup scope involves two types of cleaning protocols.

High Touch Cleanup: Cleanup of high touch surfaces is required for a situation involving a person who is suspected to have COVID-19 or a Person Under Investigation (PUI); which is someone who is involved in a quarantine situation or has come in contact with someone who has been in a quarantine situation, or has come in contact with someone testing positive. This includes cleaning and application of high touch nonporous surfaces and cleaning and sanitizing of high touch porous surfaces.

Enhanced Cleanup: Enhanced cleanup is required for an area in which a person who has been confirmed for COVID-19 has inhabited. This includes cleaning and application of disinfectant of all nonporous surfaces and cleaning and sanitizing of all porous surfaces. This enhanced cleaning includes walls up to 8 feet but excludes ceilings.

Vendor shall fog all areas outlined in the provided floor plan with an EPA registered disinfectant in the referenced facilities.

- 2.04.6 Vendor will provide all equipment and supplies required for all cleaning tasks laid out in the specification with the exception of those that have indicated otherwise in their technical specifications (Section 4)

2.04.7 Security and Access Control

- A. Access Control and Background investigations are required for all personnel entering onto real properties of the City of Tacoma. The awarded contractor is required to have a background investigation completed for all employees selected to work on-site at the City of Tacoma. 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 Site Contract Administrator. Only individuals that pass a background check will be eligible to work on these premises.
- B. Keys (if necessary) to the building will be furnished by Site Contract Administrator. Any such keys shall not be duplicated.
- C. The Site Contract Administrator 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 Site Contract Administrator or designee.

- D. 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 Site Contact Administrator). 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. 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.
- E. 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.
- F. 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.
- G. 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.

2.04.8 Equipment and Supplies

A. Vendor Provided Equipment and Supplies

1. **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 included with your submittal.** (Appendix A) The City reserves the right to accept or reject these items. An acceptable substitute must be immediately furnished for any rejected item.
2. The Contractor must furnish and install all consumable products such as, but not limited to, hand soap, paper towels, toilet tissue, etc., pursuant to the requirements of this section.
3. The Contractor must furnish all cleaning supplies.
4. The use of any powdered scouring cleaners is expressly prohibited.
5. The Contractor must furnish all power equipment such as floor machines, vacuum systems, carpet cleaning systems, etc., and all other equipment.
6. 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.

7. 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.
8. 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.
9. The Contractor must meet the following powered equipment specifications:
 - a. 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.
 - b. Carpet extraction equipment must meet at a minimum the Carpet and Rug Institute Bronze Seal of Approval.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. Powered scrubbing machines must be equipped with a control method for variable rate dispensing to optimize the use of cleaning fluids.

B. Environmentally Preferable Cleaning Products and Supplies

1. For the following categories of cleaning products and supplies, the Contractor shall use only environmentally preferable products:
 - a. General-purpose cleaners, floor cleaners, bathroom cleaners, glass cleaners, and carpet cleaners;
 - b. Floor finishes and floor strippers;
 - c. Liquid hand soap; (Ivory Liquid)
 - d. Toilet tissue 2 PLY ONLY and facial tissue;

- e. Paper towels STRONG WHITE, ONLY for all types of dispensers and napkins.
2. 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; or DfE (EPA's Design for the Environment). Product lists submitted by Respondents **will be** referenced against product lists from the certification agencies.

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

- a. Green Seal (GS-01, 09, 37, 40, 41) www.greenseal.org
- b. EPA Design for the Environment www.epa.gov/dfe

Note: Material Safety Data Sheets shall be provided to the City after award but prior to the start of work. As stated immediately above, products must be certified through one of the two 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.

- 3. 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.
- 4. Plastic trash can liners shall contain a minimum of 10% post-consumer recycled content.
- 5. Contractor will not use indoor air fresheners and urinal/toilet inserts unless requested to do so by the Contract Administrator. If required to do so, fresheners will not contain phthalates or VOCs.
- 6. General Cleaning Protocols
 - 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:

- 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 (e.g., 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.
1. 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 – Contractor 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 two 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.

2.04.9 Professionalism

Contractor shall employ personnel capable of fulfilling the requirements of this contract in a professional manner and shall provide a training and development plan for Contractor personnel as necessary to meet this requirement, if requested.

2.05 INSURANCE

- 2.05.1 City of Tacoma standard insurance requirements apply (Appendix B.)
- 2.05.2 Respondents are encouraged to furnish requirements to their surety for review prior to providing a submittal.

2.06 EQUITY IN CONTRACTING

Appendix C

2.07 LOCAL EMPLOYMENT APPRENTICESHIP PROGRAM (LEAP)

- A. Individual Contract Ranging from \$250,000 - \$1,000,000 will be subject to:
15% Local Employment Utilization Goal (Appendix C).
- B. Individual Contract Above \$1,000,000 will be subject to:
15% Local Employment Utilization Goal
15% Apprentice Utilization Goal (Appendix C)

2.08 PREVAILING WAGE

2.08.1 Prevailing Wage Rates

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

The project site is located in Pierce and King County.

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

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

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

Look up prevailing rates of pay, benefits, and overtime codes from this link:
<https://secure.lni.wa.gov/wagelookup/>

2.08.2 Required Documents

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

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.

SECTION 3 – SUBMITTAL FORMAT, CONTENT, EVALUATION, AWARD

3.01 FORMAT AND PRESENTATION

- 3.01.1 Submittals should be clear, succinct, and should comply with these specifications.
- 3.01.2 The inclusion of standard company brochures or similar marketing materials is discouraged and will not be evaluated and may not be used in lieu of providing responses to Section 3.02 Content to be Submitted immediately below.
- 3.01.3 A full and complete response to each of the “content to be submitted” items (Section 3.02) is expected in a single location; do not use hyperlinks to other documents or cross reference to another section of your submittal document in lieu of a full response.
- 3.01.4 Required format:
 - Page size: 8.5” x 11” (no pages larger or smaller than this size)
 - Margins: 0.75” or greater
 - Font and size: Arial 10 (or equivalent) or larger
 - Numbered pages: Please number all pages in your submittal documents
- 3.01.5 For purposes of review and in the interest of the City's sustainable business practices, Respondents are encouraged to **print/copy on both sides of a single sheet of paper** wherever possible. The City encourages the use of materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.
Note: Electronic submittals are highly encouraged.
- 3.01.6 The City prefers the use of **recyclable 3-ring binders** to allow reviewers to remove specific pages/sections. Please do not use gum or spiral bindings. The use of materials that cannot be easily recycled such as PVC (vinyl) binders, spiral bindings, glossy paper, and plastic or glossy covers or dividers is discouraged.

Note: Electronic submittals are highly encouraged.

- 3.01.7 Color is acceptable, but content should not be lost by black-and-white printing or copying.
- 3.01.8 Submittal organization, completeness, structure, and readability will be evaluated. (See Section 3.03.10)

3.02 CONTENT TO BE SUBMITTED

Provide complete and detailed responses to all items using the numbering format presented below. Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

Submittals that are incomplete or conditioned in any way, contain alternatives or items not called for in this RFP, or are not in conformity with law, may be rejected. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

3.02.1 Title Page

- A. The Title Page is to be a single sheet of paper. Include the following on the Title Page:
 - 1. RFP number and title
 - 2. Firm name, address, website address, telephone number, and email address
 - 3. Name, title, email address, and telephone number of the person to contact with questions or issues regarding your proposal/submittal.
 - 4. NOTE: Notifications regarding award will be sent to the email address provided on the Signature Page.

3.02.2 Table of Contents

- A. Identify information included in your submittal by section as described in Section 3.02.

3.02.3 Confidential or Proprietary Information

- A. Information that is confidential or proprietary must be clearly marked on each affected page.
- B. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. (Appendix C – See item 1.06 of the Standard Terms and Conditions)

C. Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.

3.02.4 City of Tacoma Forms (Appendix A)

- A. Do not alter these forms in any way or add them to letterhead paper or present cover letters or blank pages ahead of them.
 - 1. Signature Page - The Signature Page must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.
 - 2. Price Proposal Form
 - 3. Record of Prior Contracts – Please include all projects of similar scope in the last six months but not fewer than five consecutive projects.
 - 4. EIC Forms

3.02.5 Executive Summary

- A. Introduction and overview of your submittal/proposal.
- B. A description and explanation of your underlying philosophy in fulfilling this scope of work.
- C. A short history and description of your firm, including organizational structure, areas/regions served, number of employees, number of years in business under current and previous names, including DBAs (doing business as), etc.
- D. Background information of the parent company, if any.
- E. Presence, if any, in Puget Sound/Pacific Northwest region.
- F. Location of the office from which this work will be performed.
- G. Documentation of corporate status and business licenses.
- H. Name, title, email address, and telephone number of the person authorized to execute a contract on behalf of Respondent.
- I. Name, title, email address, and telephone number of the person who will be managing this Contract on behalf of Respondent.
- J. Disclose any affiliations or alliances that are in place with utility companies, software organizations, or other related firms.
- K. List any current or known forthcoming business ventures or related transactions such as proposed sale of company, buy-outs, acquisitions, mergers, new investors, etc., that may impact the business partner relationship with the City of Tacoma.
- L. Disclose involvement in any business litigation in the past five years, including whether your firm has, for legal reasons, been removed from a contract or failed to complete a contract as assigned.

- M. Provide a statement regarding your firm's financial fitness for successfully completing this work. Disclose any past, planned, or anticipated bankruptcy filings or proceedings.
- N. Disclose any contract terminated due to default as described in section 2.02.2.

3.02.6 Qualifications/Experience of Firm

- A. Describe your firm's background, qualifications, and relevant experience as related to this Scope of work. Include work that involves public agencies.
- B. If your firm's response is for specific locations and not intended to present a bid for all locations, identify here which locations your firm is targeting with this bid.
- C. Additional information that will enable the City to evaluate the capabilities, track record, and financial stability of your firm may be provided here. (Optional)

3.02.7 Qualifications/Experience of Key Personnel Assigned to this Project

The personnel presented must be committed to this project for the expected term of the Contract.

- A. List key personnel that will manage and work this project including the relevant background and experience of each staff member you propose to assign to this project.
 - 1. Include a brief biography or resume outlining the experience of each person that will be involved in this Scope of Work.
 - 2. Indicate the role(s) each individual will be assigned and the relative amounts of time that will be allocated. For example, clearly identify those that will be directly involved in managing the work vs those who would act as a support resource.
- B. Describe how these staff will work as a team to accomplish this scope of work.
- C. How many projects have this team worked on together?
- D. Describe the projects, including the staffing structure and dates, where the proposed staff previously worked as a team.
- E. Describe when, where, and for how long this team previously worked together. For example, specific projects, length of project, etc.

3.02.8 Employee Benefit Package

- A. Enter this information on the Price Proposal Form

3.02.9 Project Approach

- A. Describe the approach you would use to prepare for and conduct the Scope of Work requirements of this RFP.

- B. Describe the quality assurance procedures used by your firm.
- C. Describe the City resources you require to complete the Scope of Work requirements of this RFP

3.02.10 Sustainability

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

3.02.11 References

- A. Provide three or more recent client references able to verify your firm's overall expertise for this scope of work. Ensure references are for projects of a size similar to that of the collective of facilities your firm has bid on this RFP. Include public agencies, electric utilities, as applicable. The clients should have worked with your firm within the last five years. For each reference provide the following information:
 - 1. Company name and description of primary business
 - 2. Website address, if applicable
 - 3. Contact person(s) and title
 - 4. Address
 - 5. Phone number
 - 6. Email address
 - 7. Project description or description of services provided
 - 8. Dates of service

3.02.12 EPayables Acceptance – Credit Card Acceptance – EFT/ACH Acceptance

- A. EPayables (Payment Plus)

Provide a statement regarding your ability to accept payment by ePayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. This information is not a

consideration in the evaluation. (Appendix C – See item 1.41 of the Standard Terms and Conditions)

B. Credit Card Acceptance

Provide a statement regarding your ability to meet the City's credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation. (Appendix C – See item 1.41 of the Standard Terms and Conditions)

C. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH) Acceptance

Provide a statement regarding your ability to accept payment by electronic funds transfer (EFT) by Automated Clearing House (ACH). This information is not a consideration in the evaluation. (Appendix C – See item 1.41 of the Standard Terms and Conditions)

3.02.13 Exceptions

- A. Detail exceptions to RFP content by section number and elaborate on proposed resolution(s) to any technical, functional, cost, or other issues. If there are deviations from the published Scope of Work (See Section 2), clearly identify or otherwise highlight the substitution.
- B. Detail proposed exceptions, if any, to City of Tacoma Standard Terms and Conditions (Appendix C).
- C. Detail proposed alternate forms of contract or exceptions, if any, to the City of Tacoma Contract (Appendix B).
- D. The City reserves the right to accept, reject, and/or negotiate any proposed change(s) to the scope, terms and conditions, or other provisions of this RFP.

3.03 EVALUATION CRITERIA

- 3.03.1 A Selection Advisory Committee (SAC) will review and evaluate the submittals. Additionally, the SAC may conduct interviews of, or request presentations-demonstrations by, selected or short-listed Respondents before final selection is made. (See Section 3.04)
- 3.03.2 The SAC may use references to clarify and verify information in submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- 3.03.3 The City may award to other than the highest ranked submittal or Respondent if the price submitted is determined to be more than generally accepted industry standards or the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor or a request for hourly rates does not require the City to select the Respondent submitting the lowest cost.

- 3.03.4 The City reserves the right inspect the facilities or project sites of selected Respondents where work under this Contract will be performed.
- 3.03.5 Respondents may be asked to provide their most recent audited financial statements demonstrating Respondent's financial ability to meet the requirements of any Contract that may result from this RFP.
- 3.03.6 An incomplete response or no response may result in a score of zero for that criterion.
- 3.03.7 A serious deficiency in any one criterion, including excessive cost or costs over the budgeted amount, may be grounds for rejection.
- 3.03.8 The final selection will be that submittal or Respondent which, after review and potential on-site visits, interviews/presentations/demonstrations, reference checks, and best and final offers (BAFO), if requested, in the sole judgment of the City, best meets the requirements set forth in this RFP.
- 3.03.9 Core Functionality and Desired Functionality will be scored together, as a whole, rather than as separate sections.
- 3.03.10 Submittals will be evaluated using the following criteria:

	Criteria	Points
A	Qualifications/Experience of Firm (3.02.6) and Experience of Key Personnel (3.02.7)	25
B	Employee Benefits Package	10
C	Project Approach	10
D	Price Proposal	40
E	Equity in Contracting/SBE, MBE, WBE	5
F	Sustainability Efforts/Green Cleaning (3.02.10)	5
G	Submittal Quality, Organization, Completeness <ul style="list-style-type: none"> a) Presentation of information is logical and clear b) Completeness of proposal content c) Adherence to format and layout requirements d) Compliance with Specifications 	5

3.04 INTERVIEWS / ORAL PRESENTATIONS / DEMONSTRATIONS

- 3.04.1 An invitation to interview, present, or provide a demonstration, either in person at a City facility or by conference call or video conference (Zoom, Skype or similar application), may be extended to selected or short-listed Respondents based on Selection Advisory Committee review of the written submittals.
- 3.04.2 If held, it is anticipated that interviews/presentations/demonstrations would be approximately two hours in length and be evaluated in a manner similar to the submittal. Instructions will be provided to selected Respondents.

- 3.04.3 All information, whether oral or written or otherwise, provided by Respondent in interviews/presentations/demonstrations may be incorporated into any resulting contract.
- 3.04.4 Interviews/presentations/demonstrations may be filmed and recorded, and incorporated into any resulting contract.
- 3.04.5 The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews, presentations, demonstrations, or references. The SAC may determine scoring criteria for the interviews following evaluation of written submittals, including the option to rank (1, 2, 3, etc.) rather than score.
- 3.04.6 Respondents must be available for interviews/presentations/demonstrations within three business days' notice.

3.05 AWARD

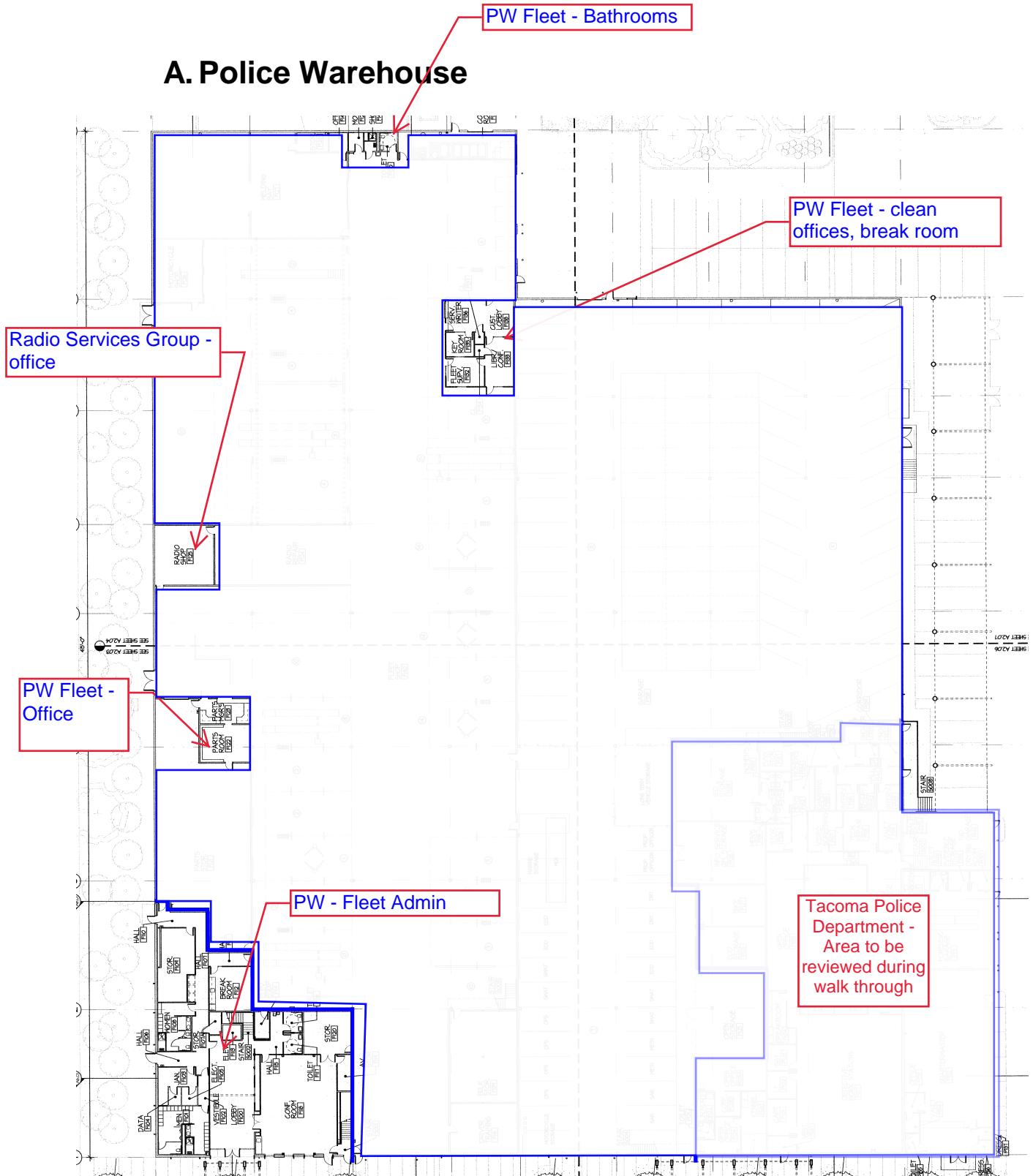
- 3.05.1 After a Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.
- 3.05.2 Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations will begin. If a Contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation.

SECTION 4 – TECHNICAL SPECIFICATIONS AND DRAWINGS

A. Police Headquarters and Warehouse

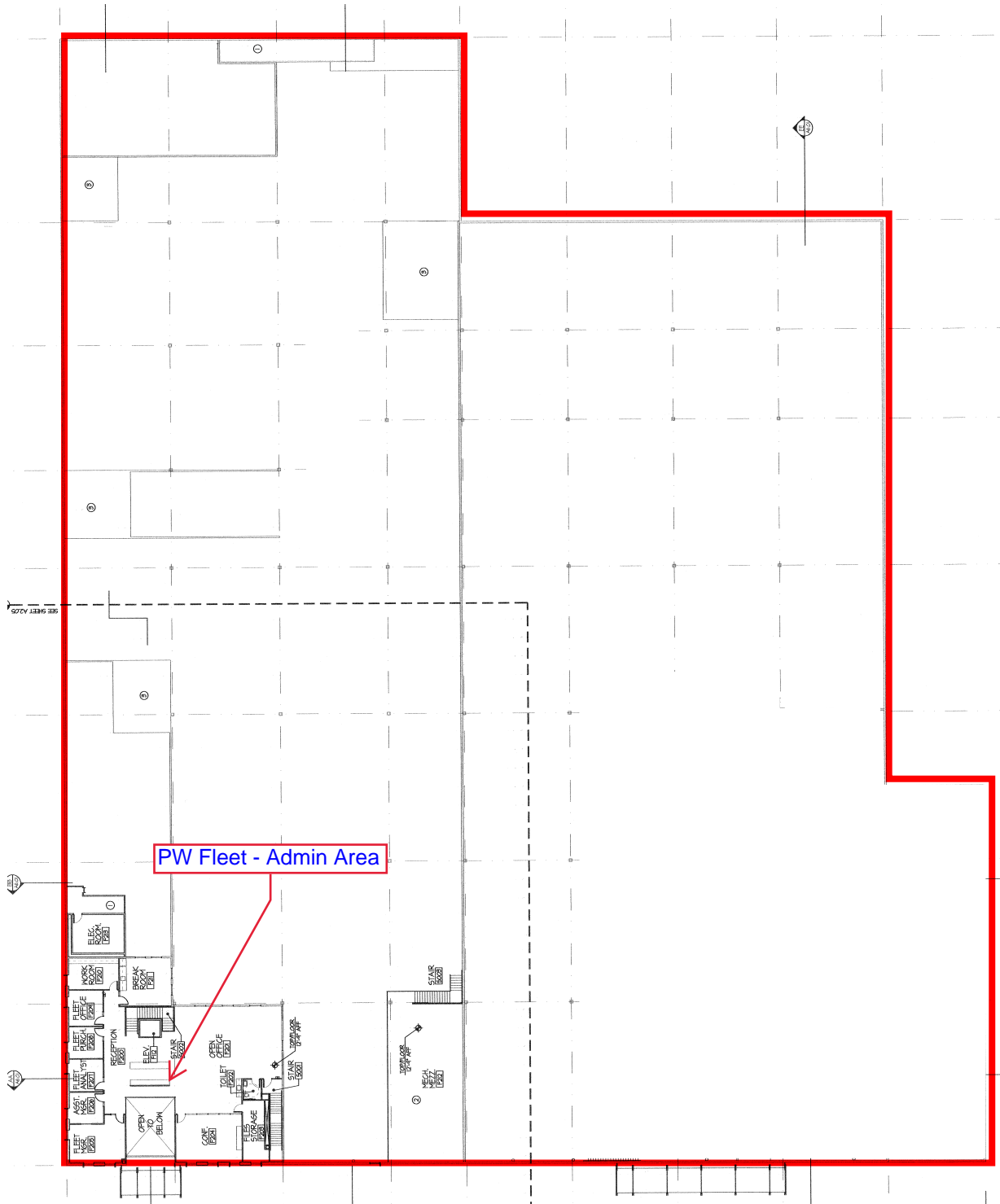
Specification		HQ	Warehouse
Address		3701 S. Pine Street	3639 S. Pine Street
Building Square Footage		72,740	133,107
Carpet SF		43644	79864
Resilient/Other SF		29096	53243
Floor plan included		Yes	Yes
Number of Floors		3	1
Number of Locker Rooms		2	0
Number of Bathrooms		17	2
Number of Kitchens		2	1
Days of Service		M-F	M-F
Hours of Service		1700-2400	1700-2400
2.04.4	Grouped Frequencies	Frequency	Frequency
A	Routine Cleaning		
	1 Room Cleaning	Daily	Daily
	2 Restroom Cleaning	Daily	Daily
B	Deep Cleaning		
	1 Room Cleaning	Weekly	Weekly
	2 Restroom Cleaning	Weekly	Weekly
	2 Locker Room Cleaning	Weekly	Weekly
C	Periodic Cleaning		
	1 Carpeted Floor Total Cleaning		
	2 Resilient Flooring Total Cleaning		
	3 Window Total Cleaning		
Unique Cleaning Requirements - Scheduled Services			

A. Police Warehouse



CT20-0151F Multi-Site Janitorial Contract

A. Police Warehouse



SECOND FLOOR PLAN

SCALE: 1/16" = 1'-0"

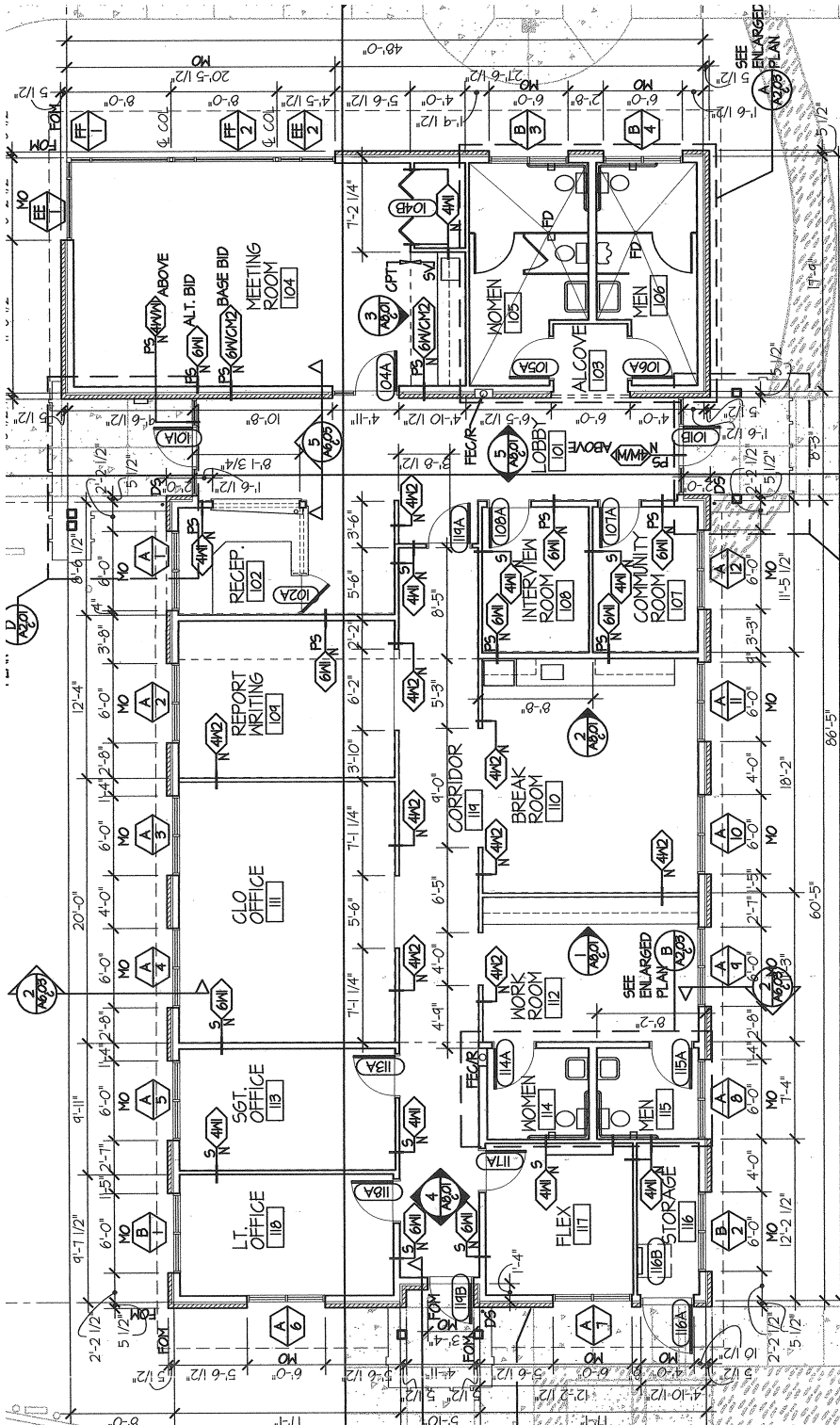
PLAN NORTH

B. Harrison Range		
Specification		Harrison Range
Address		101 McMurray Road
Building Square Footage		6512
Carpet SF		2887
Resilient/Other SF		3625
Floor plan included		No
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		?
Number of Kitchens		?
Days of Service		M-F
Hours of Service		1700-2400
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
1	Room Cleaning	Daily
2	Restroom Cleaning	Daily
B	Deep Cleaning	
1	Room Cleaning	Weekly
2	Restroom Cleaning	Weekly
2	Locker Room Cleaning	Weekly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	
2	Resilient Flooring Total Cleaning	
3	Window Total Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will need to provide supplies		

C TPD Substation 1		
Specification		TPD Sector 1
Address		1524 Martin Luther King Way
Building Square Footage		3500
Carpet SF		1985
Resilient/Other SF		1515
Floor plan included		Yes
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		2
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
1	Room Cleaning	Daily
2	Restroom Cleaning	Daily
B	Deep Cleaning	
1	Room Cleaning	Weekly
2	Restroom Cleaning	Weekly
2	Locker Room Cleaning	Weekly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	
2	Resilient Flooring Total Cleaning	
3	Window Total Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will need to provide supplies		

C. TPD Substation 1

Plans are typical
with minor
changes per
station



FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

CT20-0151F Multi-Site Janitorial Contract

D. TPD Substation 2

Specification		TPD Sector 2
Address		5140 N. 26th St.
Building Square Footage		3500
Carpet SF		1985
Resilient/Other SF		1515
Floor plan included		No
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		2
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
	1 Room Cleaning	Daily
	2 Restroom Cleaning	Daily
B	Deep Cleaning	
	1 Room Cleaning	Weekly
	2 Restroom Cleaning	Weekly
	2 Locker Room Cleaning	Weekly
C	Periodic Cleaning	
	1 Carpeted Floor Total Cleaning	
	2 Resilient Flooring Total Cleaning	
	3 Window Total Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will need to provide supplies		

Plans are typical with minor changes per station

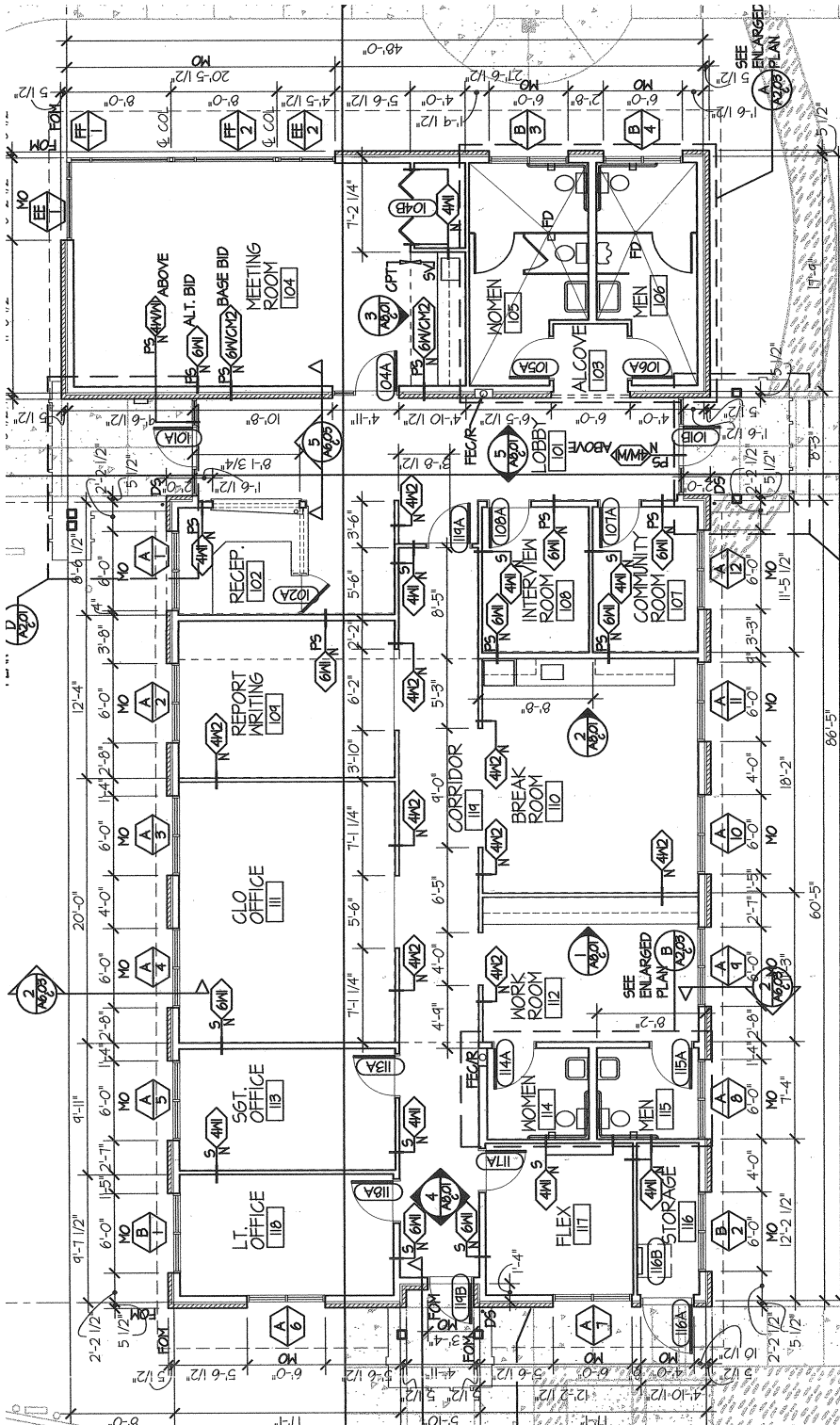


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E. TPD Substation 3		
Specification		TPD Sector 3
Address		1501 S. 72nd St.
Building Square Footage		3500
Carpet SF		1985
Resilient/Other SF		1515
Floor plan included		No
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		2
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
1	Room Cleaning	Daily
2	Restroom Cleaning	Daily
B	Deep Cleaning	
1	Room Cleaning	Weekly
2	Restroom Cleaning	Weekly
2	Locker Room Cleaning	Weekly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	
2	Resilient Flooring Total Cleaning	
3	Window Total Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will need to provide supplies		

E. TPD Substation 3

Plans are typical
with minor
changes per
station



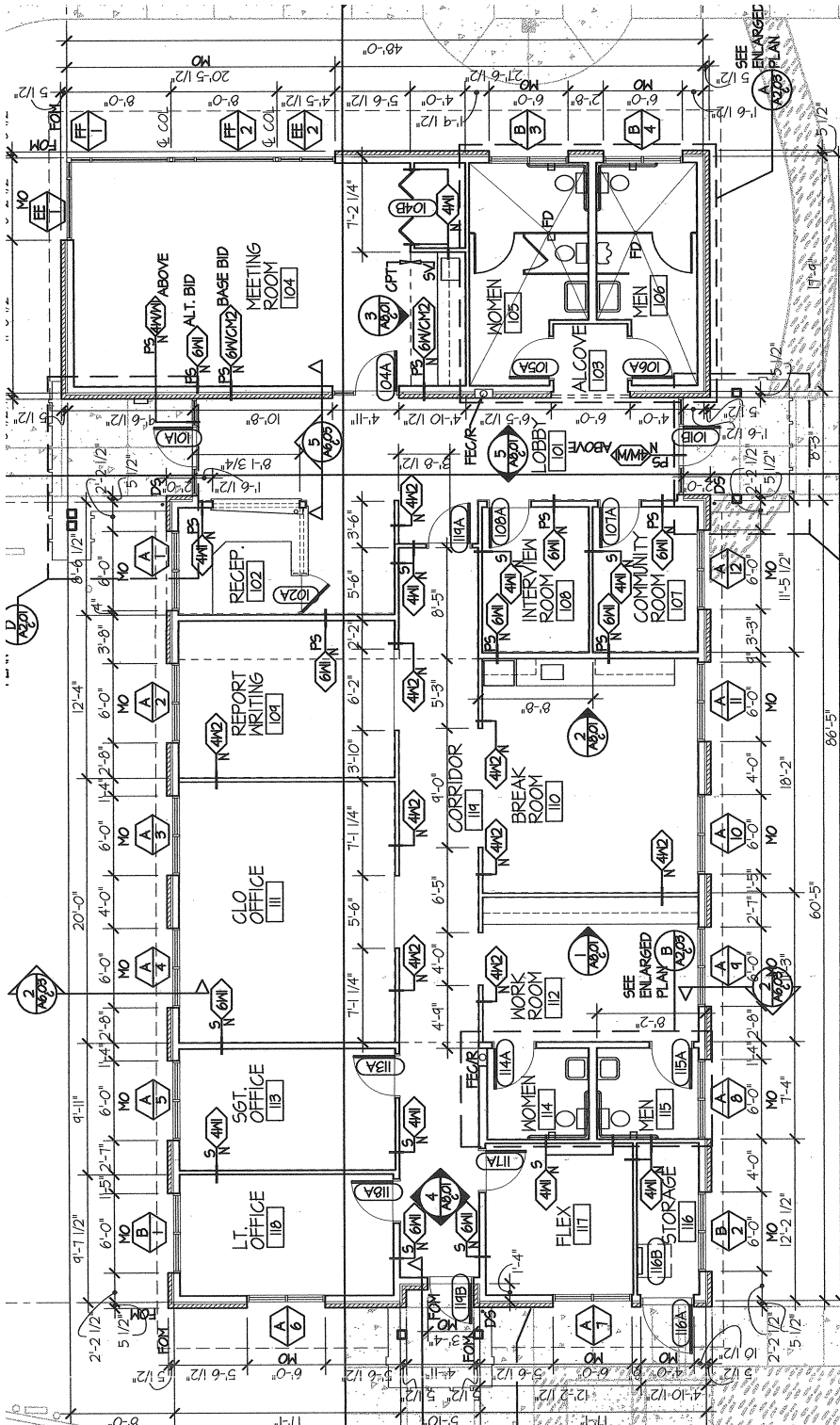
CT20-0151F Multi-Site Janitorial Contract

F. TPD Substation 4

Specification		TPD Sector 4
Address		400 E 56th St.
Building Square Footage		3500
Carpet SF		1985
Resilient/Other SF		1515
Floor plan included		Yes
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		2
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
1	Room Cleaning	Daily
2	Restroom Cleaning	Daily
B	Deep Cleaning	
1	Room Cleaning	Weekly
2	Restroom Cleaning	Weekly
2	Locker Room Cleaning	Weekly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	
2	Resilient Flooring Total Cleaning	
3	Window Total Cleaning	
Unique Cleaning Requirements - Scheduled Services		
<p>Vendor will need to provide supplies</p>		

F. TPD Substation 4

Plans are typical
with minor
changes per
station



CT20-0151F Multi-Site Janitorial Contract

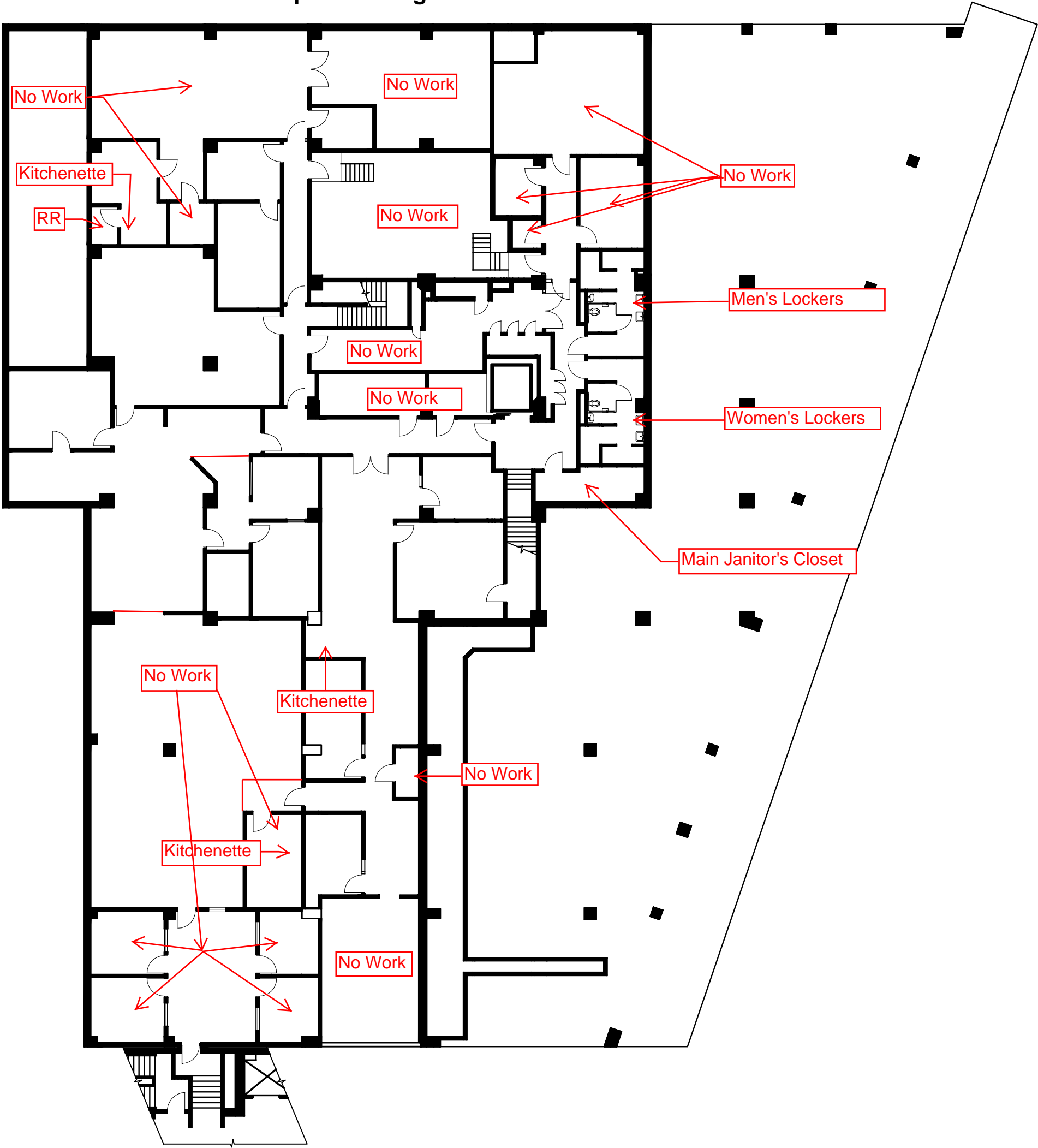
G. TPD Substation NE

Specification		TPD Sector NE
Address		4731 Norpoint Way
Building Square Footage		3500
Carpet SF		1985
Resilient/Other SF		1515
Floor plan included		No
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		2
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
1	Room Cleaning	Daily
2	Restroom Cleaning	Daily
B	Deep Cleaning	
1	Room Cleaning	Weekly
2	Restroom Cleaning	Weekly
2	Locker Room Cleaning	Weekly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	
2	Resilient Flooring Total Cleaning	
3	Window Total Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will need to provide supplies		

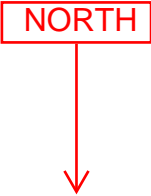
H. Tacoma Municipal Building

Specification		TMB	TMB North
Address		747 Market St	733 Market St
Building Square Footage		154816	38834
Carpet SF		103904	23393
Resilient/Other SF		22650	9671
Floor plan included		Yes	Yes
Number of Floors		16	6
Number of Locker Rooms		0	1
Number of Bathrooms		37	12
Number of Kitchens		32	8
Days of Service		M-F	M-F
Hours of Service		1700-2400	1700-2400
2.04.4 Section	Grouped Frequencies	Frequency	Frequency
A	Routine Cleaning		
1	Room Cleaning	Daily	Daily
2	Restroom Cleaning	Daily	Daily
B	Deep Cleaning		
1	Room Cleaning	Weekly	Weekly
2	Restroom Cleaning	Weekly	Weekly
2	Locker Room Cleaning	Weekly	Weekly
C	Periodic Cleaning		
1	Carpeted Floor Total Cleaning		
2	Resilient Flooring Total Cleaning		
3	Window Total Cleaning		
Unique Cleaning Requirements - Scheduled Services			

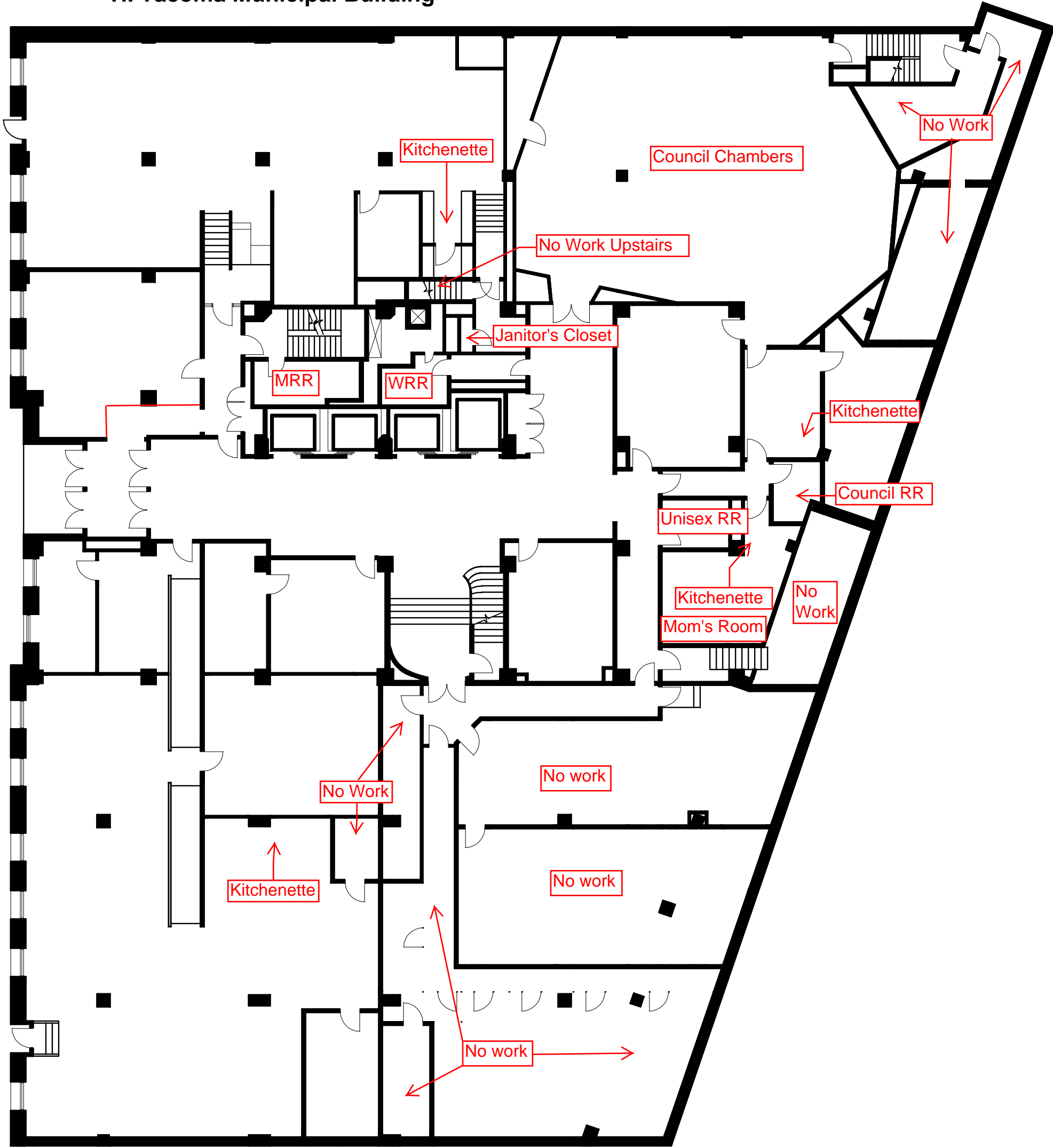
H. Tacoma Municipal Building



TMB BASEMENT



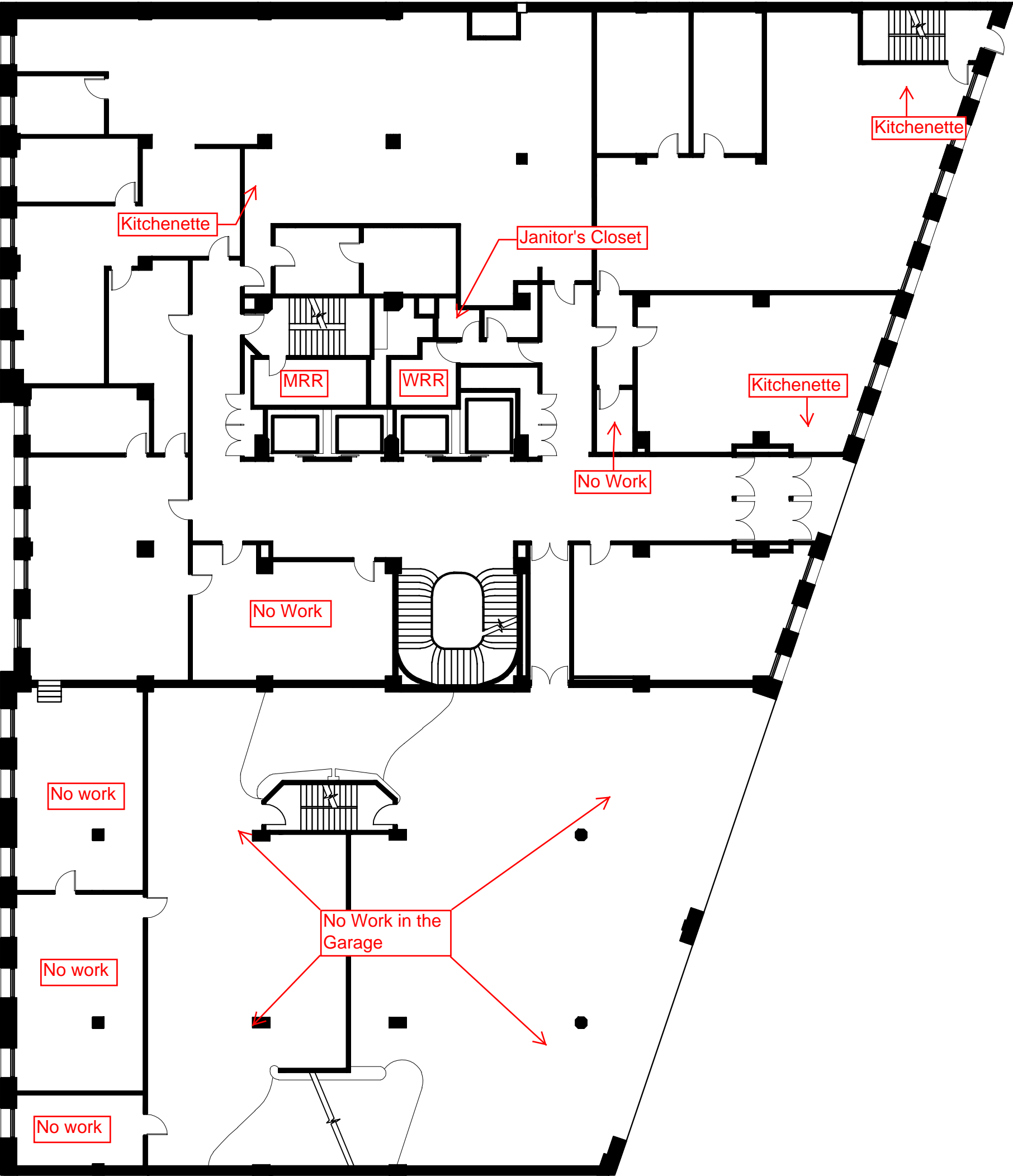
H. Tacoma Municipal Building



TMB 1ST FLOOR

NORTH

H. Tacoma Municipal Building

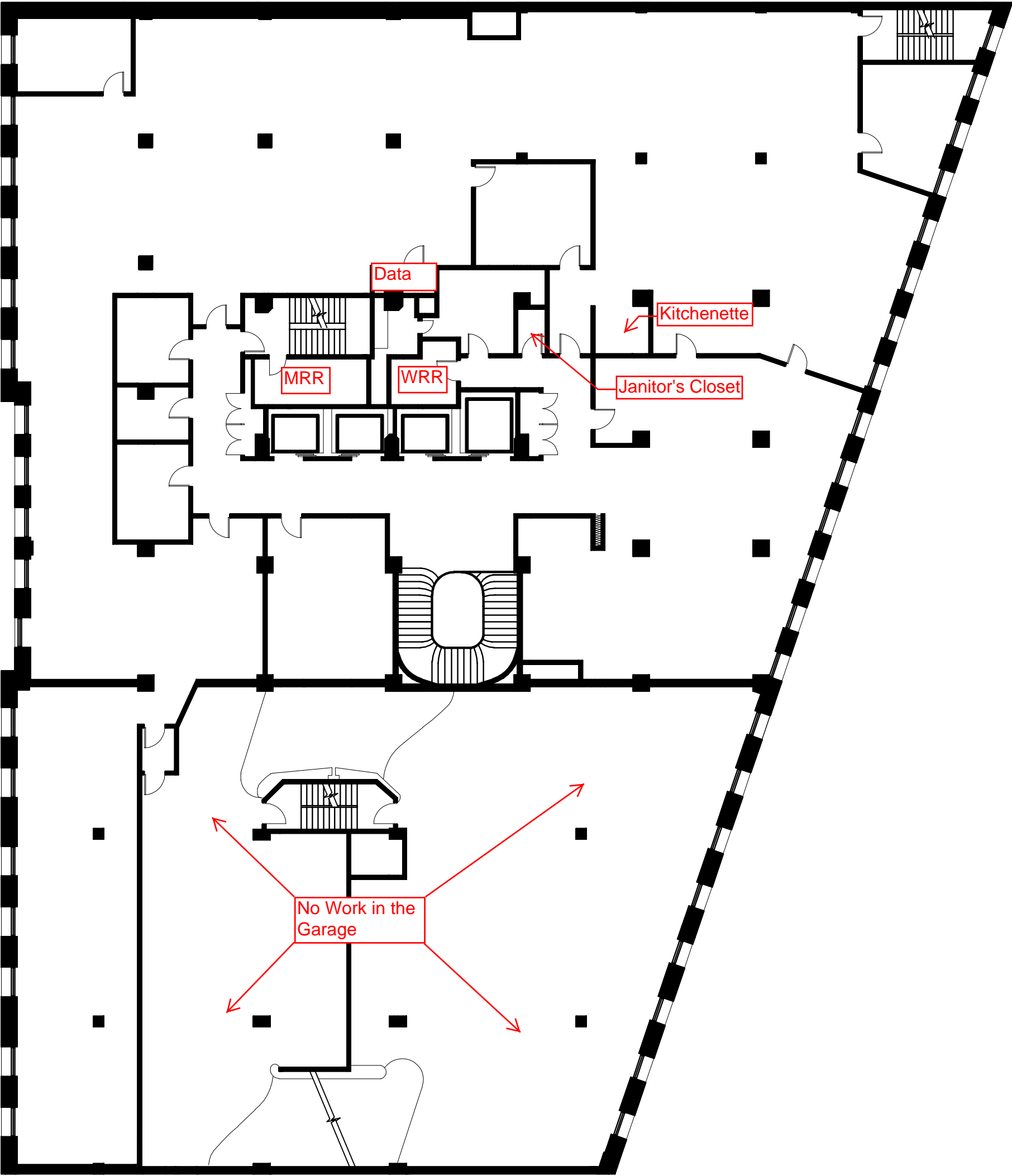


TMB 2ND FLOOR

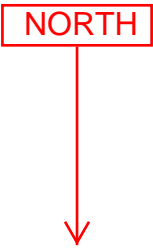
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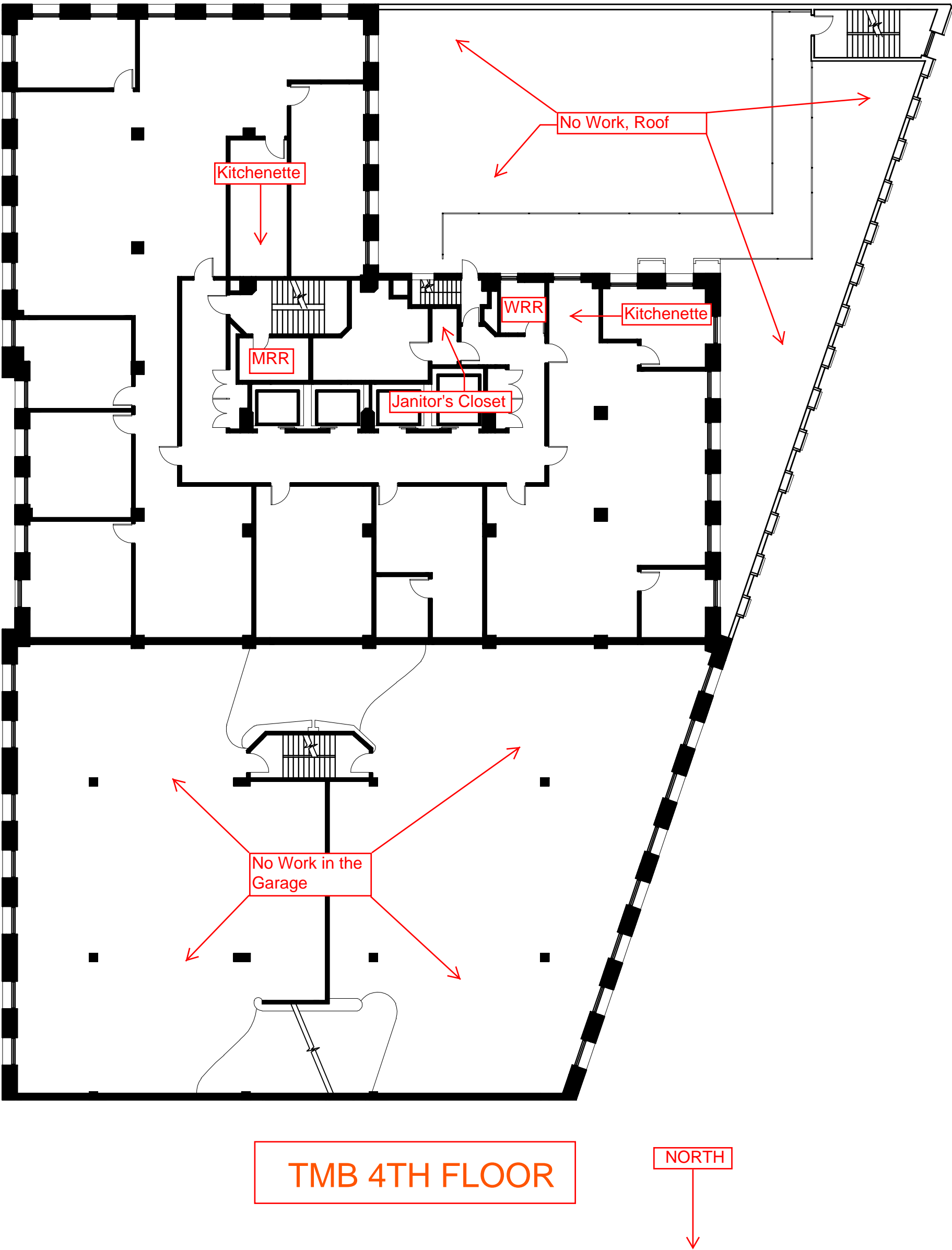


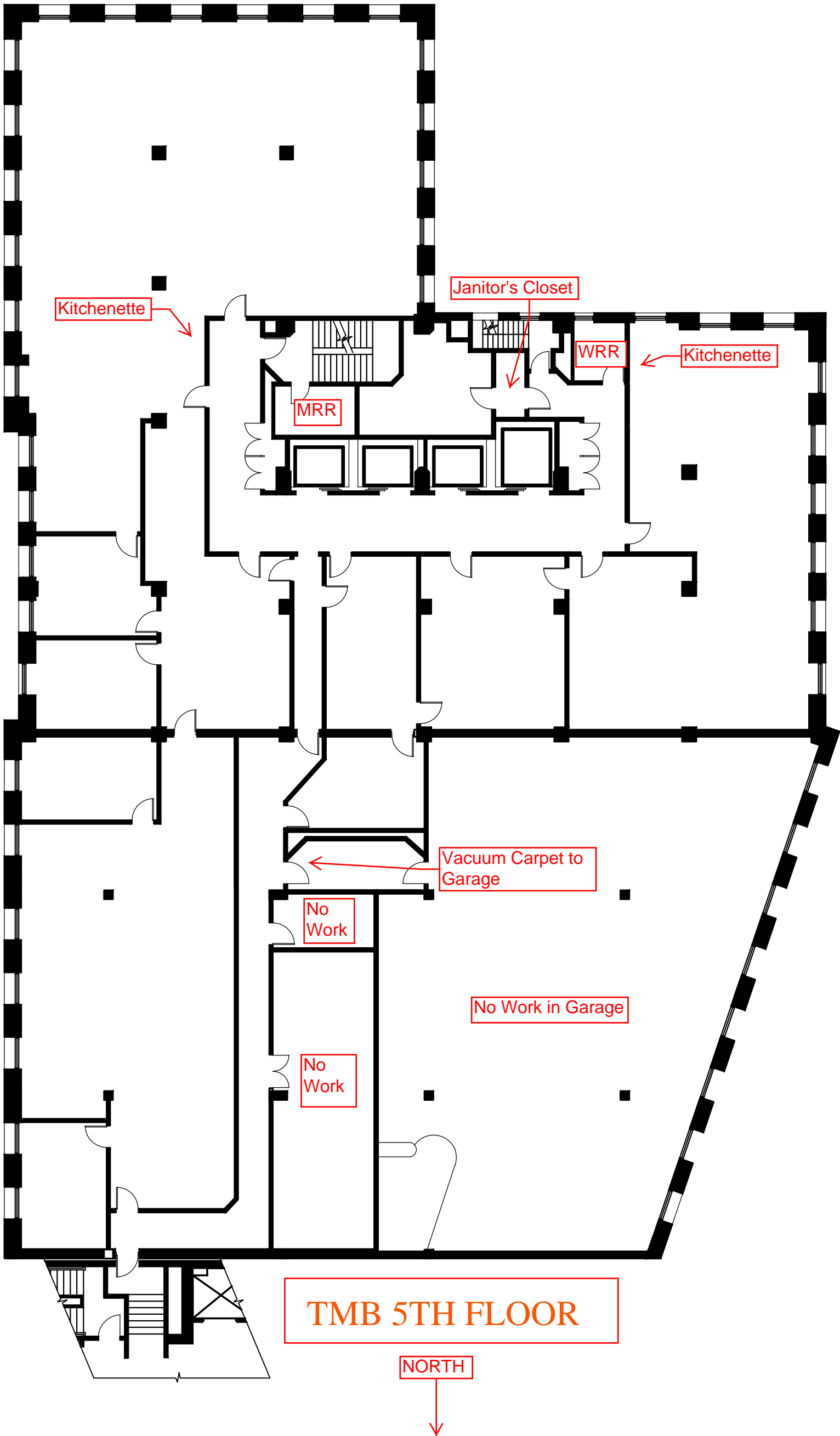
H. Tacoma Municipal Building

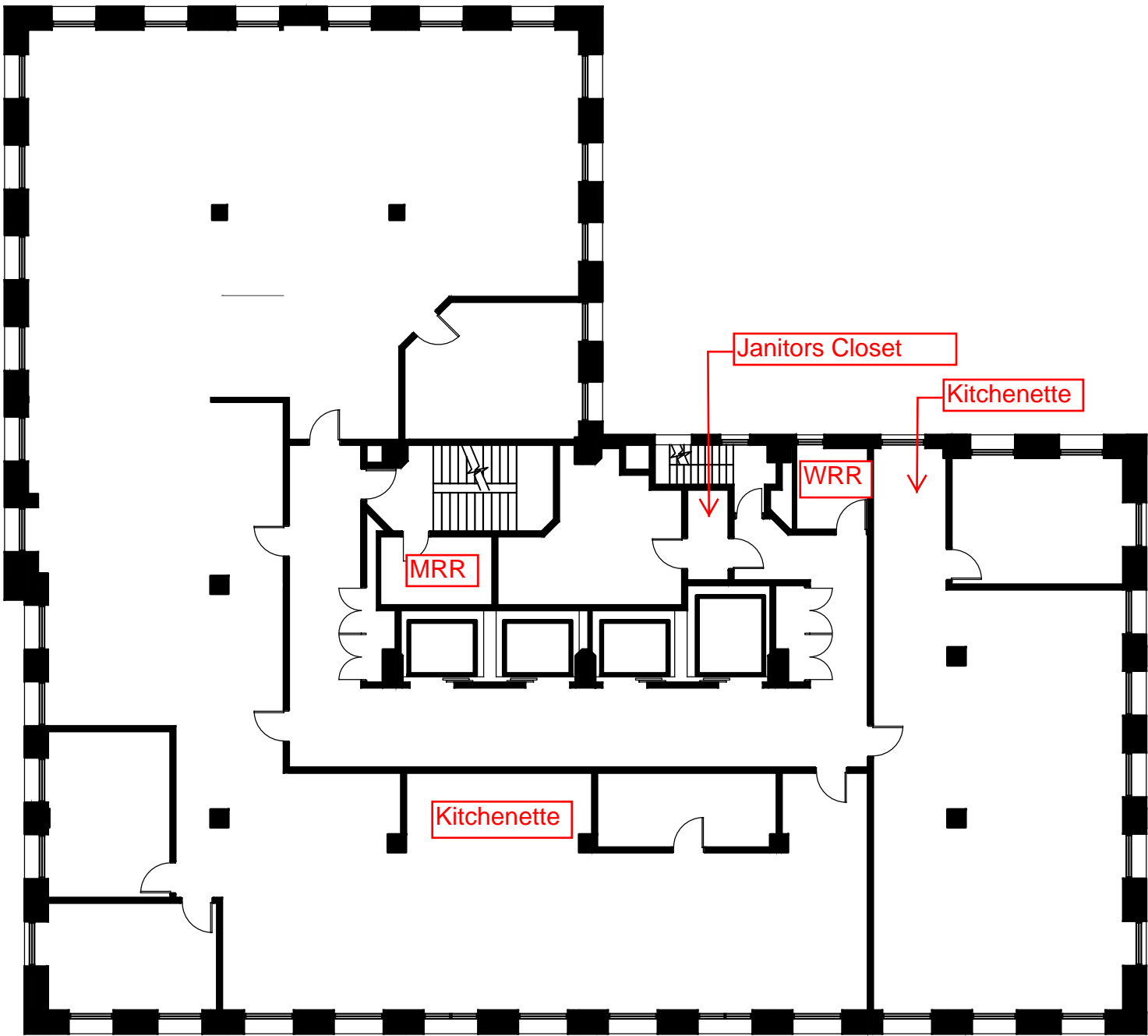


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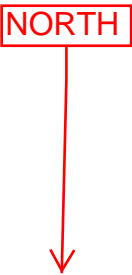


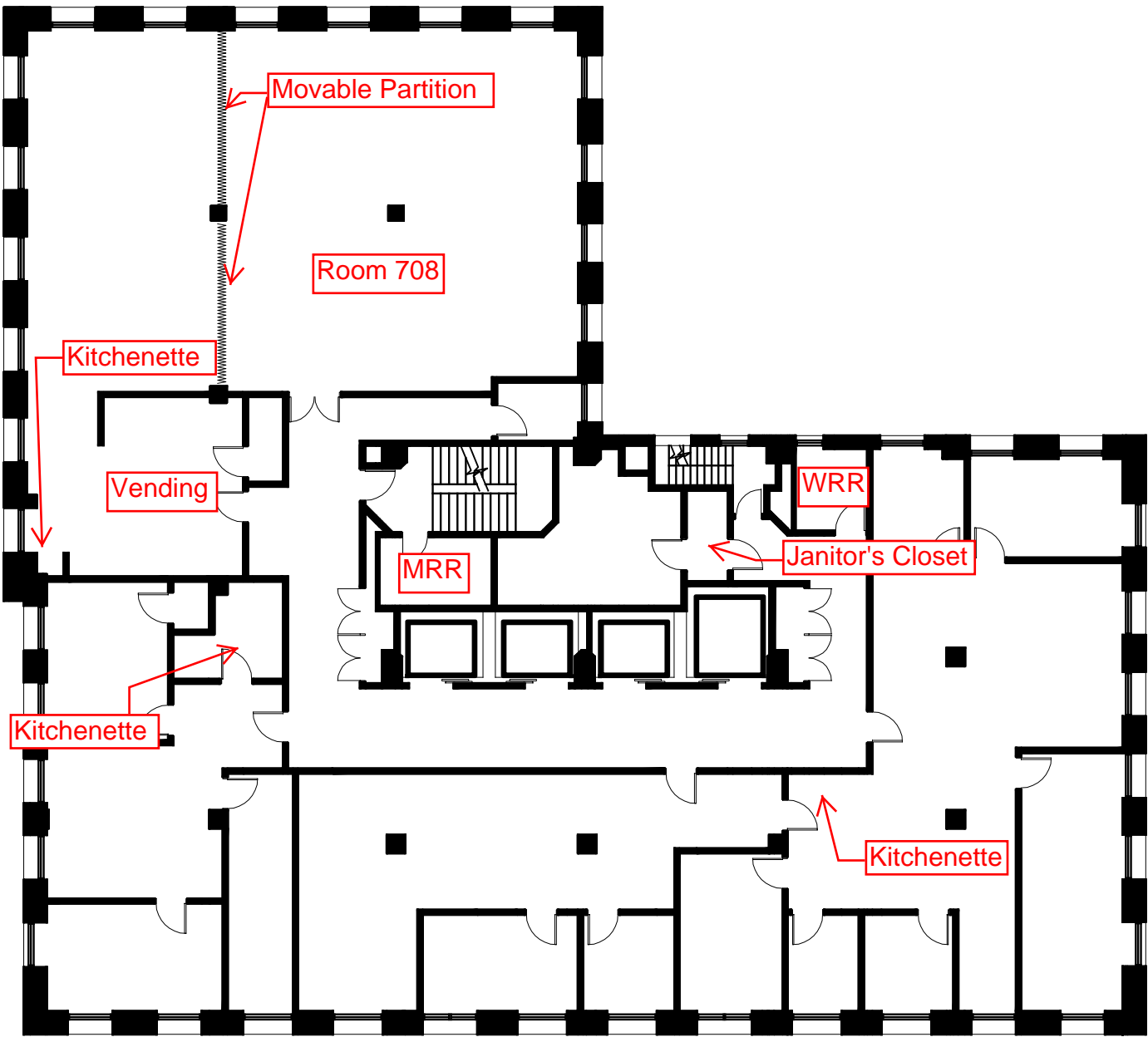




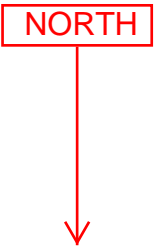


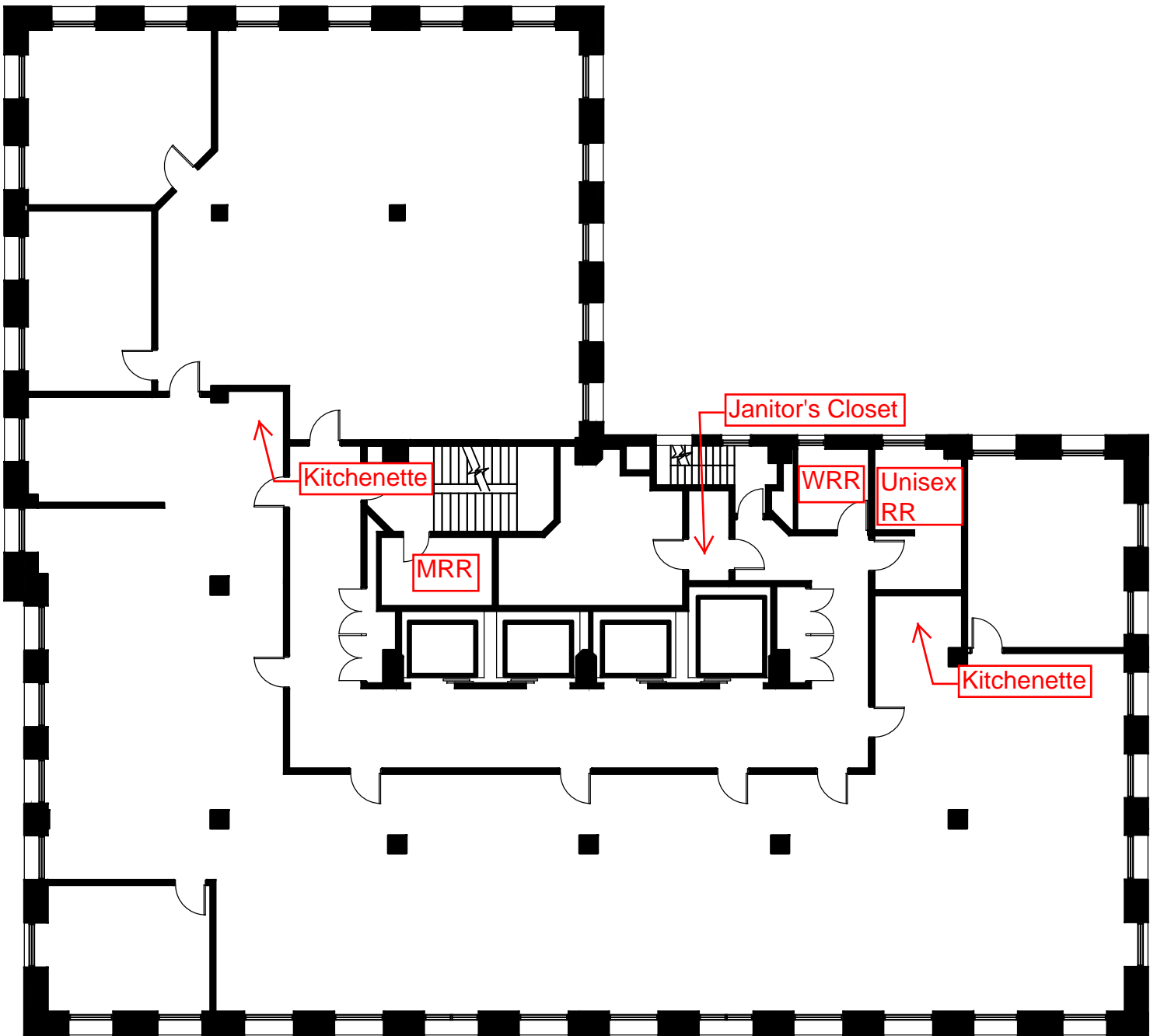
TMB 6TH FLOOR



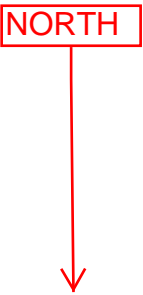


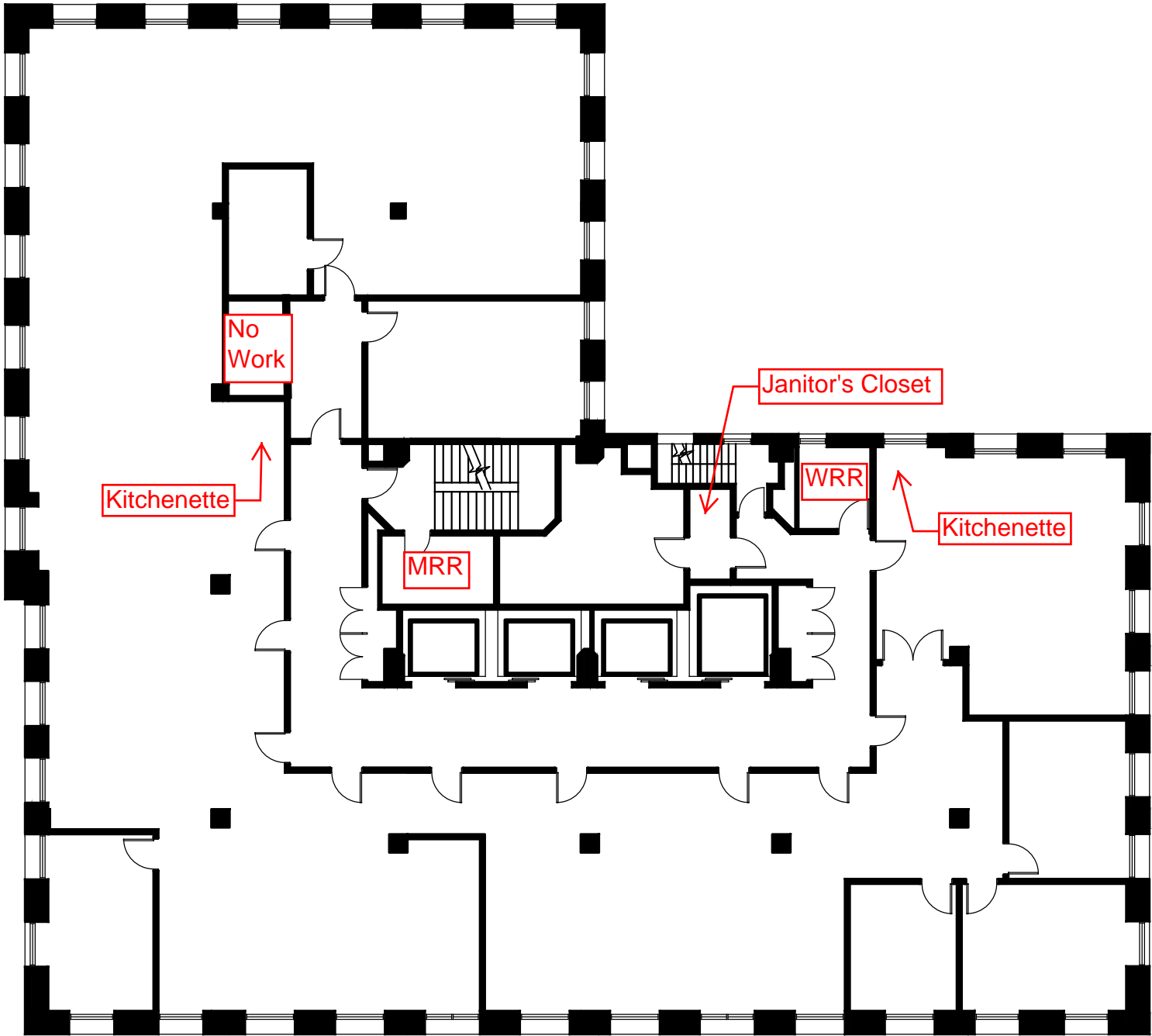
TMB 7TH FLOOR





TMB 8TH FLOOR



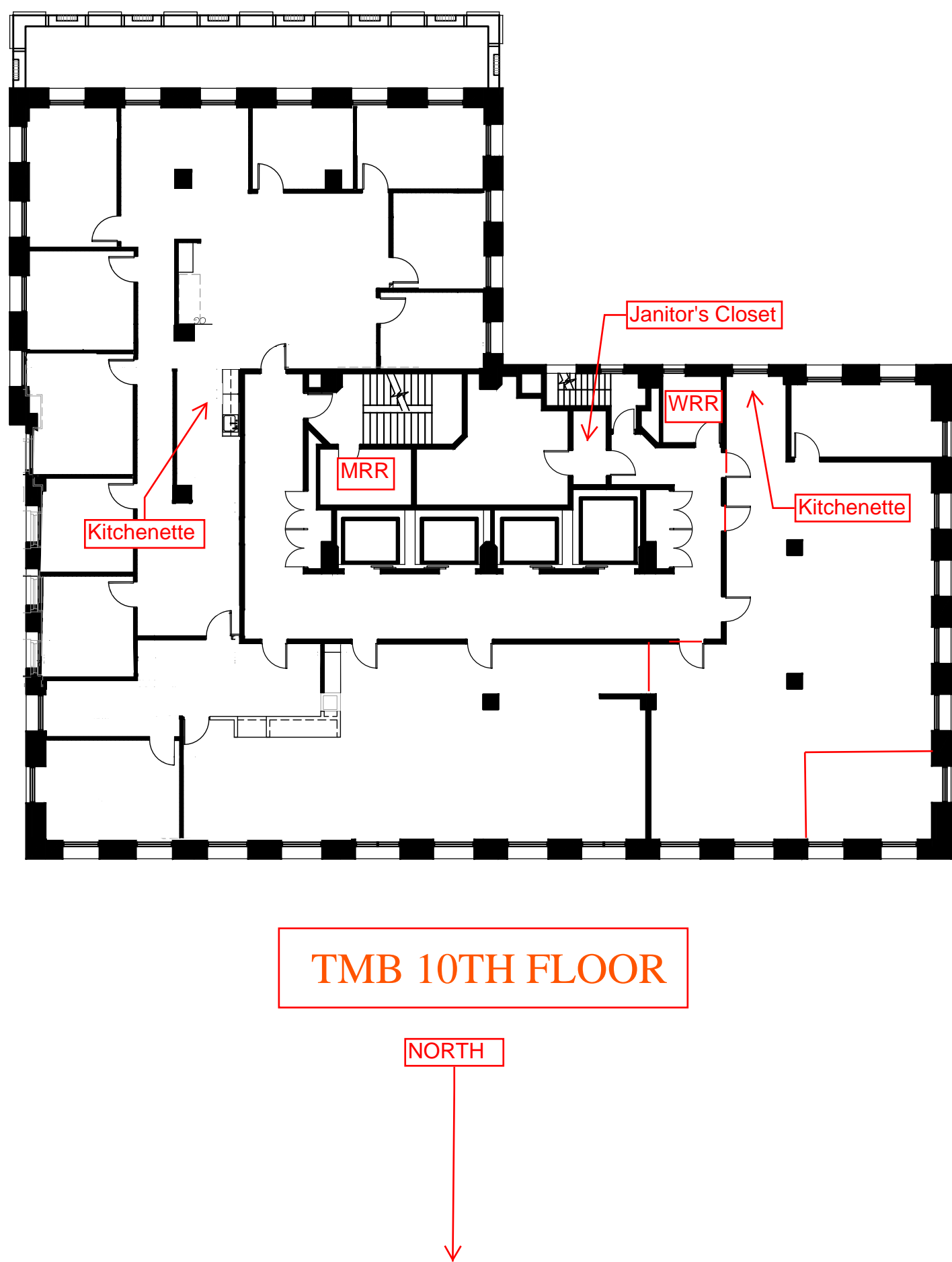


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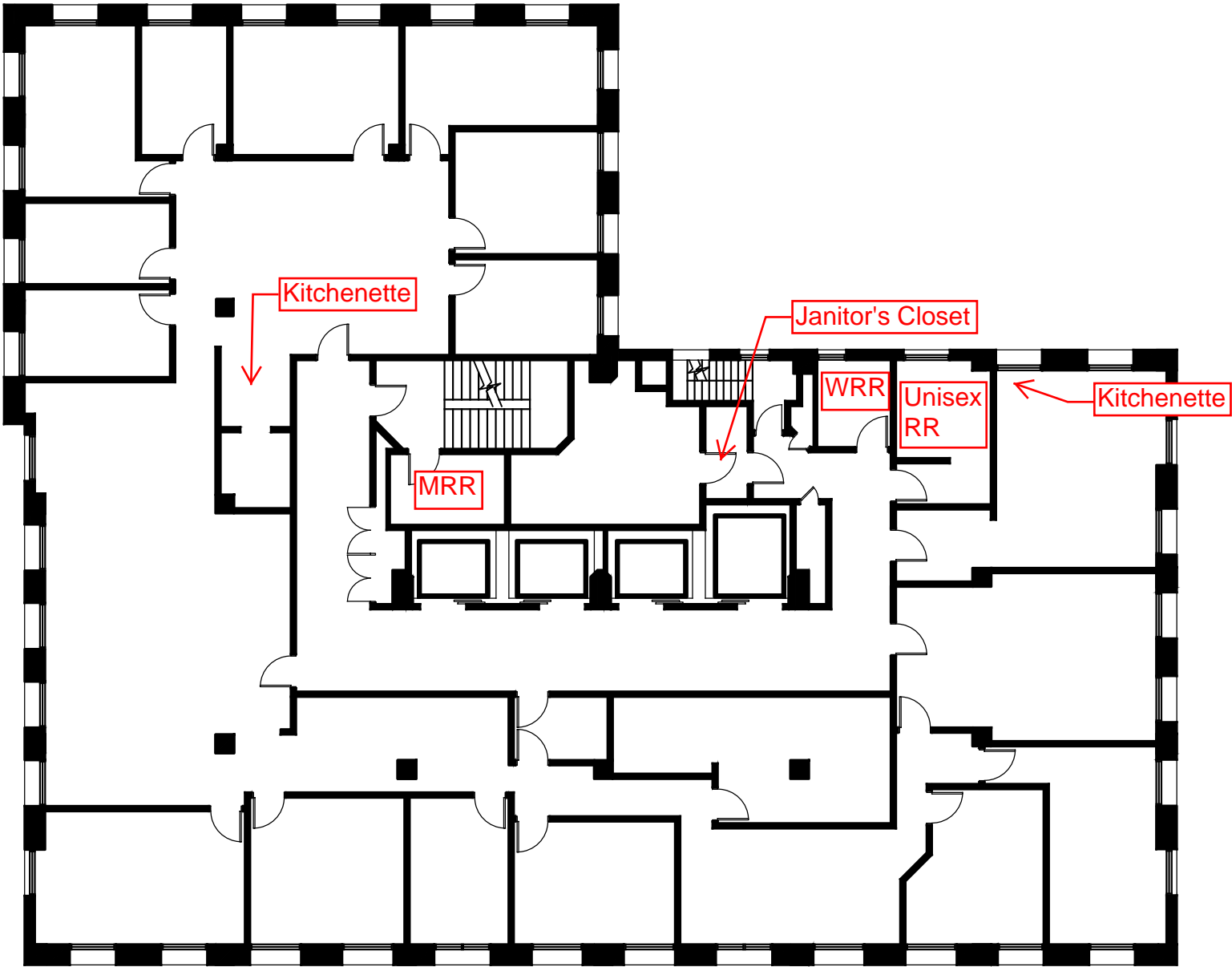
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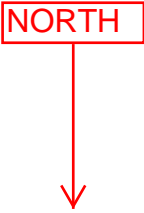
H. Tacoma Municipal Building

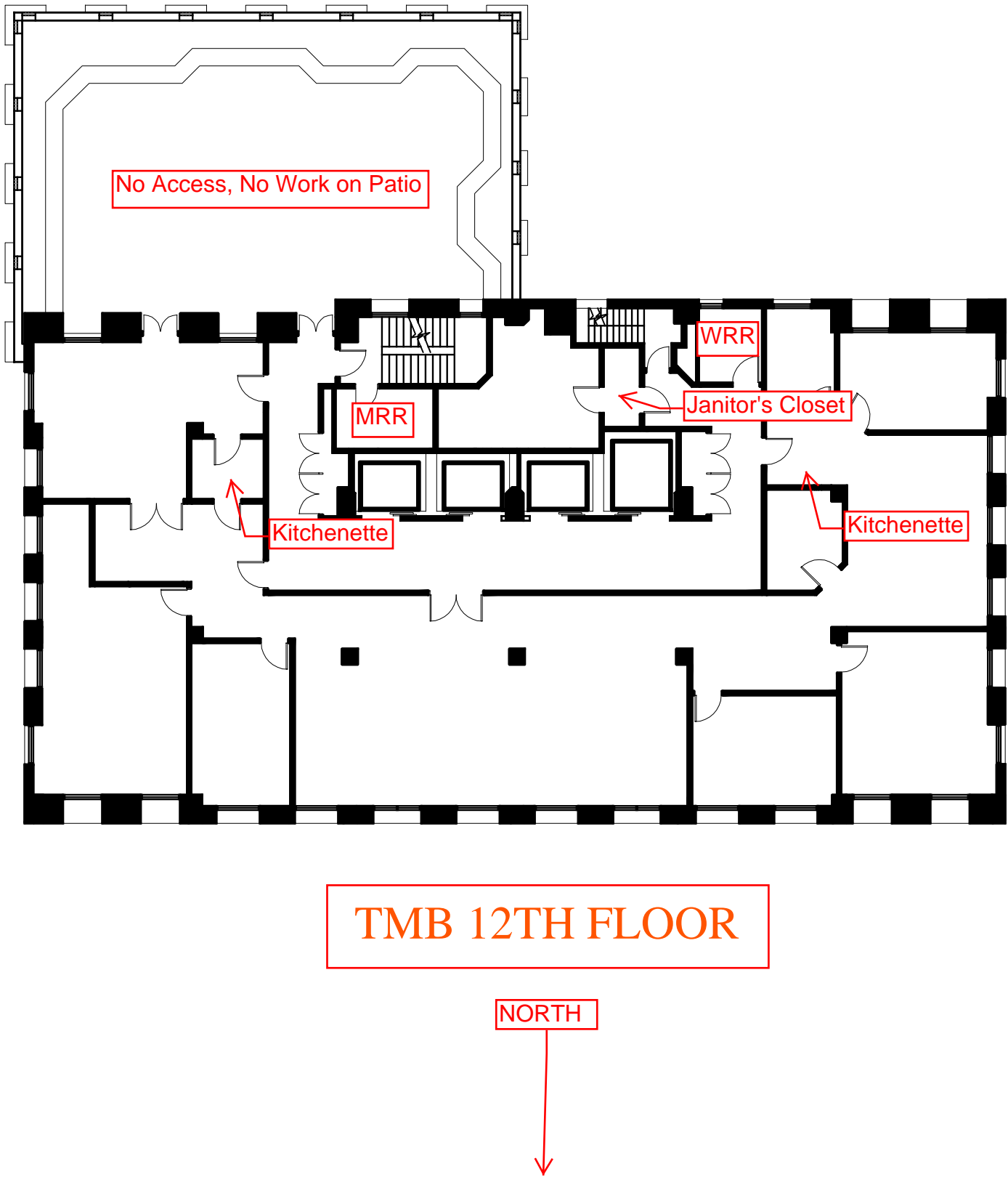


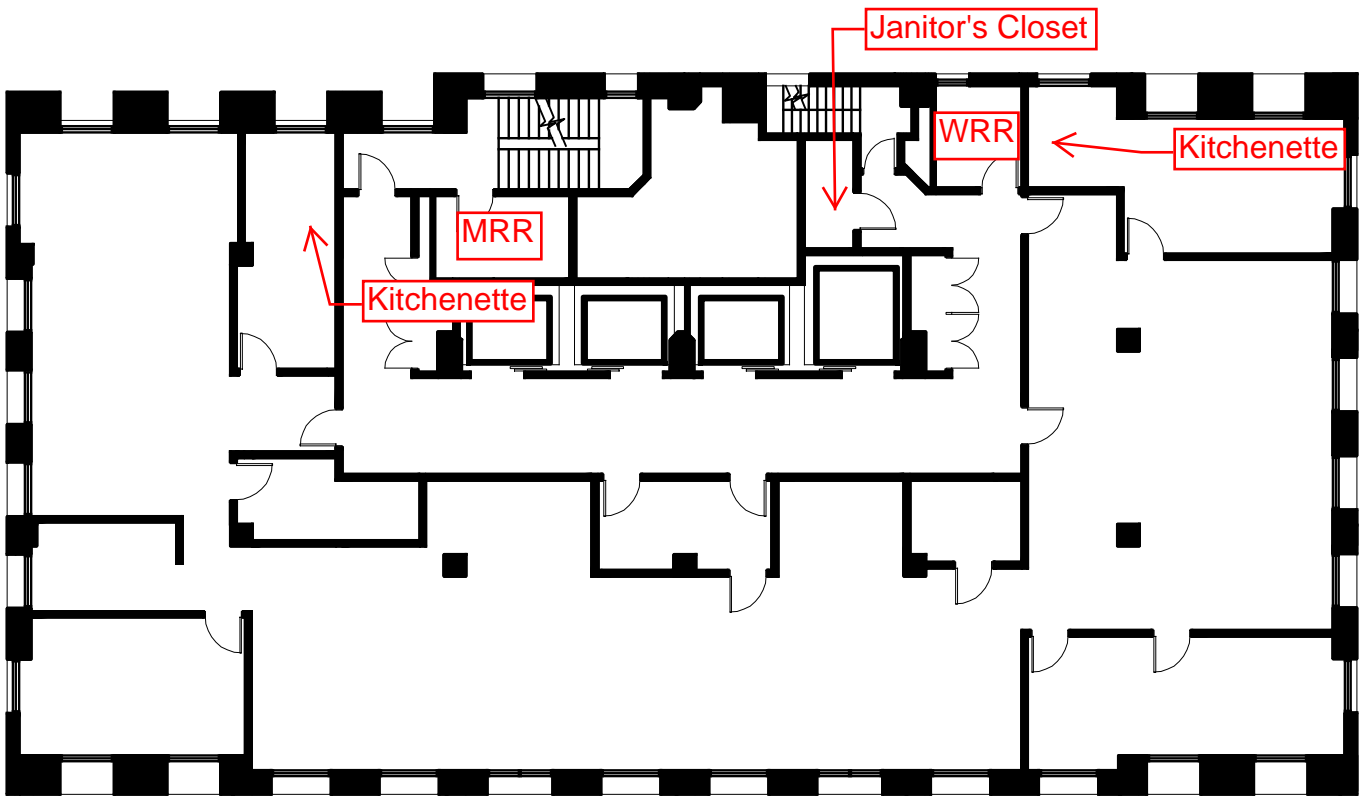
TMB 10TH FLOOR



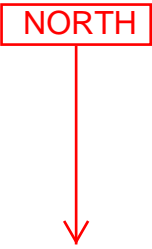
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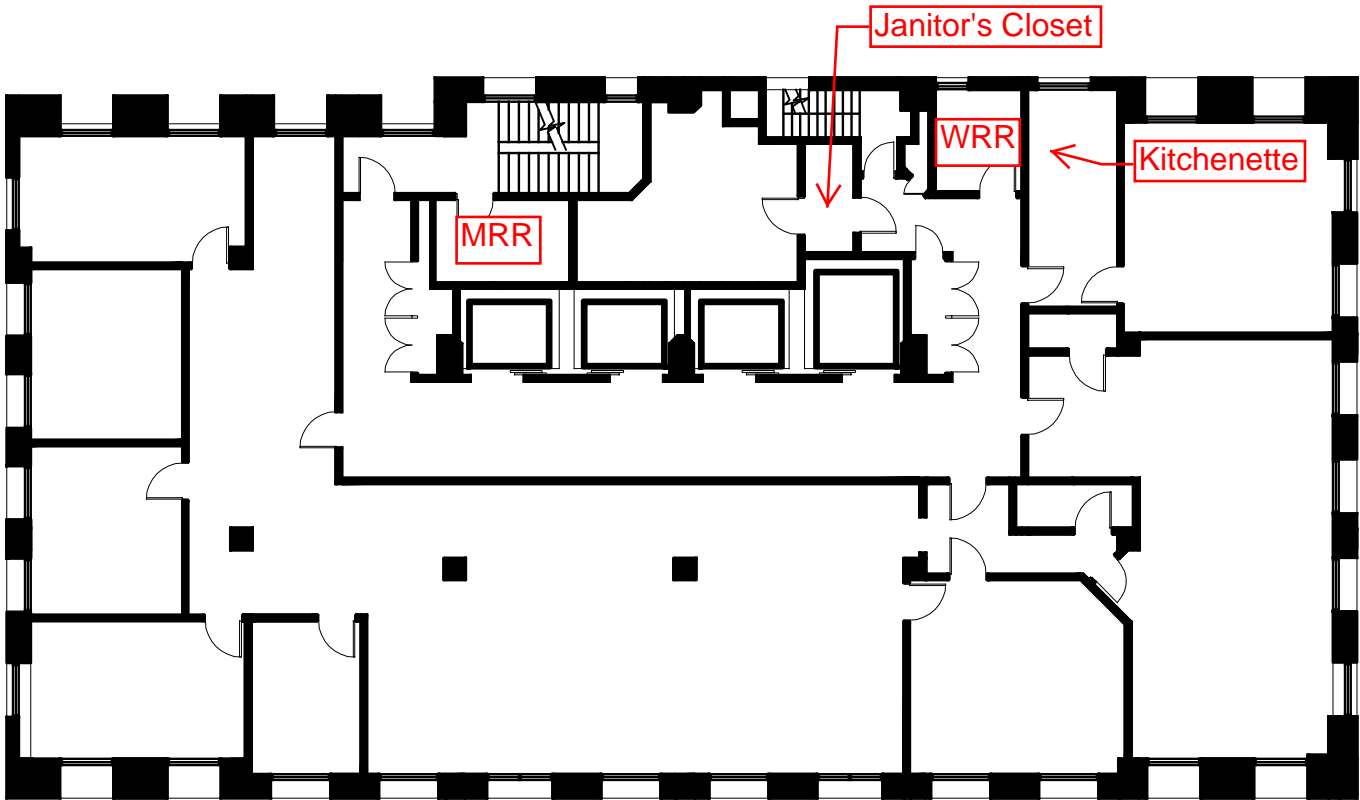




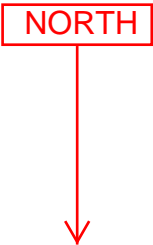
TMB 13TH FLOOR



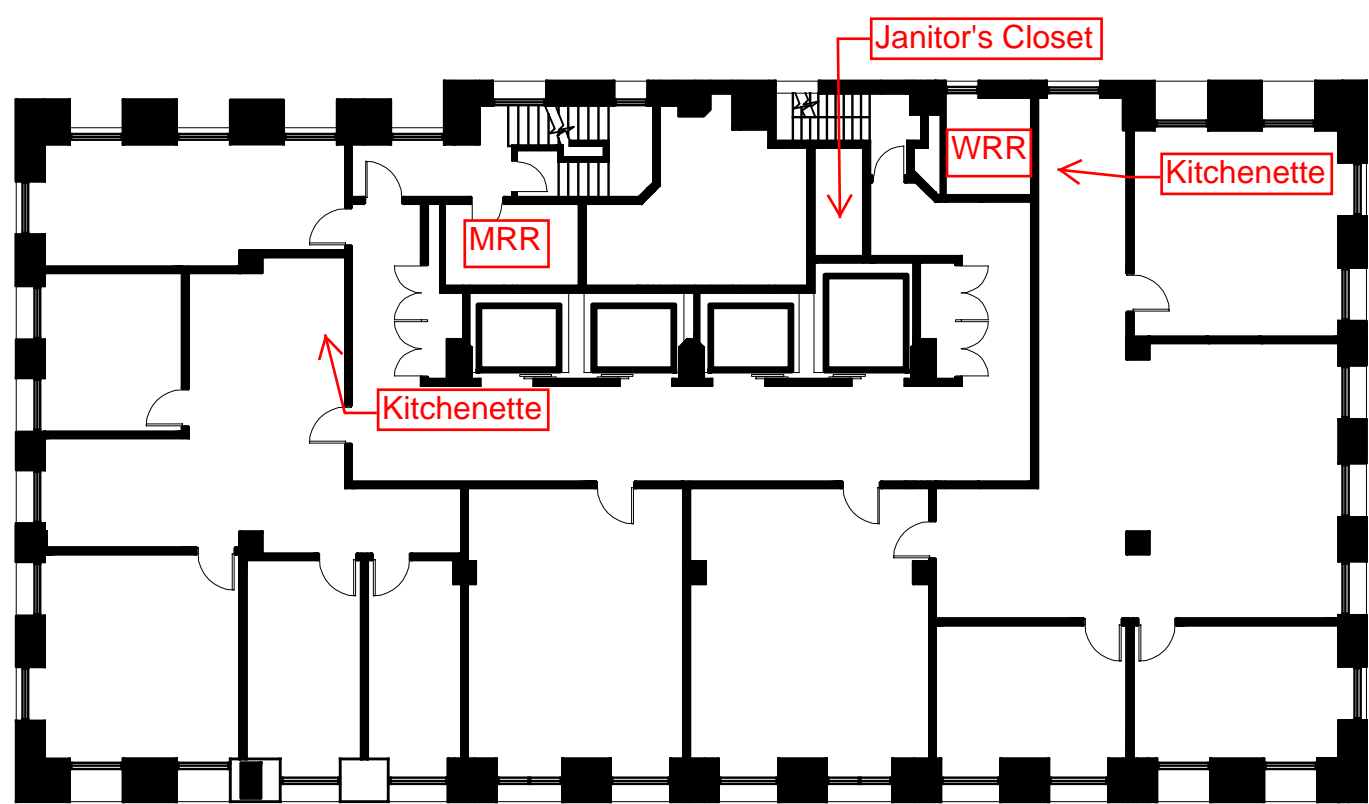
H. Tacoma Municipal Building



TMB 14TH FLOOR



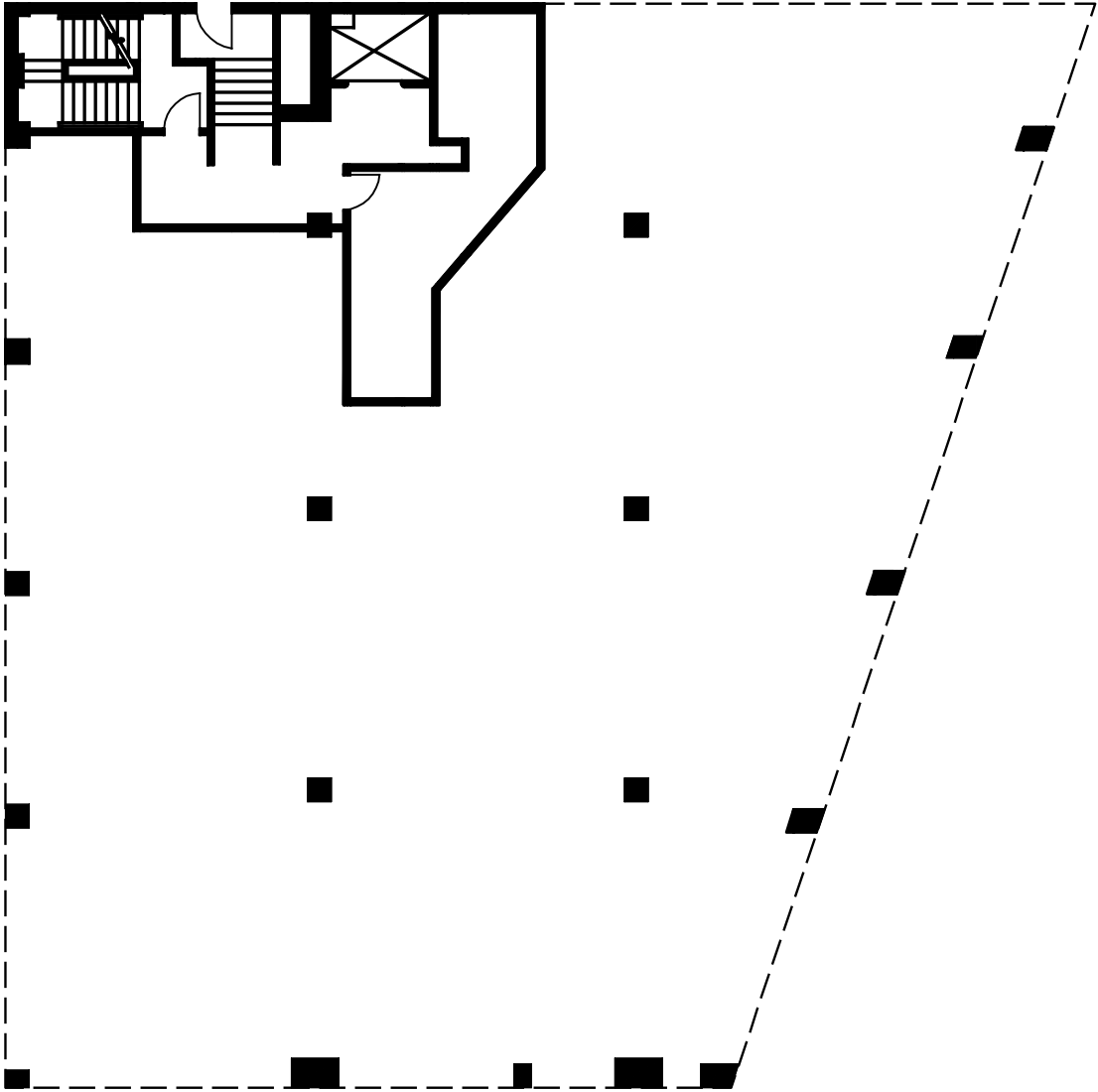
H. Tacoma Municipal Building



TMB 15TH FLOOR

NORTH



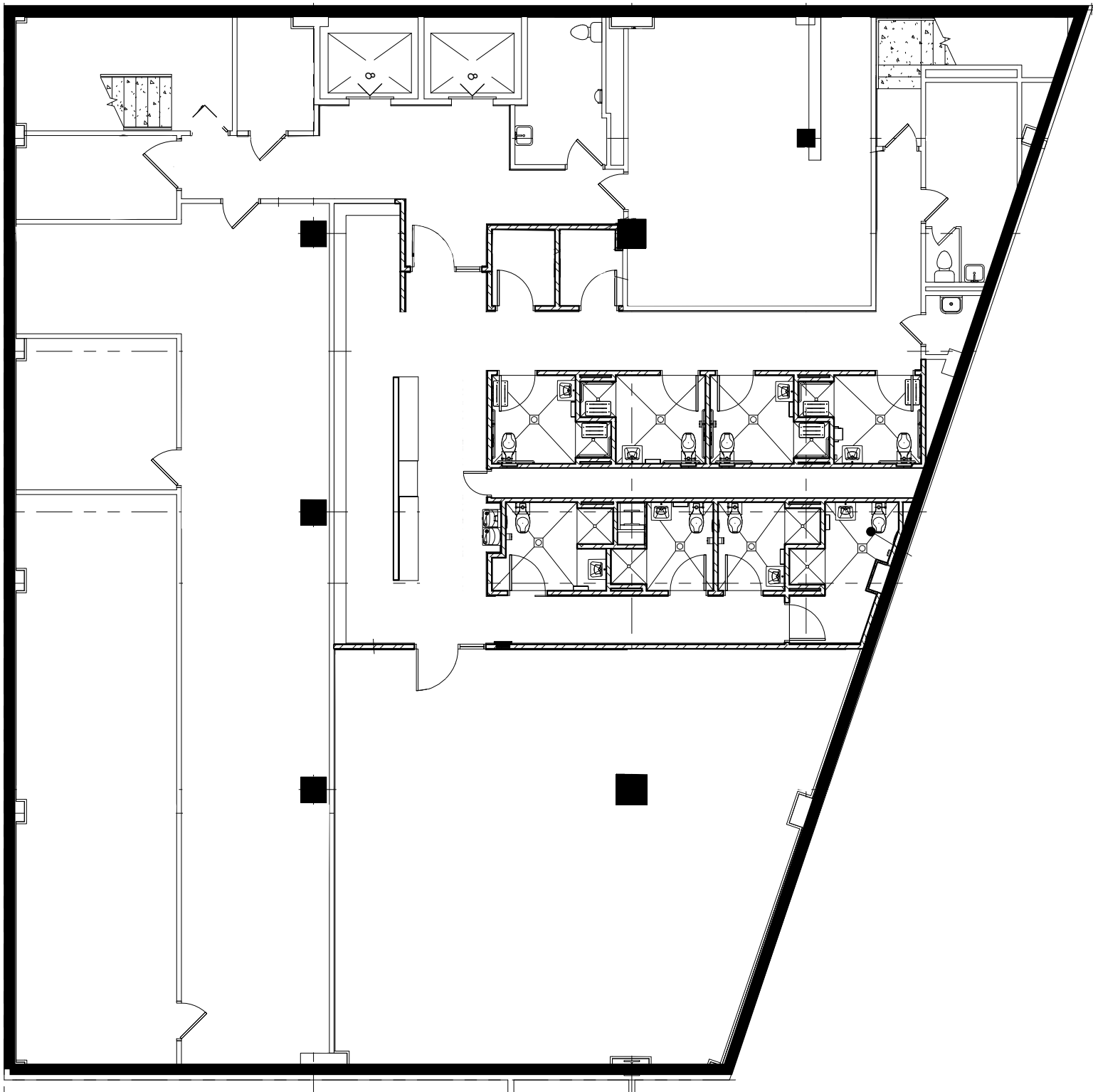


TMBN Sub Basement

NORTH



H. Tacoma Municipal Building North

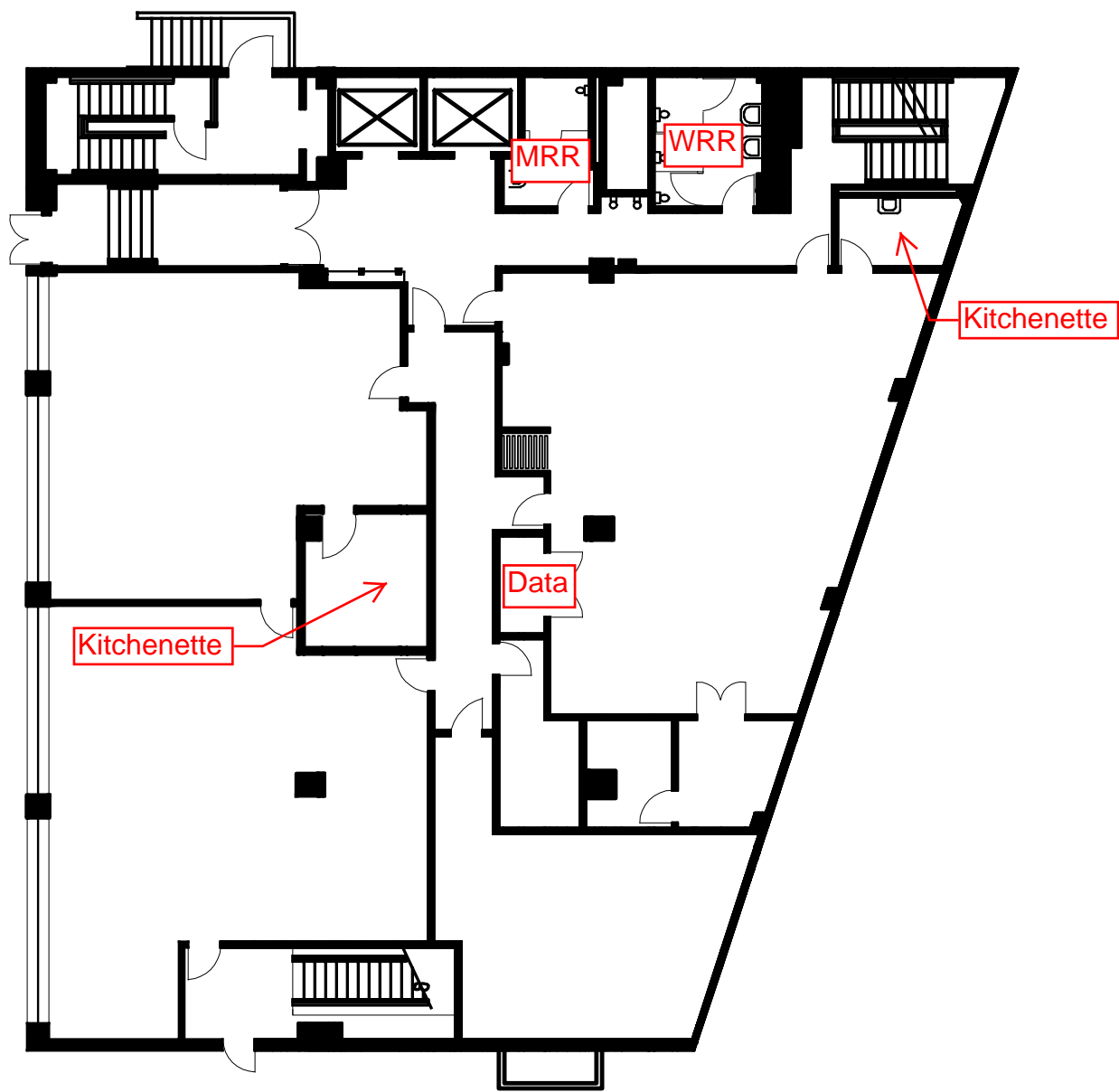


TMBN Basement

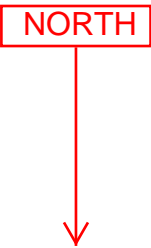
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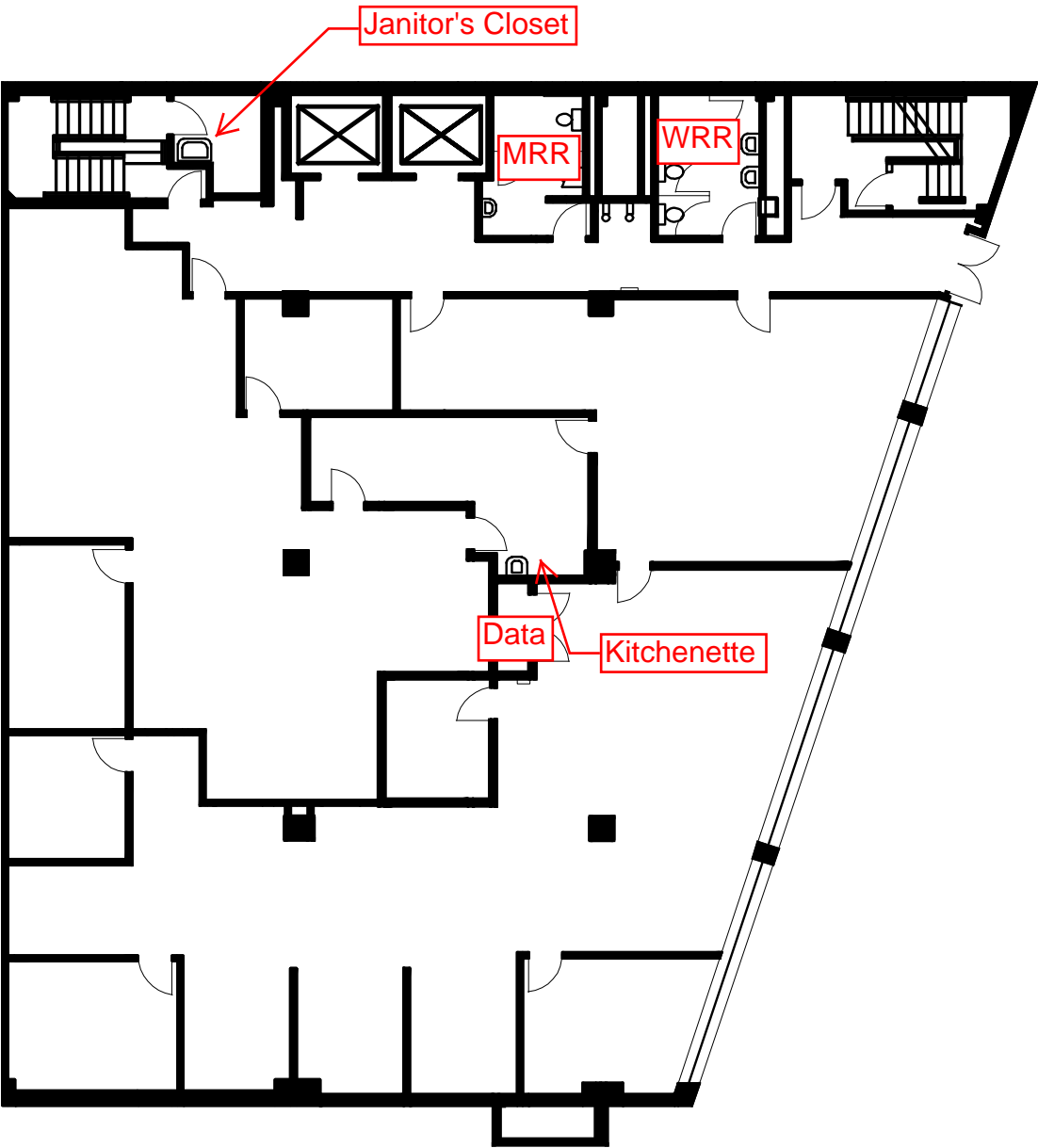


H. Tacoma Municipal Building North



TMBN 1st FLOOR

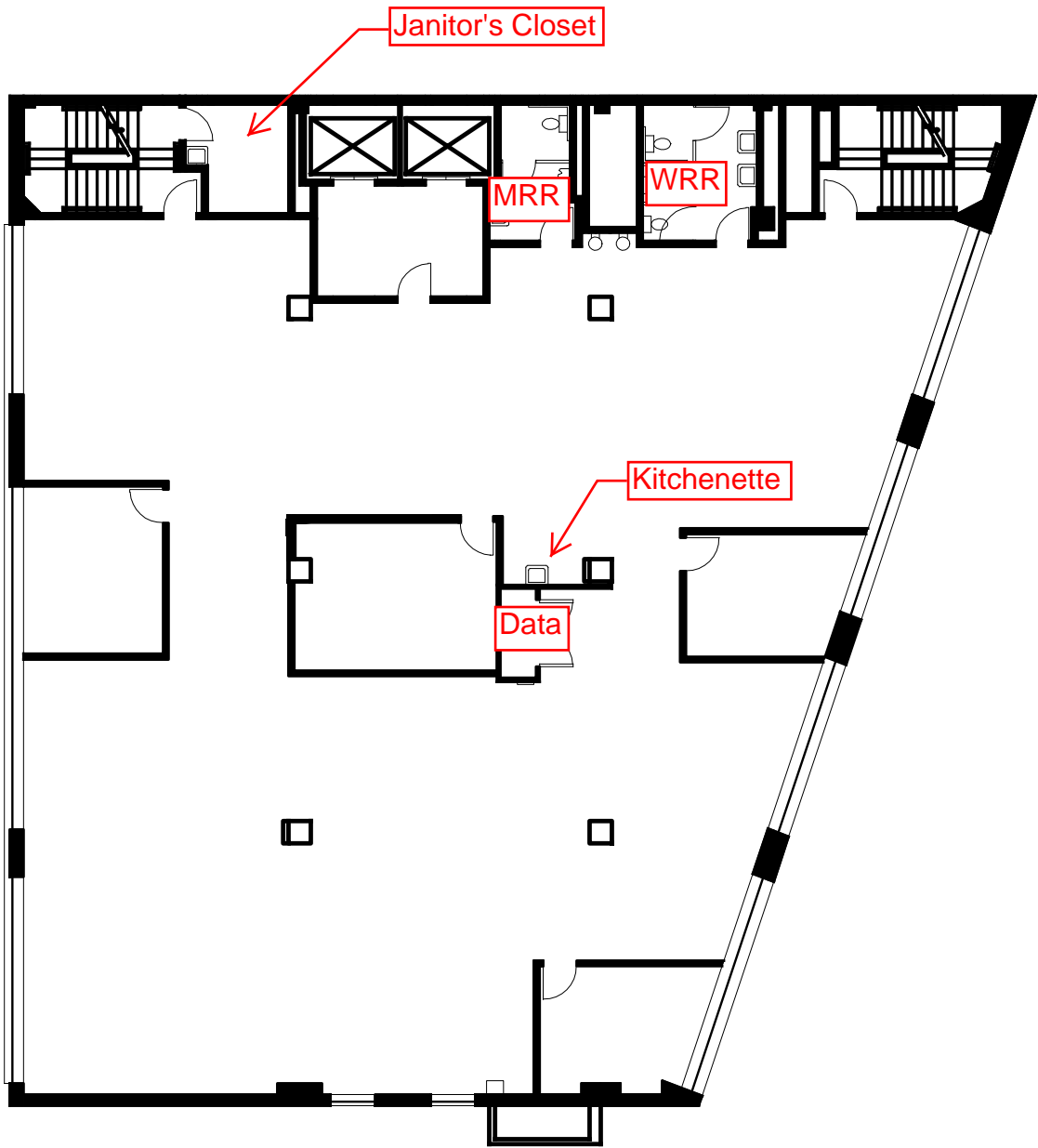




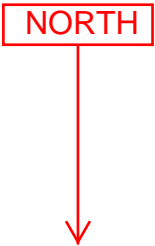
TMBN 2nd FLOOR

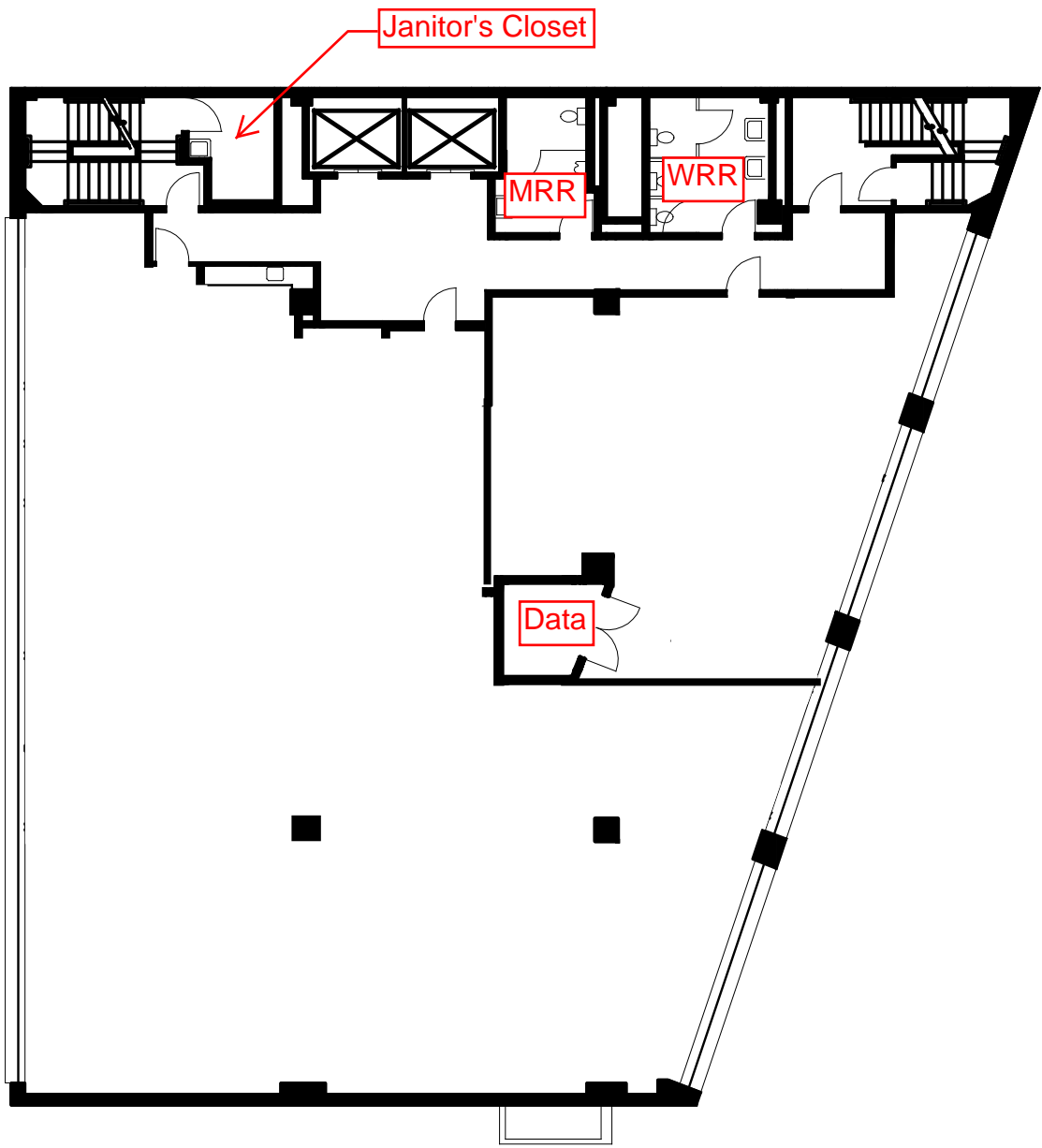
NORTH





TMBN 3rd FLOOR

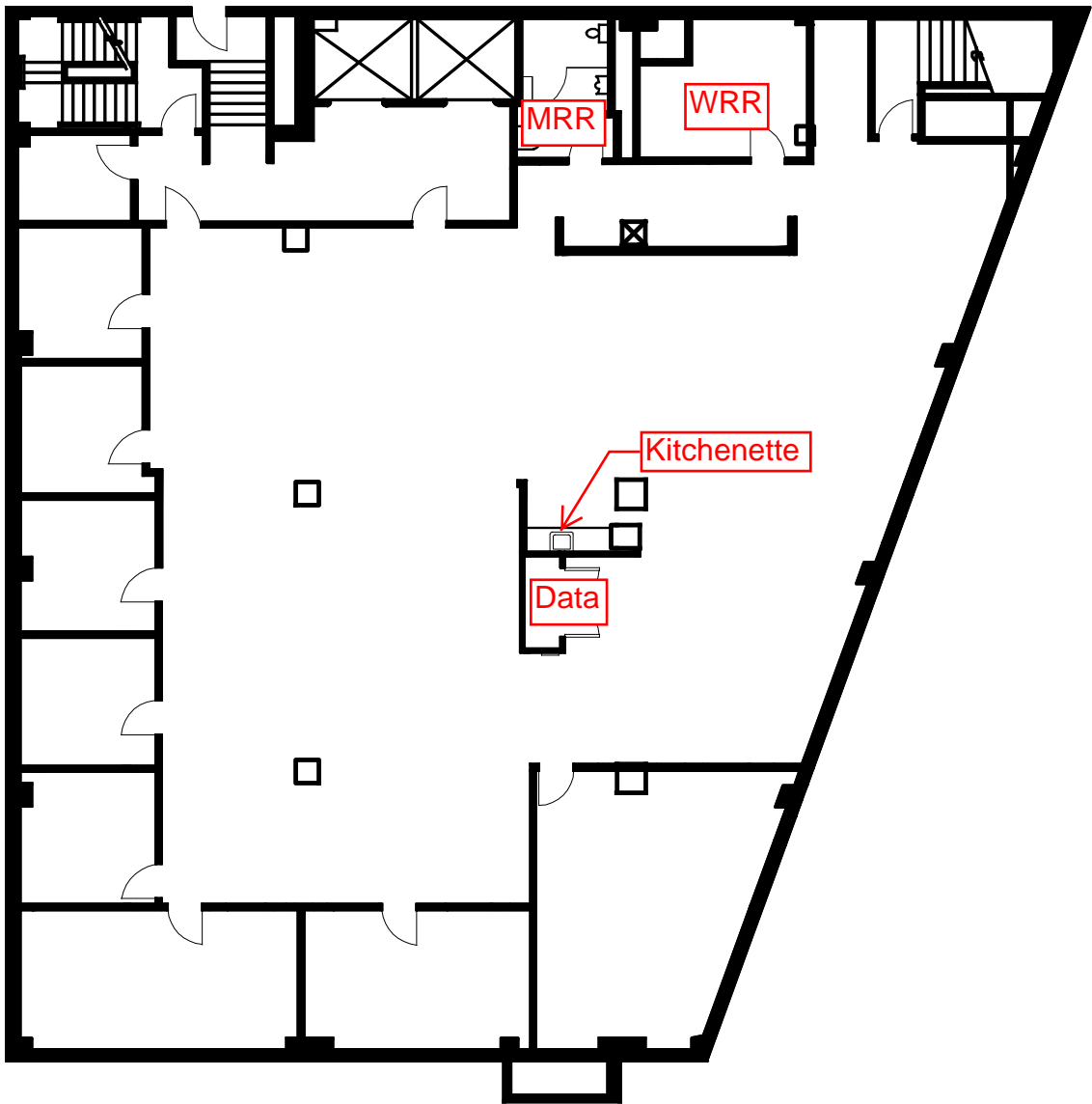




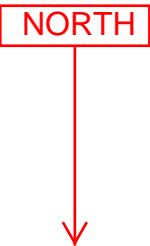
TMBN 4th FLOOR

NORTH





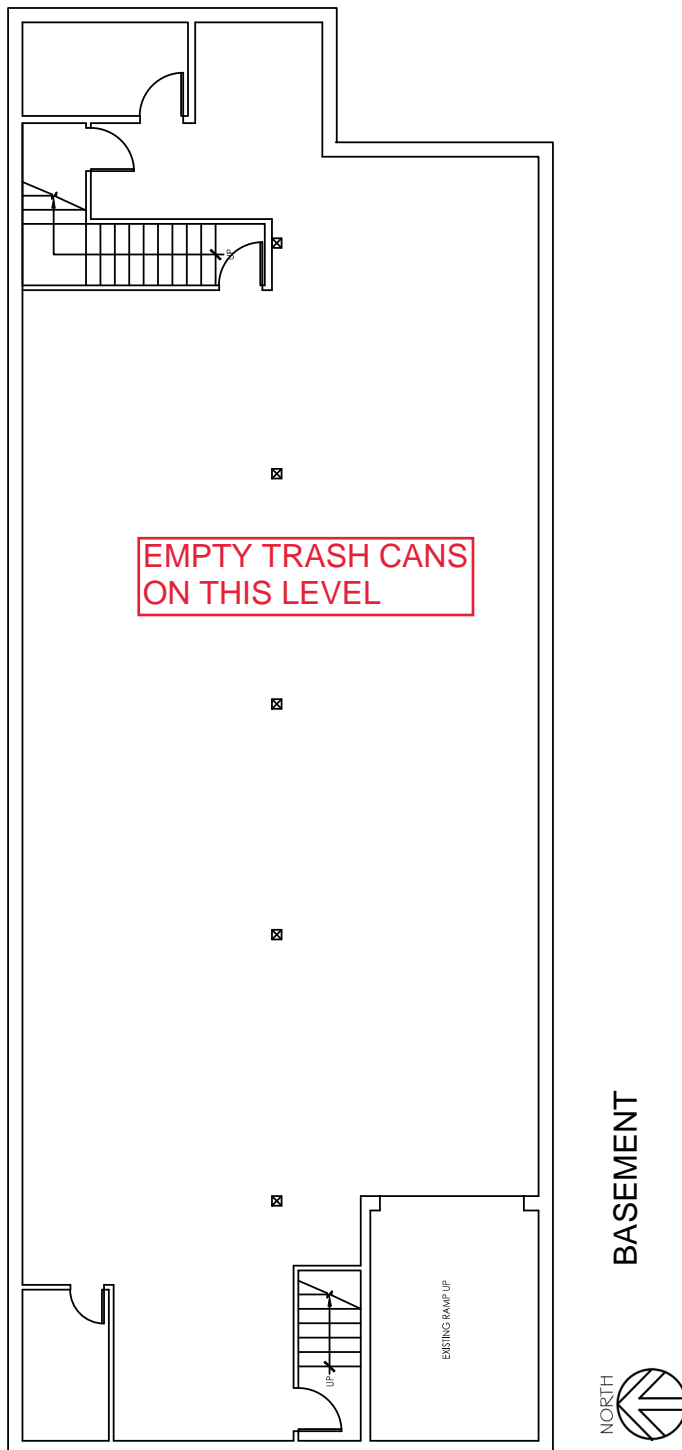
TMBN 5th FLOOR



I. Municipal Services Center

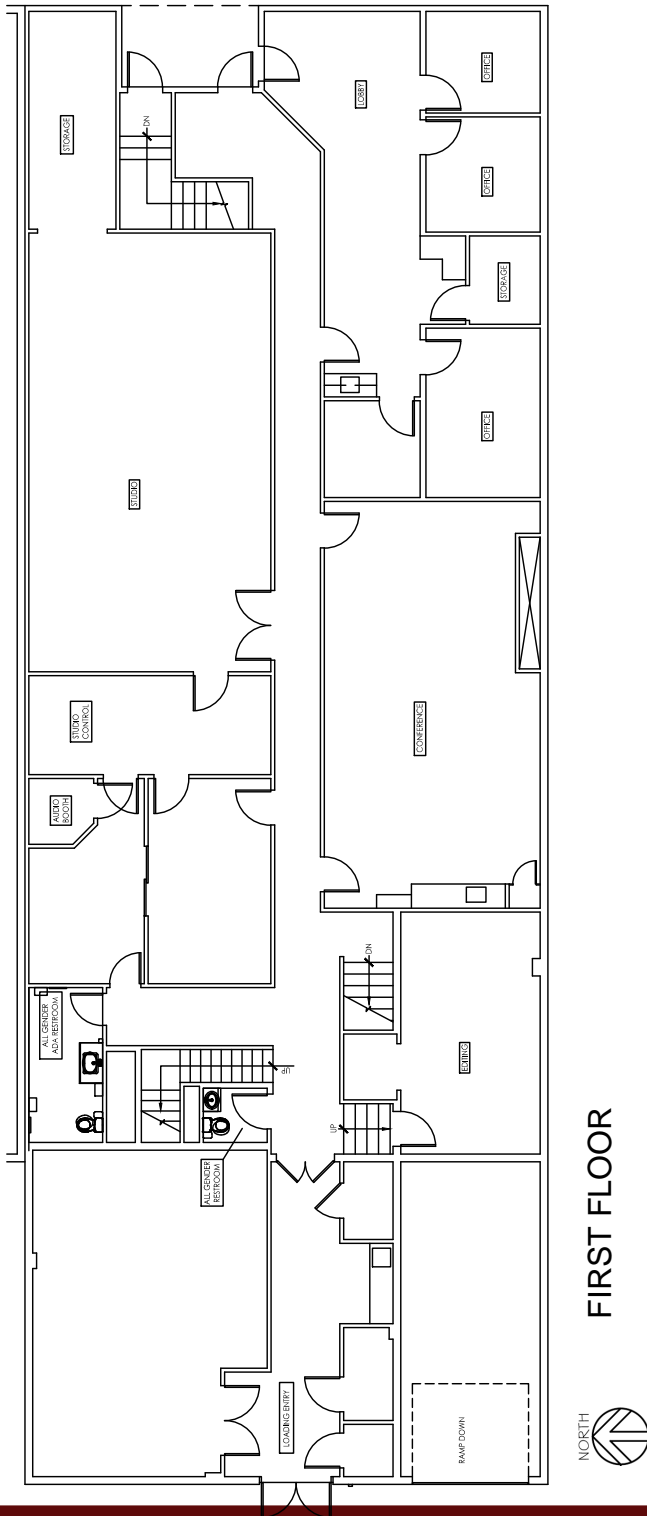
Specification		Municipal Services Center
Address		1224 South "K" Street
Building Square Footage		10210
Carpet SF		8198
Resilient/Other SF		991
Floor plan included		Yes
Number of Floors		3
Number of Locker Rooms		0
Number of Bathrooms		3
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
1	Room Cleaning	Daily
2	Restroom Cleaning	Daily
B	Deep Cleaning	
1	Room Cleaning	Weekly
2	Restroom Cleaning	Weekly
2	Locker Room Cleaning	Weekly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	
2	Resilient Flooring Total Cleaning	
3	Window Total Cleaning	
Unique Cleaning Requirements - Scheduled Services		

I. Municipal Service Center



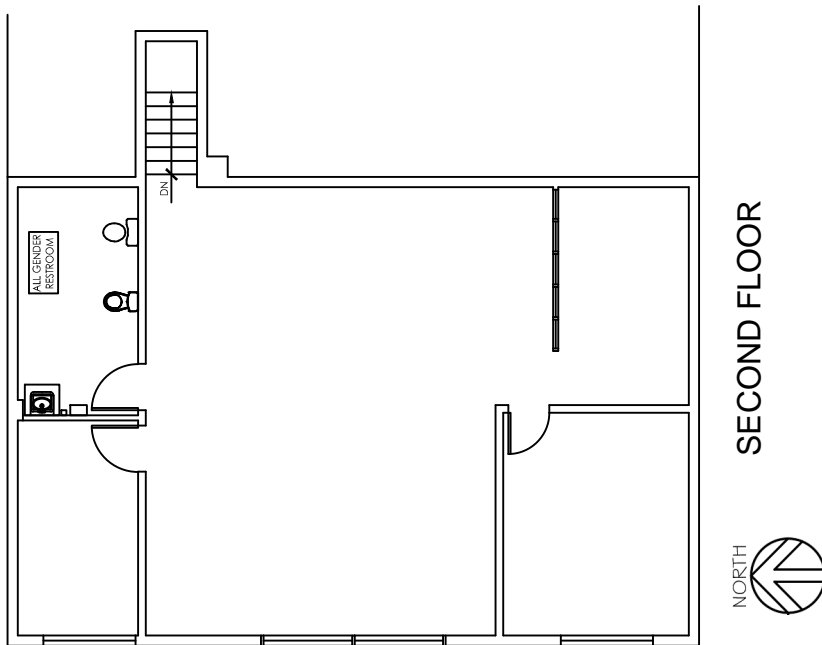
CT20-0151F Multi-Site Janitorial Contract

I. Municipal Service Center



CT20-0151F Multi-Site Janitorial Contract

I. Municipal Service Center



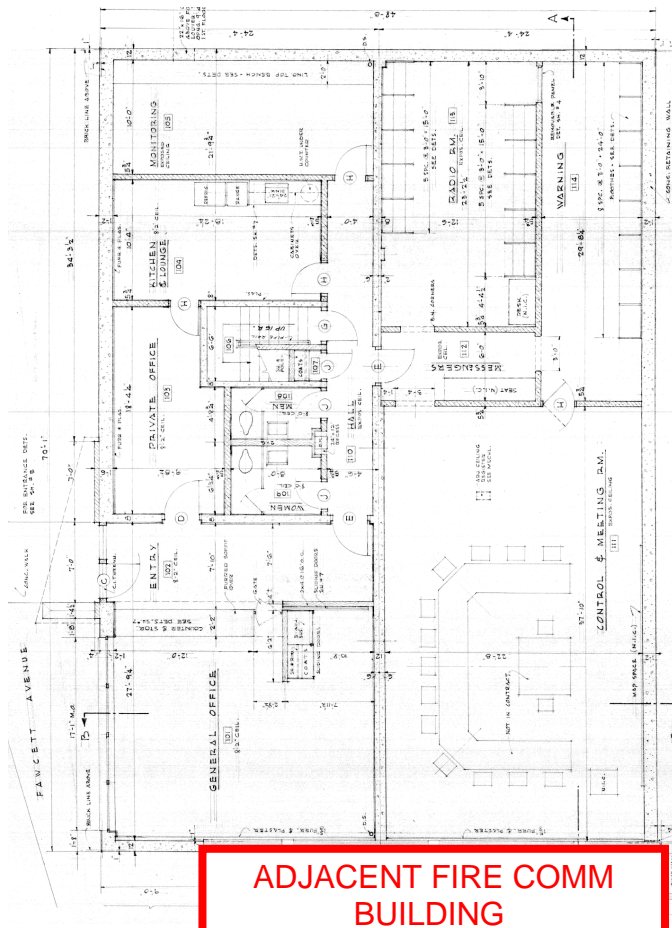
J. Fire Communications and Emergency Operations Center

Specification		Fire Communications	Emergency operations
Address		415 Tacoma Ave S.	420 South Fawcett
Building Square Footage		3530	6700
Carpet SF		882.5	2680
Resilient/Other SF		2647.5	4020
Floor plan included		Yes	Yes
Number of Floors		2	2
Number of Locker Rooms		0	0
Number of Bathrooms		2	4
Number of Kitchens		1	1
Days of Service		M-F	M-F
Hours of Service		1700-2400	1700-2400
2.04.3 Section	Task	Frequency	Frequency
A	Vacuum Carpet and Spot Cleaning	Bi-Weekly	Bi-Weekly
B	Dust Mop	Bi-Weekly	Bi-Weekly
C	Microfiber Spray Mop	Bi-Weekly	Weekly
D	Wet Mop	Monthly	Monthly
E	Damp Wiping	Quarterly	Quarterly
F	Empty Waste Receptables	Bi-Weekly	Bi-Weekly
G	Restroom Cleaning	Bi-Weekly	Bi-Weekly
H	Remove Carpet Runners		
I	Replace Carpet Runners		
J	Clean and Disinfect Drinking Fountains		
K	Stainless Steel/Brass Cleaning		
L	Cleaning, High Traffic Areas		
M	Carpet Extracting	Annually	Annually
N	Spray Buff Hard Floors - start at month 6, then month 18, etc.	Annually	Annually
O	Strip and Refinish - start at year 1	Annually	Annually
P	Scrub - Restroom Floors/Hard Surface Stairwell Floors	Monthly	Monthly
Q	Wall Spot Cleaning	Quarterly	Quarterly
R	Dusting	Weekly	Weekly
S	Remove Recyclable Paper	Bi-Weekly	Bi-Weekly
T	Clean Air Returns and Supply Vents		
U	Lobby and Trailer Glass Cleaning		
V	Smoking Areas		
W	Vacuum fabric modular walls and fabric chairs		
X	Emergency Clean Up/Additional Services	As Needed	As Needed
Y	Total Window Cleaning	Quarterly	Quarterly
Z	Total Floor Cleaning		

Unique Cleaning Requirements - Scheduled Services

Vendor will provide cleaning supplies but paper products are site managed.

J. Fire Communications and Emergency Operations Center

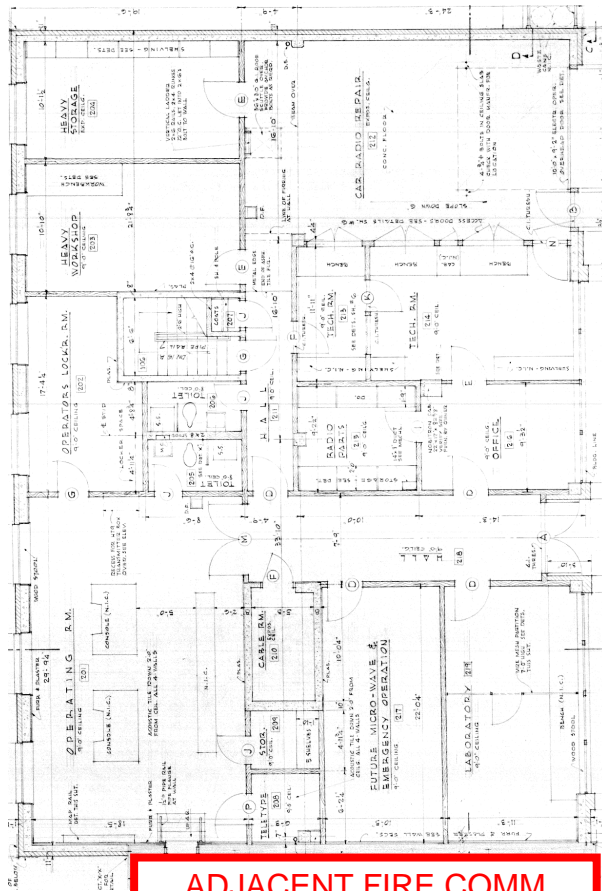


ADJACENT FIRE COMM
BUILDING

FLOOR PLAN UNAVAILABLE

FIRST FLOOR PLAN

J. Fire Communications and Emergency Operations Center



SECOND FLOOR PLAN

ADJACENT FIRE COMM
BUILDING

FLOOR PLAN UNAVAILABLE

K. Fire Garage		
Specification		Fire Garage
Address		3401-B South Orchard St
Building Square Footage		4800
Carpet SF		480
Resilient/Other SF		4320
Floor plan included		No
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		1
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.3 Section	Task	Frequency
A	Vacuum Carpet and Spot Cleaning	Bi-Weekly
B	Dust Mop	Bi-Weekly
C	Microfiber Spray Mop	Weekly
D	Wet Mop	Monthly
E	Damp Wiping	Quarterly
F	Empty Waste Receptables	Bi-Weekly
G	Restroom Cleaning	Bi-Weekly
H	Remove Carpet Runners	
I	Replace Carpet Runners	
J	Clean and Disinfect Drinking Fountains	Monthly
K	Stainless Steel/Brass Cleaning	
L	Cleaning, High Traffic Areas	
M	Carpet Extracting	Annually
N	Spray Buff Hard Floors - start at month 6, then month 18, etc.	Annually
O	Strip and Refinish - start at year 1	Annually
Vendor will need to provide supplies		
	Hard Surface Floors/Hard Surface Stairwell Floors	Monthly
Q	Wall Spot Cleaning	Quarterly
R	Dusting	Weekly
S	Remove Recyclable Paper	Bi-Weekly
T	Clean Air Returns and Supply Vents	
U	Lobby and Trailer Glass Cleaning	
V	Smoking Areas	
W	Vacuum fabric modular walls and fabric chairs	
X	Emergency Clean Up/Additional Services	As Needed
Y	Total Window Cleaning	Quarterly
Z	Total Floor Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will provide cleaning supplies but paper products are site managed.		

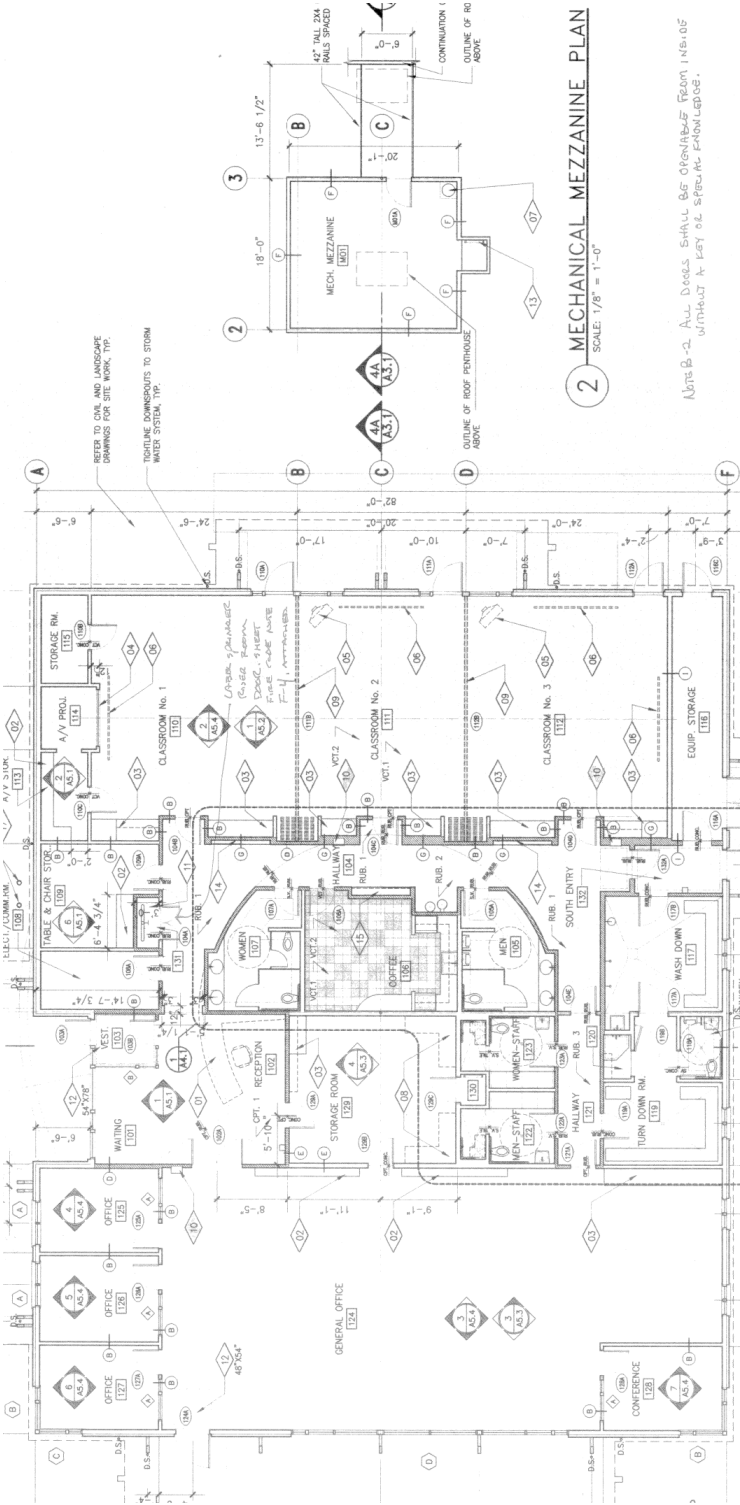
L Fire Prevention		
Specification		Fire Prevention
Address		3471 South 35th St
Building Square Footage		4649
Carpet SF		3139
Resilient/Other SF		769
Floor plan included		Yes
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		2
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.3 Section	Task	Frequency
A	Vacuum Carpet and Spot Cleaning	Bi-Weekly
B	Dust Mop	Bi-Weekly
C	Microfiber Spray Mop	Bi-Weekly
D	Wet Mop	Monthly
E	Damp Wiping	Quarterly
F	Empty Waste Receptables	Bi-Weekly
G	Restroom Cleaning	Bi-Weekly
H	Remove Carpet Runners	
I	Replace Carpet Runners	
J	Clean and Disinfect Drinking Fountains	
K	Stainless Steel/Brass Cleaning	
L	Cleaning, High Traffic Areas	
M	Carpet Extracting	Annually
N	Spray Buff Hard Floors - start at month 6, then month 18, etc.	Annually
O	Strip and Refinish - start at year 1	Annually
P	Scrub - Restroom Floors/Hard Surface Stairwell Floors	Monthly
Q	Wall Spot Cleaning	Quarterly
R	Dusting	Weekly
S	Remove Recyclable Paper	Bi-Weekly
T	Clean Air Returns and Supply Vents	
U	Lobby and Trailer Glass Cleaning	Monthly
V	Smoking Areas	
W	Vacuum fabric modular walls and fabric chairs	
X	Emergency Clean Up/Additional Services	As Needed
Y	Total Window Cleaning	Quarterly
Z	Total Floor Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will provide cleaning supplies but paper products are site managed.		

This architectural floor plan depicts a multi-room building with a grid system (A-L horizontally, 1-10 vertically). The plan includes the following details:

- Rooms and Spaces:**
 - CONFERENCE:** A large room on the right side of the plan.
 - EXERCISE:** A room located between the Conference room and the central corridor.
 - OFFICE:** Several smaller rooms, including one labeled 'OFFICE 201.51'.
 - LOCKERS:** A row of lockers along the bottom left.
 - RESTROOMS:** Located near the lockers.
 - STORAGE:** Various storage areas and closets throughout the plan.
- Mechanical and Structural Details:**
 - Roof:** Indicated by a dashed line at the bottom.
 - Exhaust Fans:** Multiple exhaust fans are shown, some with labels like 'EXH. FAN 100.51'.
 - Windows:** Various window types are shown, including 'NEW 2'-0" TYPED WINDOW' and 'EXIST. WINDOW'.
 - Doors:** Numerous doors are shown, some labeled 'NEW DOOR' or 'EXIST. DOOR'.
 - Structural Elements:** Columns, beams, and walls are clearly delineated.
- Annotations and Notes:**
 - Handwritten notes in various rooms, such as 'NEW 2'-0" TYPED WINDOW' and 'EXIST. WINDOW'.
 - Room numbers and labels, such as 'OFFICE 201.51' and 'CONFERENCE 201.51'.
 - Dimensions and measurements are provided for many elements.

M. Fire Training		
Specification		Fire Training
Address		2124 Marshall Ave
Building Square Footage		9450
Carpet SF		5670
Resilient/Other SF		3780
Floor plan included		Yes
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		6
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.04.3 Section	Task	Frequency
A	Vacuum Carpet and Spot Cleaning	Bi-Weekly
B	Dust Mop	Bi-Weekly
C	Microfiber Spray Mop	Monthly
D	Wet Mop	Monthly
E	Damp Wiping	Quarterly
F	Empty Waste Receptables	Bi-Weekly
G	Restroom Cleaning	Bi-Weekly
H	Remove Carpet Runners	
I	Replace Carpet Runners	
J	Clean and Disinfect Drinking Fountains	Monthly
K	Stainless Steel/Brass Cleaning	
L	Cleaning, High Traffic Areas	
M	Carpet Extracting	Annually
N	Spray Buff Hard Floors - start at month 6, then month 18, etc.	Annually
O	Strip and Refinish - start at year 1	Annually
P	Scrub - Restroom Floors/Hard Surface Stairwell Floors	Monthly
Q	Wall Spot Cleaning	Quarterly
R	Dusting	Weekly
S	Remove Recyclable Paper	Bi-Weekly
T	Clean Air Returns and Supply Vents	
U	Lobby and Trailer Glass Cleaning	Monthly
V	Smoking Areas	
W	Vacuum fabric modular walls and fabric chairs	
X	Emergency Clean Up/Additional Services	As Needed
Y	Total Window Cleaning	Quarterly
Z	Total Floor Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will provide cleaning supplies but paper products are site managed.		

M. Fire Training



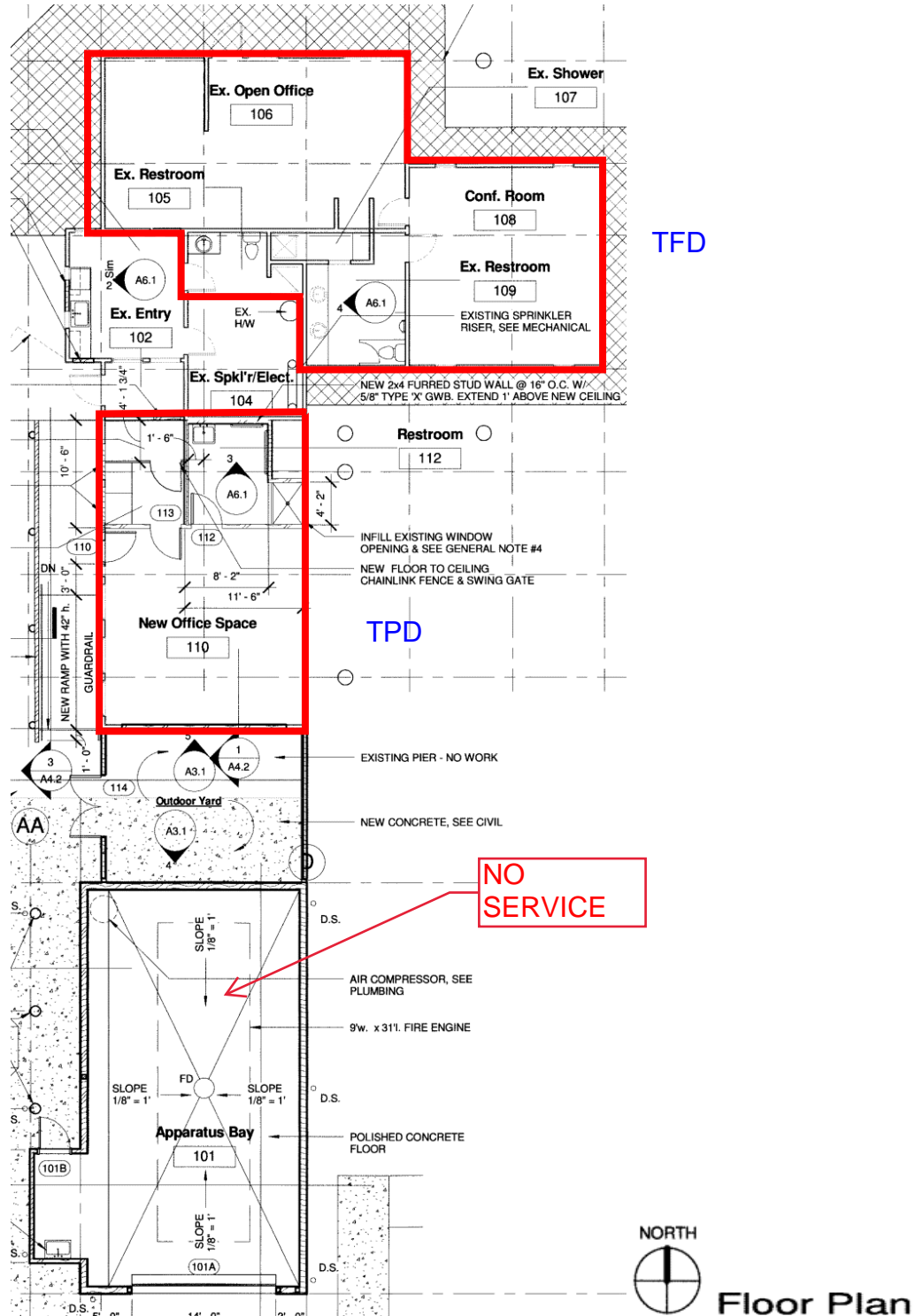
MAIN FLOOR PLAN

2 MECHANICAL MEZZANINE PLAN
SCALE: 1/8" = 1'-0"

Notes B-2 All Doors Shall Be Operable From Inside Without A Key Or Special Knowledge.

N. Fire MSOC		
Specification		MSOC
Address		3301 Ruston Way
Building Square Footage		2985
Carpet SF		1225
Resilient/Other SF		719
Floor plan included		Yes
Number of Floors		1
Number of Locker Rooms		1
Number of Bathrooms		3
Number of Kitchens		1
Days of Service		M-F
Hours of Service		1700-2400
2.01.1 Section	Task	Frequency
A	Vacuum Carpet and Spot Cleaning	Weekly
B	Dust Mop	Weekly
C	Microfiber Spray Mop	Weekly
D	Wet Mop	Monthly
E	Damp Wiping	Quarterly
F	Empty Waste Receptables	Weekly
G	Restroom Cleaning	Weekly
H	Remove Carpet Runners	
I	Replace Carpet Runners	
J	Clean and Disinfect Drinking Fountains	
K	Stainless Steel/Brass Cleaning	
L	Cleaning, High Traffic Areas	
M	Carpet Extracting	Annually
N	Spray Buff Hard Floors - start at month 6, then month 18, etc.	Annually
O	Strip and Refinish - start at year 1	Annually
P	Scrub - Restroom Floors/Hard Surface Stairwell Floors	Monthly
Q	Wall Spot Cleaning	Quarterly
R	Dusting	Weekly
S	Remove Recyclable Paper	Weekly
T	Clean Air Returns and Supply Vents	
U	Lobby and Trailer Glass Cleaning	
V	Smoking Areas	
W	Vacuum fabric modular walls and fabric chairs	
X	Emergency Clean Up/Additional Services	As Needed
Y	Total Window Cleaning	Quarterly
Z	Total Floor Cleaning	
Unique Cleaning Requirements - Scheduled Services		
Vendor will provide cleaning supplies but paper products are site managed.		

N. Fire MSOC



O. Fire Headquarters

Specification	Headquarters
Address	901 Fawcett Ave
Building Square Footage	8896
Carpet SF	6672
Resilient/Other SF	2224
Floor plan included	Yes
Number of Floors	4
Number of Locker Rooms	0
Number of Bathrooms	3
Number of Kitchens	1
Days of Service	M-F
Hours of Service	1700-2400

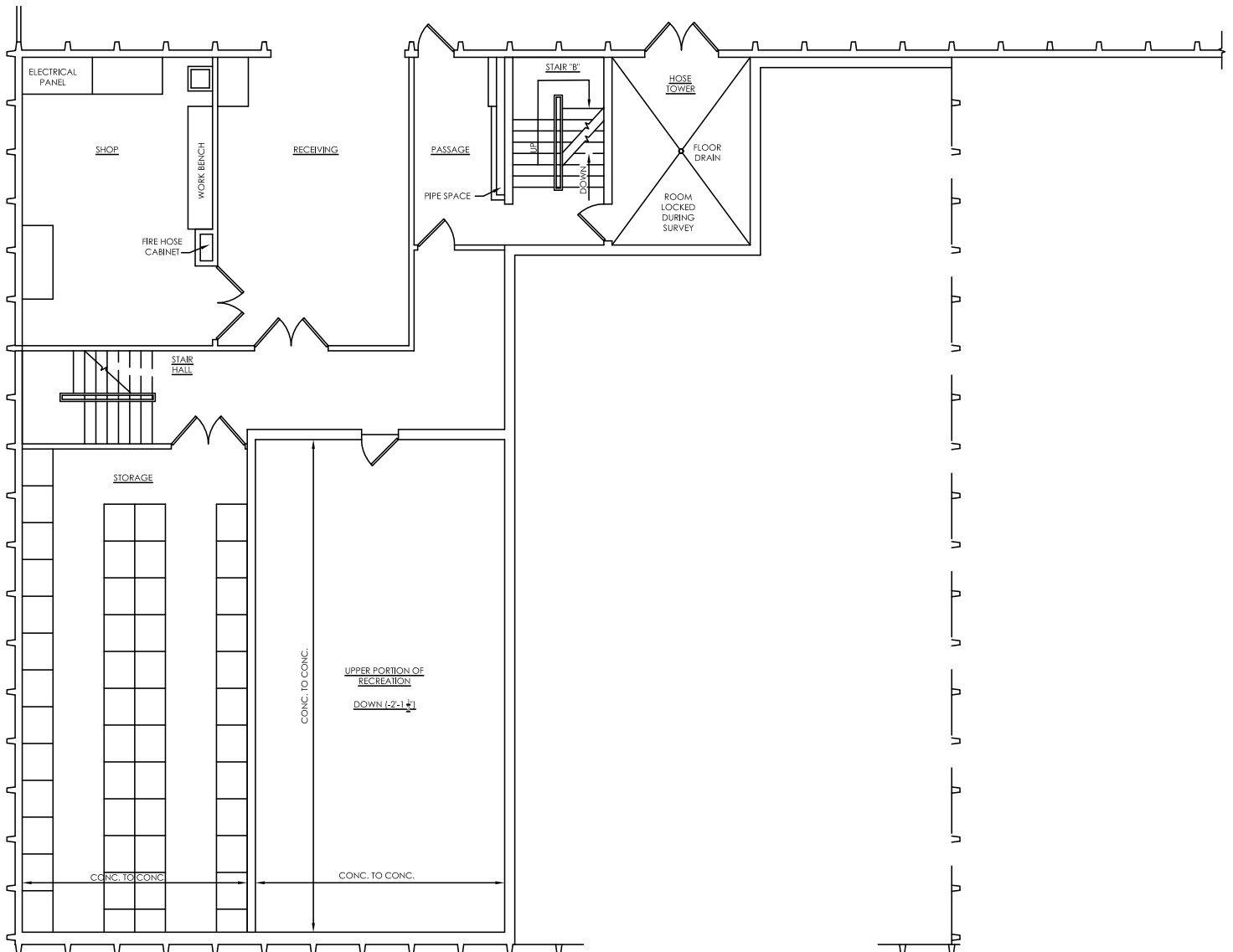
2.04.3 Section	Task	Frequency
A	Vacuum Carpet and Spot Cleaning	Bi-Weekly
B	Dust Mop	Bi-Weekly
C	Microfiber Spray Mop	Bi-Weekly
D	Wet Mop	Monthly
E	Damp Wiping	Quarterly
F	Empty Waste Receptables	Bi-Weekly
G	Restroom Cleaning	Bi-Weekly
H	Remove Carpet Runners	
I	Replace Carpet Runners	
J	Clean and Disinfect Drinking Fountains	Monthly
K	Stainless Steel/Brass Cleaning	
L	Cleaning, High Traffic Areas	
M	Carpet Extracting	Semi-Annually
N	Spray Buff Hard Floors - start at month 6, then month 18, etc.	Annually
O	Strip and Refinish - start at year 1	Annually
P	Scrub - Restroom Floors/Hard Surface Stairwell Floors	Monthly
Q	Wall Spot Cleaning	Quarterly
R	Dusting	Weekly
S	Remove Recyclable Paper	Bi-Weekly
T	Clean Air Returns and Supply Vents	
U	Lobby and Trailer Glass Cleaning	Monthly
V	Smoking Areas	
W	Vacuum fabric modular walls and fabric chairs	
X	Emergency Clean Up/Additional Services	As Needed
Y	Total Window Cleaning	Quarterly
Z	Total Floor Cleaning	

Unique Cleaning Requirements - Scheduled Services

Cleaning requirements for this location are limited to the Mezzanine Level and 2nd floor.

Vendor will provide cleaning supplies but paper products are site managed.

O. Fire Headquarters

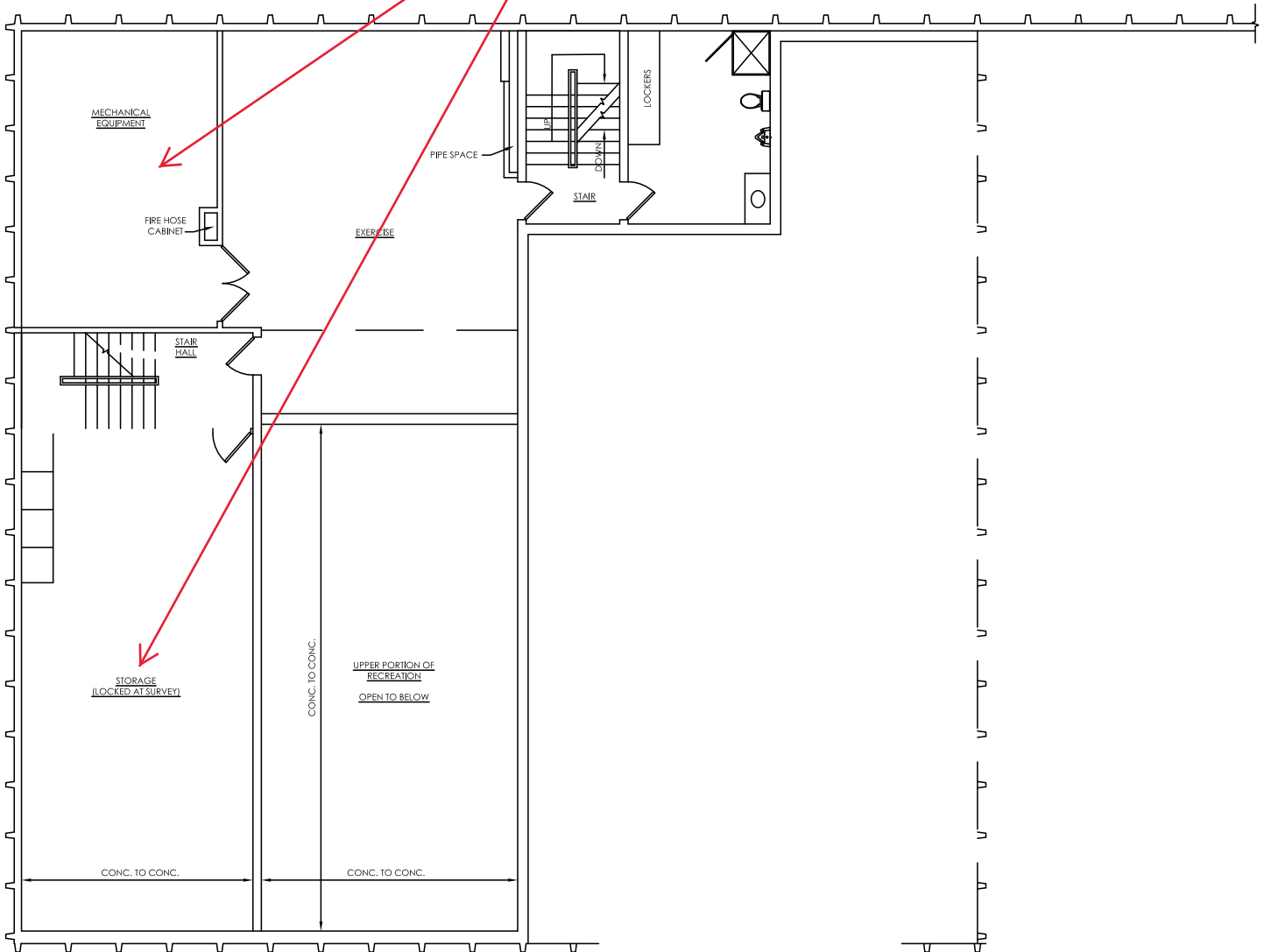


LOWER FLOOR PLAN

No Janitorial
Service

O. Fire Headquarters

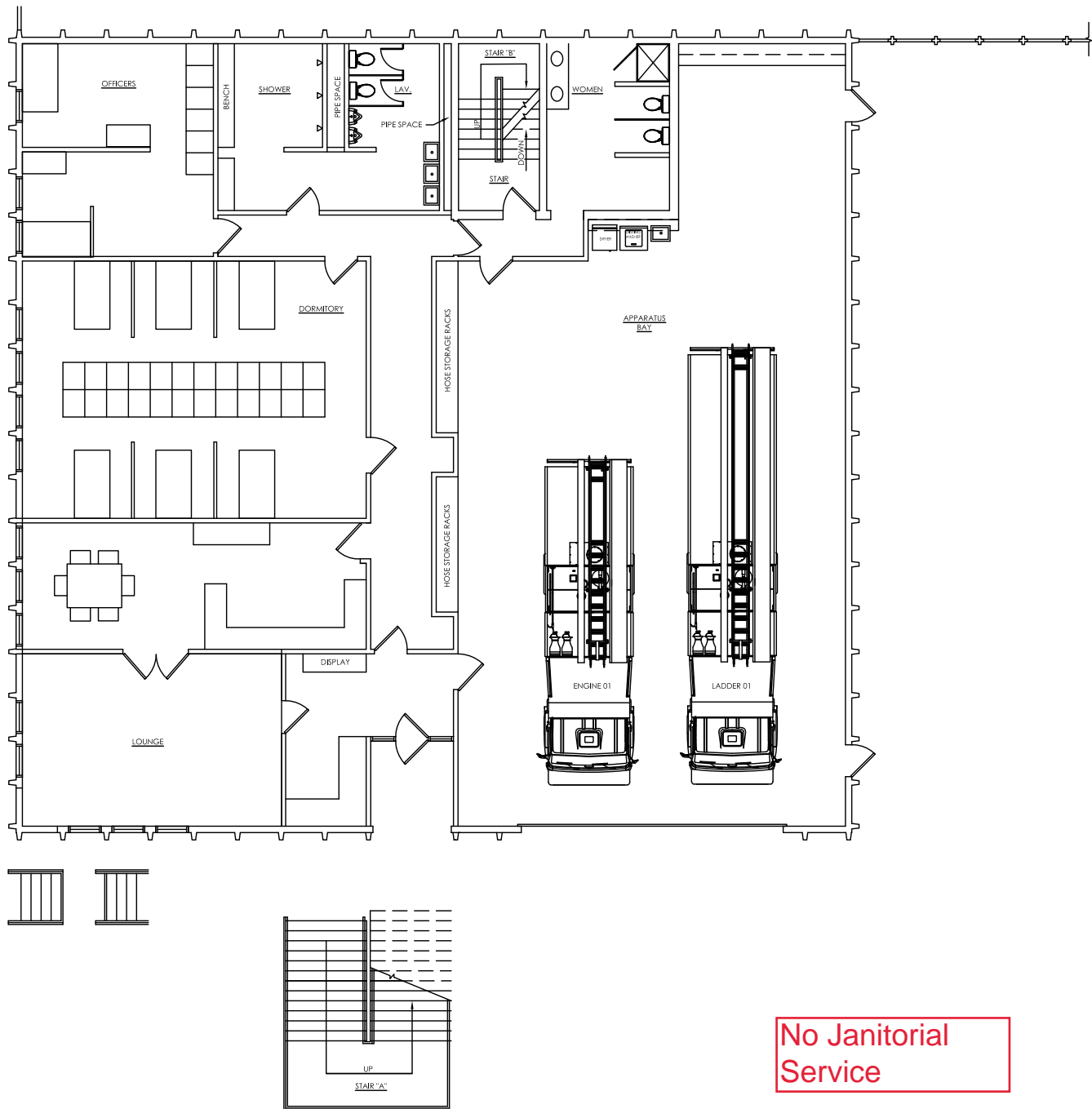
IT room - include
janitorial service



MEZZANINE FLOOR PLAN

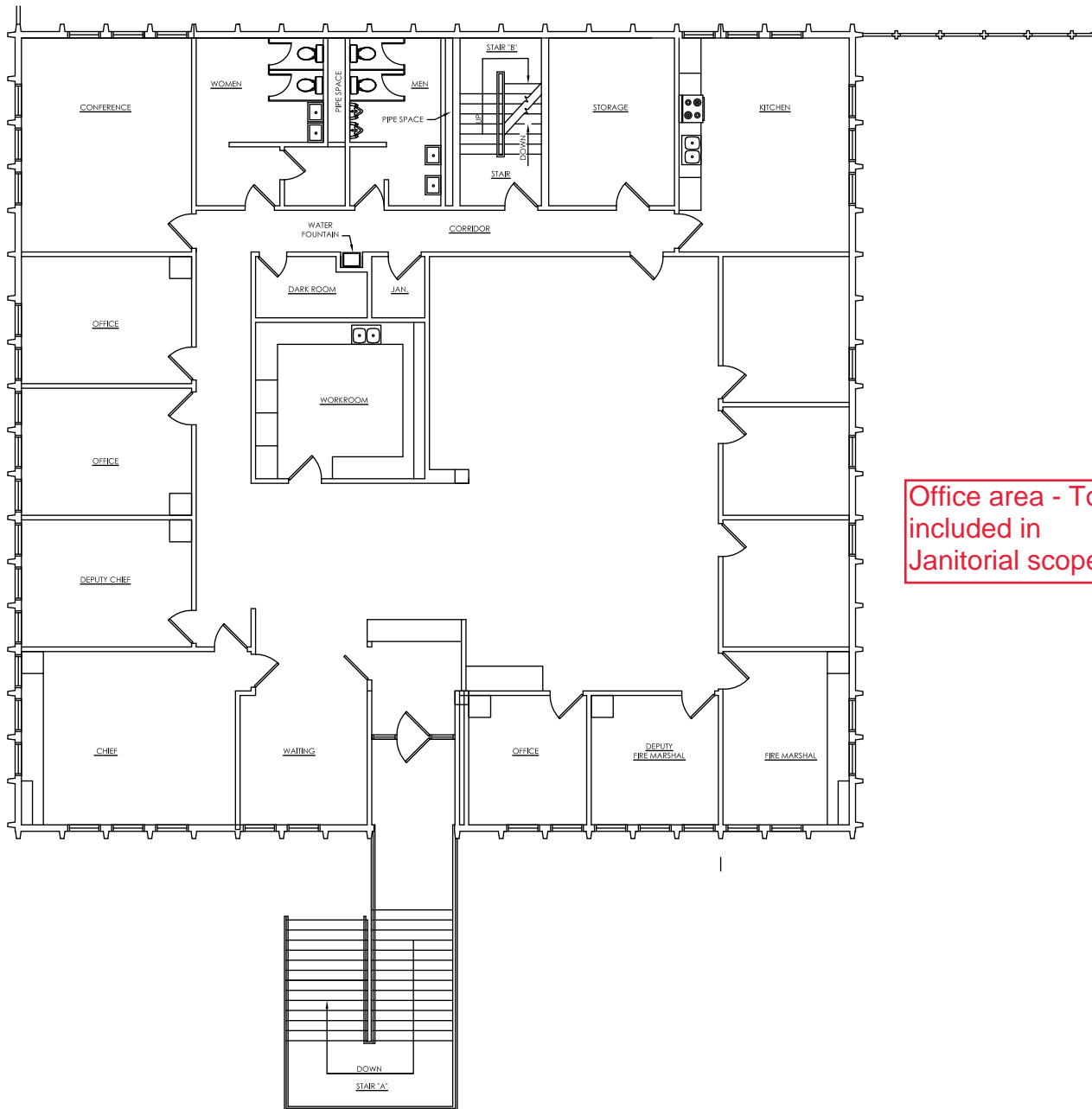
CT20-0151F Multi-Site Janitorial Contract

O. Fire Headquarters



MAIN FLOOR PLAN

O. Fire Headquarters



SECOND FLOOR PLAN

CT20-0151F Multi-Site Janitorial Contract

P. Solid Waste Management

Specification		Building 1 (Admin Bldg)	Building 2 (MRB Office)	Building 3 (Recycle Center Office)	Building 4 (EnviroHouse)
Resilient Flooring Square Footage					
Carpeted Square Footage					
Number of Floors					
Number of Bathrooms					
Number of Kitchens					
Days of Service					
Hours of Service					
2.04.3 Section	Task	Frequency	Frequency	Frequency	Frequency
A	Vacuum Carpet and Spot Cleaning	Daily	NA	Daily	Weekly
B	Dust Mop				
C	Microfiber Spray Mop	Daily	Daily	Daily	Weekly
D	Wet Mop	Daily	Daily	Daily	Weekly
E	Damp Wiping	Daily	Daily	Daily	Weekly
F	Stripping and Sealing - seems like a duplicate of strip & refinish below	Daily	Daily	Daily	
G	Waxing and Buffing - seems like a duplicate of strip & refinish below	Daily	Daily	Daily	Weekly
H	Empty Waste Receptables	Daily	Daily	Daily	
I	Restroom Cleaning	Daily	Daily	Daily	
J	Remove Carpet Runners	Daily	Daily		
K	Replace Carpet Runners	Daily	Daily	Daily	Weekly
L	Clean and Disinfect Drinking Fountains	Daily	Daily	Daily	Weekly
M	Stainless Steel/Brass Cleaning	Quarterly			
N	Cleaning, High Traffic Areas	Annually	Annually		
O	Carpet Extracting	Annually	Annually		
P	Spray Buff Hard Floors - start at month 6, then month 18, etc.	Weekly	Weekly	Weekly	Weekly
Q	Strip and Refinish - start at year 1	Daily	Daily	Daily	Weekly
R	Scrub - Restroom Floors/Hard Surface Stairwell Floors	Daily	Daily	Daily	Weekly
S	Wall Spot Cleaning	Daily	Daily	Daily	Weekly
T	Dusting	Monthly	Monthly	Monthly	Monthly
U	Remove Recyclable Paper	Daily	Daily	Daily	
V	Clean Air Returns and Supply Vents	Daily			
W	Lobby and Trailer Glass Cleaning	Weekly	Weekly	Weekly	
X	Smoking Areas	As Needed	As Needed	As Needed	As Needed
Y	Vacuum fabric modular walls and fabric chairs	Quarterly	Quarterly	Quarterly	Quarterly
Z	Emergency Clean Up/Additional Services	Semi-Annually	Semi-Annually	Semi-Annually	Semi-Annually
Unique Cleaning Requirements - Scheduled Services					
Scrub - Methane Tech Office, 1st Floor Break Room, Locker Rooms, Shop Areas vendor will provide supplies					

[illegible]

Architectural floor plan of a building, likely a school or institutional structure. The plan shows various rooms, corridors, and outdoor areas. Key features include:

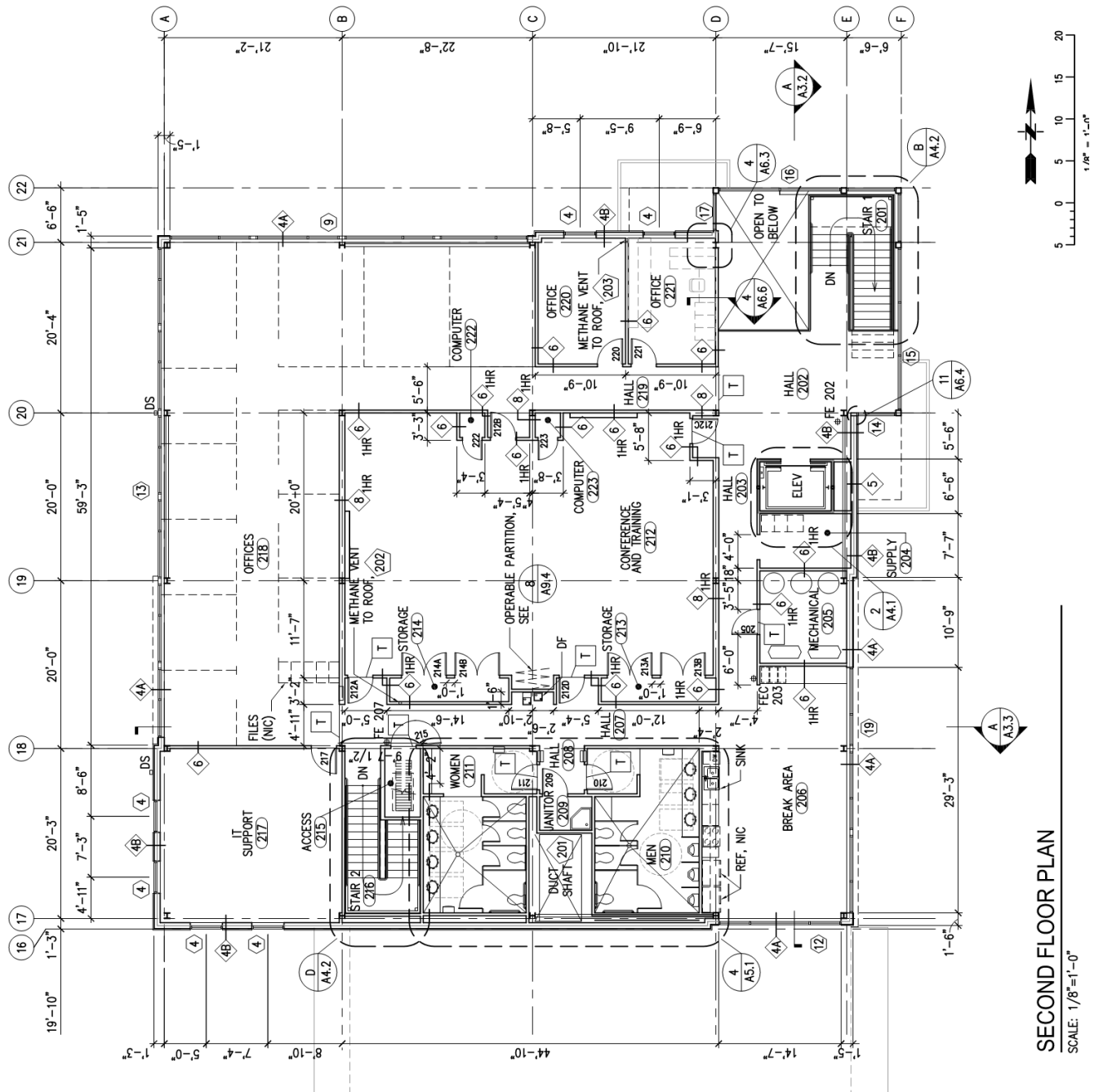
- Rooms and Areas:** CER. ROOM, ARTS, STORAGE, DOE REPAIR, DOE, and various smaller rooms and corridors.
- Dimensions:** Numerous dimensions are provided, such as 15'-0", 11'-0", 9'-0", 8'-0", 7'-0", 6'-0", 5'-0", 4'-0", 3'-0", 2'-0", 1'-0", 1/2", 1/4", 1/8", 1/16", 1/32", 1/64", 1/128", 1/256", 1/512", 1/1024", 1/2048", 1/4096", 1/8192", 1/16384", 1/32768", 1/65536", 1/131072", 1/262144", 1/524288", 1/1048576", 1/2097152", 1/4194304", 1/8388608", 1/16777216", 1/33554432", 1/67108864", 1/134217728", 1/268435456", 1/536870912", 1/1073741824", 1/2147483648", 1/4294967296", 1/8589934592", 1/17179869184", 1/34359738368", 1/68719476736", 1/137438953472", 1/274877906944", 1/549755813888", 1/1099511627776", 1/2199023255552", 1/4398046511104", 1/8796093022208", 1/17592186044416", 1/35184372088832", 1/70368744177664", 1/140737488355328", 1/281474976710656", 1/562949953421312", 1/1125899906842624", 1/2251799813685248", 1/4503599627370496", 1/9007199254740992", 1/18014398509481984", 1/36028797018963968", 1/72057594037927936", 1/144115188075855872", 1/288230376151711744", 1/576460752303423488", 1/1152921504606846976", 1/2305843009213693952", 1/4611686018427387904", 1/9223372036854775808", 1/18446744073709551616", 1/36893488147419103232", 1/73786976294838206464", 1/147573952589676412928", 1/295147905179352825856", 1/590295810358705651712", 1/1180591620717411303424", 1/2361183241434822606848", 1/4722366482869645213696", 1/9444732965739290427392", 1/18889465931478580854784", 1/37778931862957161709568", 1/75557863725914323419136", 1/151115727451828646838272", 1/302231454903657293676544", 1/604462909807314587353088", 1/1208925819614629174706176", 1/2417851639229258349412352", 1/4835703278458516698824704", 1/9671406556917033397649408", 1/19342813113834066795298816", 1/38685626227668133590597632", 1/77371252455336267181195264", 1/154742504910672534362390528", 1/309485009821345068724781056", 1/618970019642690137449562112", 1/1237940039285380274899124224", 1/2475880078570760549798248448", 1/4951760157141521099596496896", 1/9903520314283042199192993792", 1/19807040628566084398385987584", 1/39614081257132168796771975168", 1/79228162514264337593543950336", 1/158456325028528675187087900672", 1/316912650057057350374175801344", 1/633825300114114700748351602688", 1/1267650600228229401496703205376", 1/2535301200456458802993406410752", 1/5070602400912917605986812821504", 1/10141204801825835211973625643008", 1/20282409603651670423947251286016", 1/40564819207303340847894502572032", 1/81129638414606681695789005144064", 1/162259276829213363391578010288128", 1/324518553658426726783156020576256", 1/649037107316853453566312041152512", 1/1298074214633706907132624082305024", 1/2596148429267413814265248164610048", 1/5192296858534827628530496329220096", 1/10384593717069655257060992658440192", 1/20769187434139310514121985316880384", 1/41538374868278621028243970633760768", 1/83076749736557242056487941267521536", 1/166153499473114484112975882535043072", 1/332306998946228968225951765070086144", 1/664613997892457936451903530140172288", 1/1329227995784915872903807060280344576", 1/2658455991569831745807614120560689152", 1/5316911983139663491615228241121378304", 1/10633823966279326983230456482242756608", 1/21267647932558653966460912964485513216", 1/42535295865117307932921825928971026432", 1/85070591730234615865843651857942052864", 1/170141183460469231731687303715884105728", 1/340282366920938463463374607431768211456", 1/680564733841876926926749214863536422912", 1/1361129467683753853853498429727072845824", 1/2722258935367507707706996859454145691648", 1/5444517870735015415413993718908291383296", 1/10889035741470030830827987437816582766592", 1/21778071482940061661655974875633165533184", 1/43556142965880123323311949751266331066368", 1/87112285931760246646623899502532662132736", 1/174224571863520493293247799005065324265472", 1/348449143727040986586495598010130648530944", 1/696898287454081973172991196020261297061888", 1/1393796574908163946345982392040522594123776", 1/2787593149816327892691964784081045188247552", 1/5575186299632655785383929568162090376495104", 1/11150372599265311570767859136324180752990208", 1/22300745198530623141535718272648361505980416", 1/44601490397061246283071436545296723011960832", 1/892029

OFFICE AND SHOP FLOOR PLAN
1/4" = 1'-0"



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P. Solid Waste Management

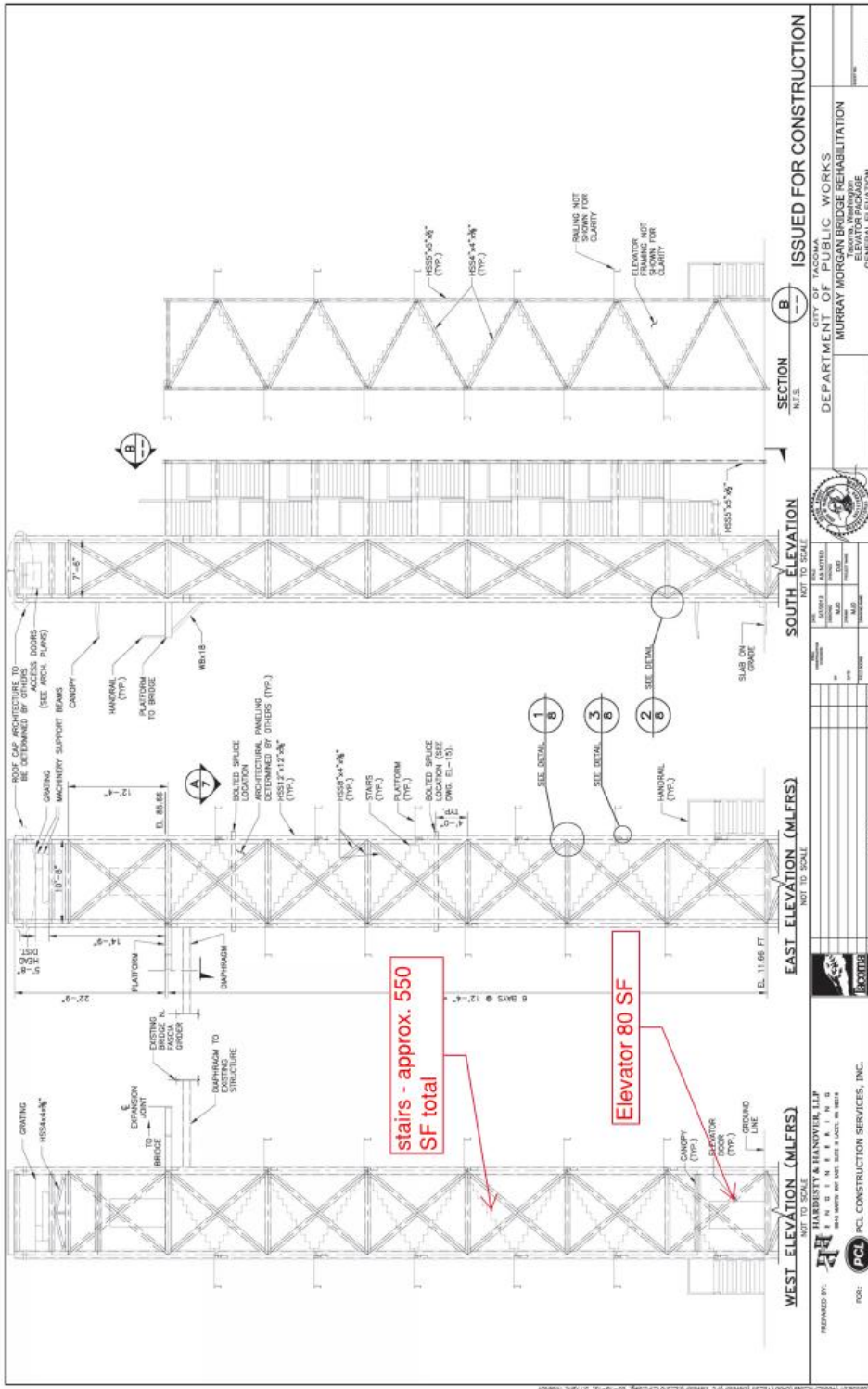


CT20-0151F Multi-Site Janitorial Contract

Q. Murray Morgan Bridge Elevator			
Specification		Elevator	Stairwell
Resiliant Flooring Square Footage		80	600
Carpeted Square Footage			
Number of Floors		6	6
Number of Bathrooms		0	0
Number of Kitchens		0	0
Days of Service		M-F	M
Hours of Service		anytime	anytime
Unique Cleaning Requirements - Scheduled Services			
Routine Services	Dust, wipe, spot clean, and remove fingerprints to include:		
	Elevator cab walls, floors, handrails	weekly	weekly
	Stairwell walls, floors, handrails	weekly	weekly
	Sweep and mop the following areas:		
	Elevator surfaces	weekly	weekly
	Stairwells	weekly	weekly
	Clean/Wipe Chrome Fixtures:		
	Exterior elevator cab & call buttons (all floors)	Daily	Daily
	Interior elevator cab & call buttons	Daily	Daily
	Empty trash receptacles & replace trash liners @ following locations:	weekly	weekly
	Dock Street	weekly	weekly
On Call Services	Graffiti removal and clean up	as needed	as needed
	Emergency trash removal and clean up	as needed	as needed
	Bodily fluids and clean up	as needed	as needed
	ther miscellaneous emergency requests	as needed	as needed

Vendor will provide supplies.

Q. Murray Morgan Bridge Elevator



R. South Service Center

Specification		Garage	Office
Resilient Flooring Square Footage		792	2600
Carpeted Square Footage			1200
Number of Floors		2	1
Number of Bathrooms		1	1
Number of Kitchens		0	0
Days of Service		M - F	M - F
Hours of Service		after 5 pm	after 5 pm
2.04.4 Section	Grouped Frequencies	Frequency	Frequency
A	Routine Cleaning		
	1 Room Cleaning	Daily	Daily
	2 Restroom Cleaning	Daily	Daily
B	Deep Cleaning		
	1 Room Cleaning	Weekly	Weekly
	2 Restroom Cleaning	Weekly	Weekly
	2 Locker Room Cleaning	Weekly	Weekly
C	Periodic Cleaning		
	1 Carpeted Floor Total Cleaning	Semi-Annually	Semi-Annually
	2 Resilient Flooring Total Cleaning	Quarterly	Quarterly
	3 Window Total Cleaning	Quarterly	Quarterly
Unique Cleaning Requirements - Scheduled Services			
<p>Bathrooms in office building include shower and locker room.</p> <p>Garage has bath and laundry room on the second floor, otherwise cleaning is limited of offices on the first floor.</p> <p>Vendor will provide cleaning supplies but paper products are site managed.</p>			

S. McMillin Reservoir		
Specification		Building 1
Resilient Flooring Square Footage		3935
Carpeted Square Footage		1325
Number of Floors		2
Number of Bathrooms		4
Number of Kitchens		1
Days of Service		Wed, Sat
Hours of Service		Wed after 5pm, anytime Sat
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
	1 Room Cleaning	2x/week
	2 Restroom Cleaning	2x/week
B	Deep Cleaning	
	1 Room Cleaning	Weekly
	2 Restroom Cleaning	Weekly
	3 Locker Room Cleaning	Weekly
C	Periodic Cleaning	
	1 Carpeted Floor Total Cleaning	Semi-Annually
	2 Resilient Flooring Total Cleaning	Semi-Annually
	3 Window Total Cleaning	Semi-Annually
Unique Cleaning Requirements - Scheduled Services		
<p>Contractor must make contact with control center operator via telephone at (253) 502-8344 upon arrival at facility each time they arrive to perform cleaning services.</p> <p>Access control badge required for entry into facility.</p> <p>Machine scrub tile in shower stalls quarterly.</p> <p>Vendor will provide supplies.</p>		

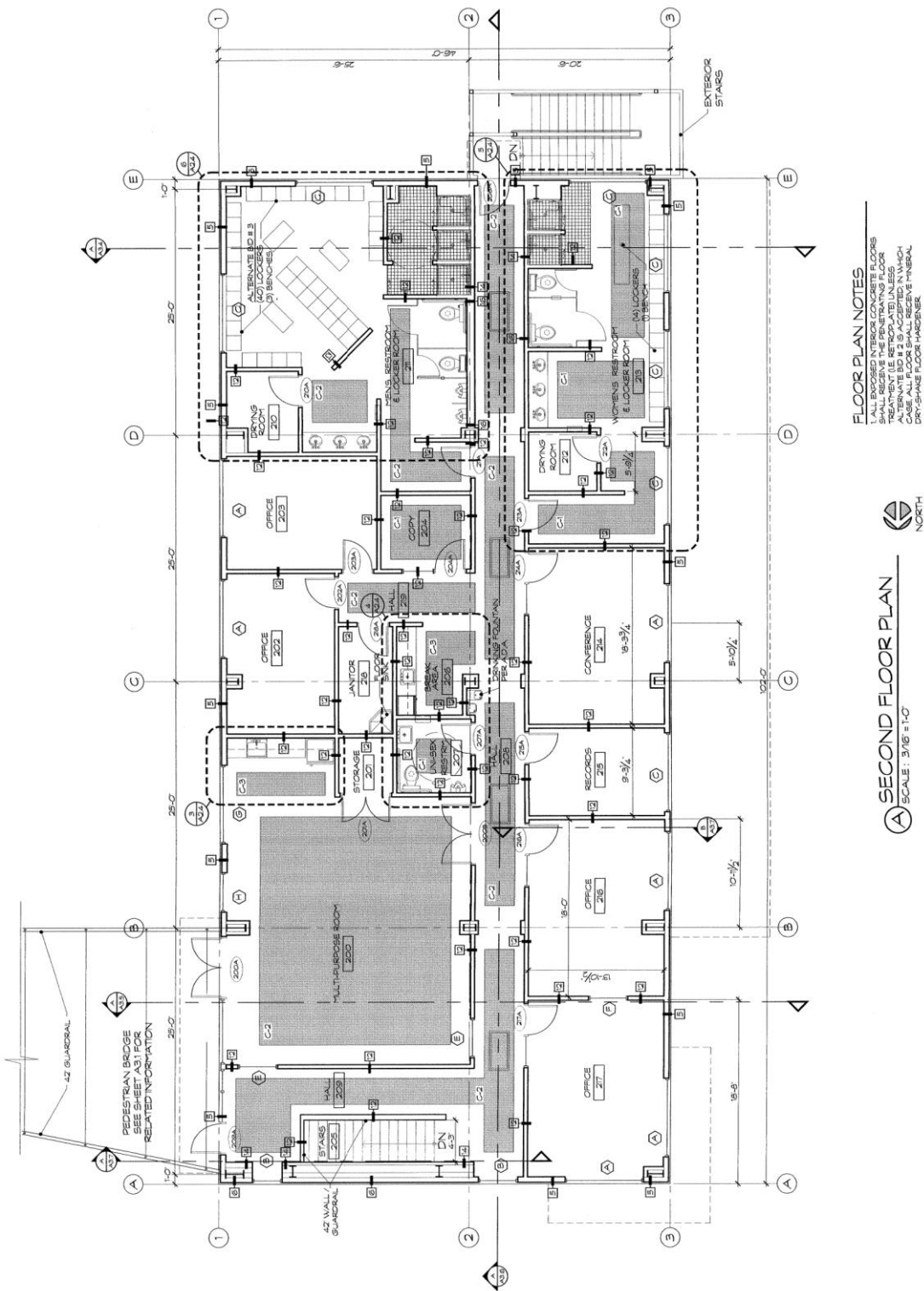
FLOOR PLAN NOTES

1. ALL EXPOSED INTERIOR CONCRETE FLOOR SHALL RECEIVE THE PENETRATING FLOOR TREATMENT (I.E. RETROPLATE) UNLESS ALTERNATE BID # 2 IS ACCEPTED; IN WHICH CASE, ALL FLOOR SHALL RECEIVE MINERAL DRY-SHAKE FLOOR HARDENER.

SCALE: 3/16" = 1'-0"

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S. McMillin Reservoir



T. Green River Headworks

Specification		Building 1
Resilient Flooring Square Footage		4915
Carpeted Square Footage		2175
Number of Floors		1
Number of Bathrooms		4
Number of Kitchens		1
Days of Service		Tuesdays and Fridays
Hours of Service		after 5pm
2.04.4 Section	Grouped Frequencies	Frequency
A	Routine Cleaning	
1	Room Cleaning	2x/week
2	Restroom Cleaning	2x/week
B	Deep Cleaning	
1	Room Cleaning	Weekly
2	Restroom Cleaning	Weekly
3	Locker Room Cleaning	Weekly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	Semi-Annually
2	Resilient Flooring Total Cleaning	Semi-Annually
3	Window Total Cleaning	Semi-Annually

Unique Cleaning Requirements - Scheduled Services

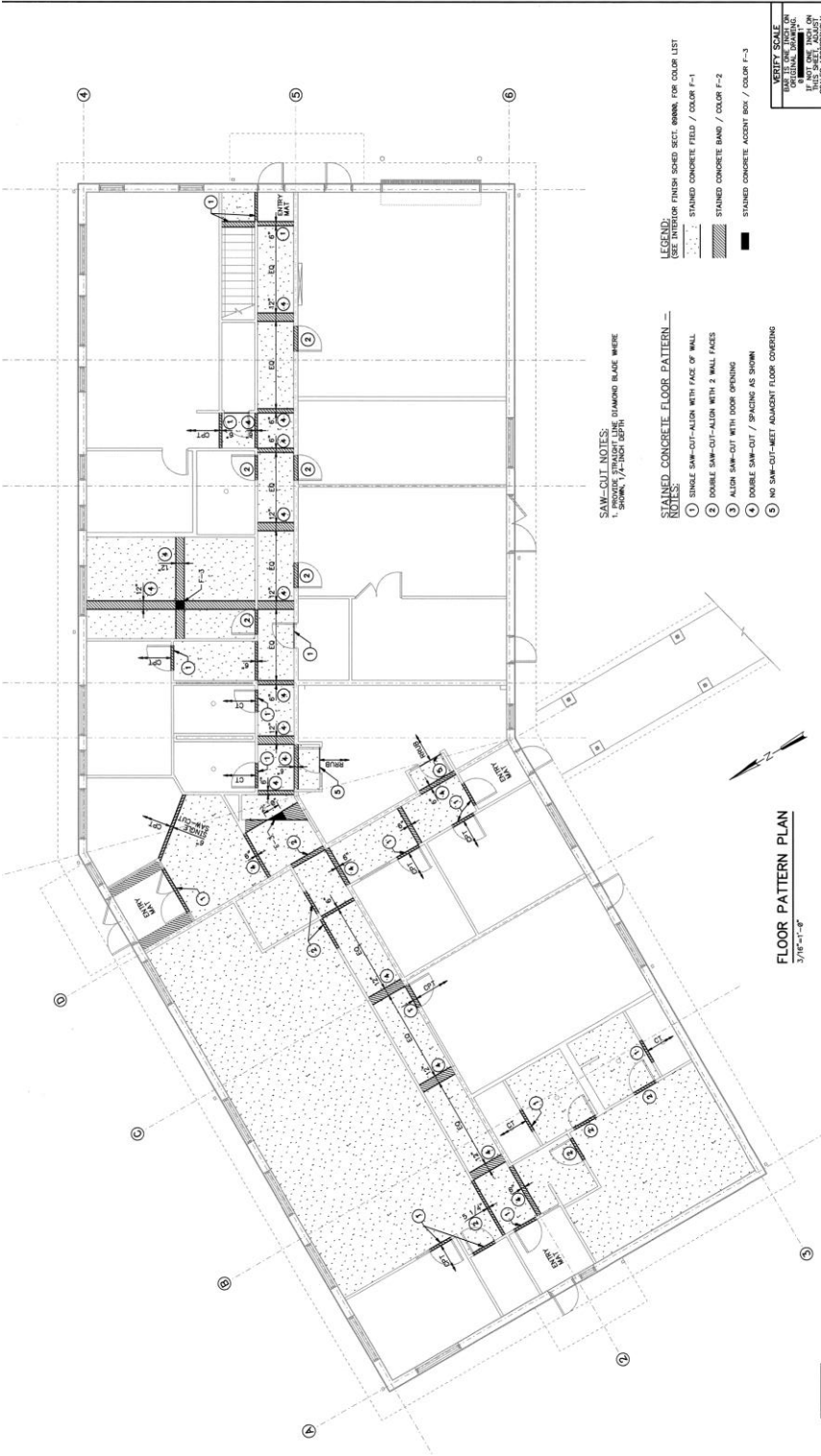
Contractor must make contact with gate guard upon arrival at facility each time they arrive to perform cleaning services.

Hazardous winter weather may prevent contractor from arriving at site. Notify site contact if contractor is unable to perform work due to inclement weather.

Machine scrub tile in shower stalls quarterly.

Vendor will provide supplies.

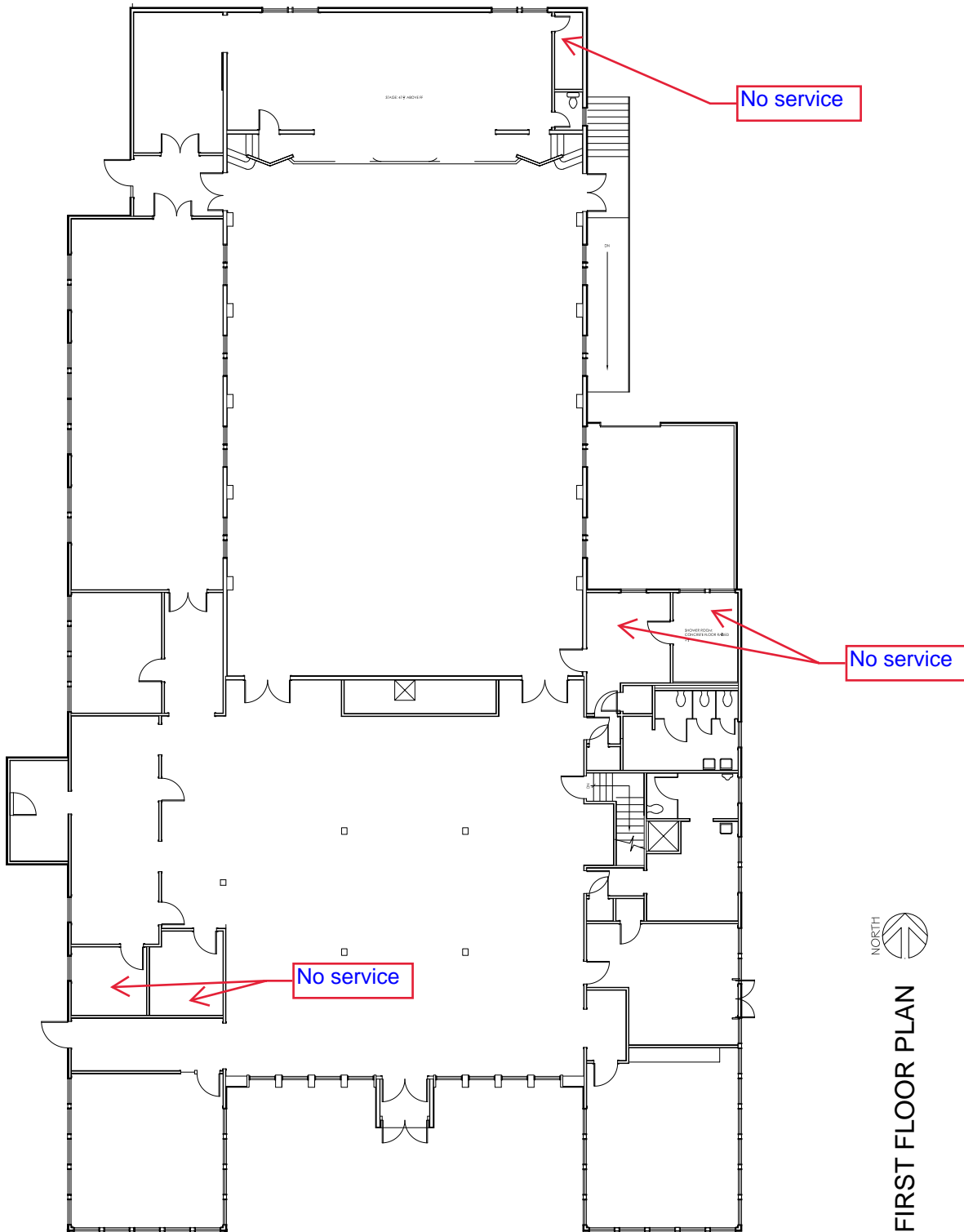
T. Green River Headworks



U. Beacon Activity Center

Specification		Beacon
Square Footage		12450
Resilient Flooring Square Footage		12450
Carpeted Square Footage		
Floor Plans Included		Yes
Number of Floors		1
Number of Locker Rooms		0
Number of Bathrooms		3
Number of Kitchens		1
Days of Service		every day
Hours of Service		8 am, 6pm
Supplies Management		site managed
2.04.4 Section	Grouped Cleaning Specification	Frequency
A	Routine Cleaning	
1	Room Cleaning	Twice Daily?
2	Restroom Cleaning	Twice Daily?
B	Deep Cleaning	
1	Room Cleaning	Weekly
2	Restroom Cleaning	Weekly
2	Locker Room Cleaning	Weekly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	Bi-Annually
2	Resilient Flooring Total Cleaning	Bi-Annually
3	Window Total Cleaning	Bi-Annually
Unique Cleaning Requirements - Scheduled Services		
walk around facility and pick up trash		Weekly
wipe down outdoor tables		weekly
vendor needs to provide supplies for periodic cleaning tasks only		

U. Beacon Activity Center

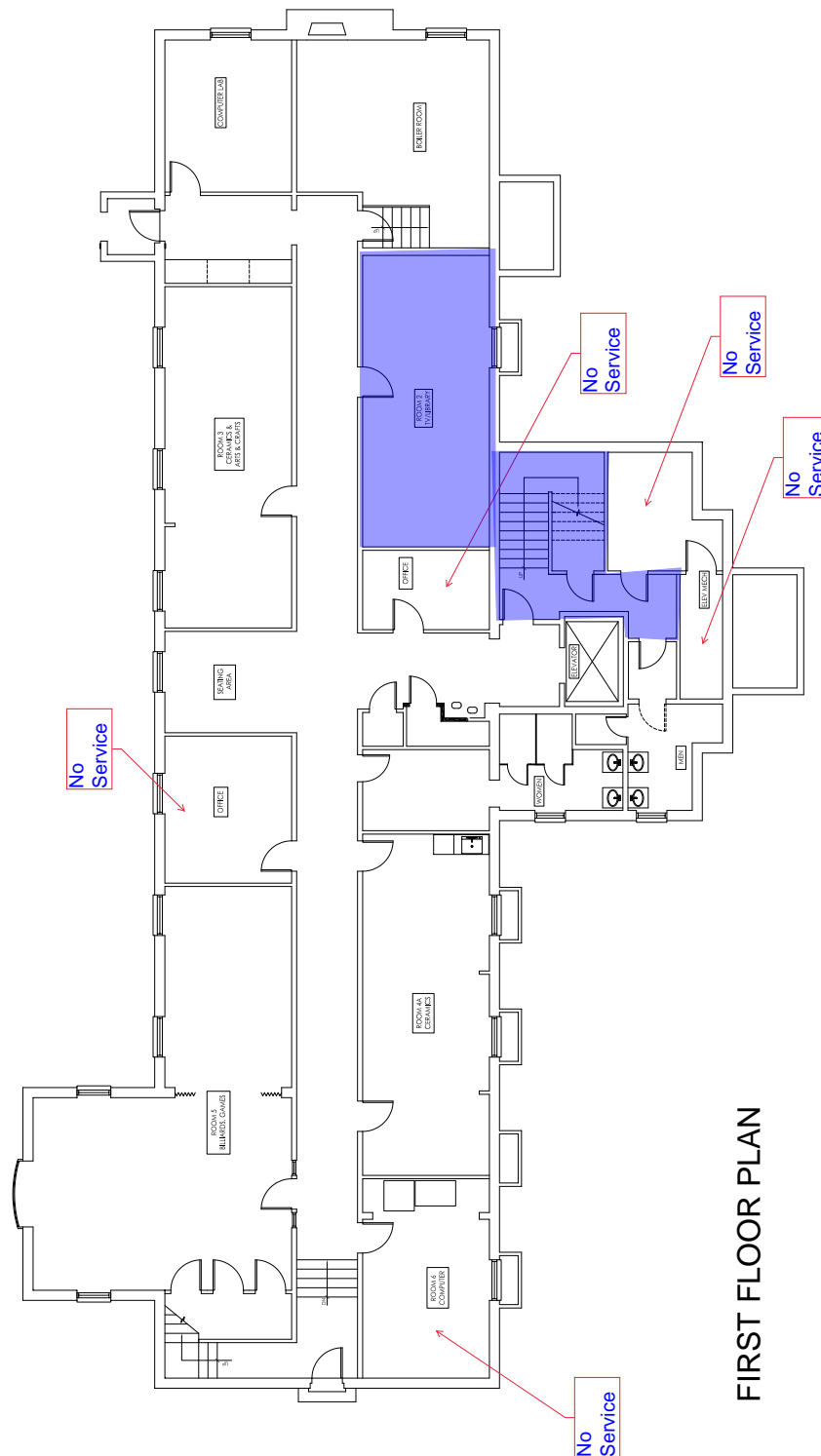


CT20-0151F Multi-Site Janitorial Contract

V. Lighthouse Senior Center

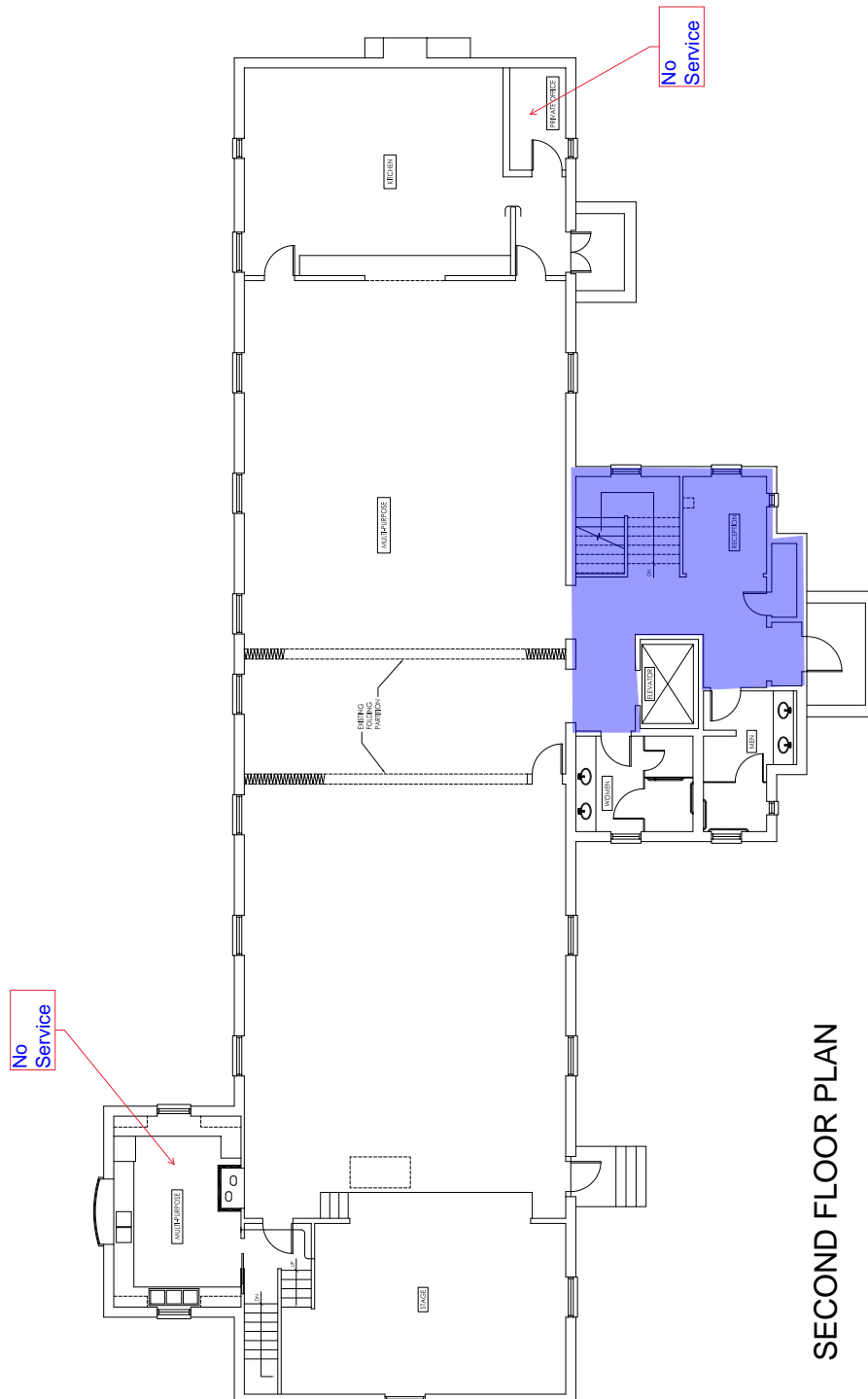
Specification		Litehouse
Square Footage		11200
Resilient Flooring Square Footage		9520
Carpeted Square Footage		1680
Floor Plans Included		Yes
Number of Floors		2
Number of Locker Rooms		0
Number of Bathrooms		4
Number of Kitchens		1
Days of Service		two TBD days
Hours of Service		after 5 pm
Supplies Management		site managed
2.04.4 Section	Grouped Cleaning Specification	Frequency
A	Routine Cleaning	
1	Room Cleaning	Twice Weekly
2	Restroom Cleaning	Twice Weekly
B	Deep Cleaning	
1	Room Cleaning	Monthly
2	Restroom Cleaning	Monthly
2	Locker Room Cleaning	Monthly
C	Periodic Cleaning	
1	Carpeted Floor Total Cleaning	Bi-Annually
2	Resilient Flooring Total Cleaning	Bi-Annually
3	Window Total Cleaning	Bi-Annually
Unique Cleaning Requirements - Scheduled Services		
walk around facility and pick up trash wipe down outdoor tables vendor needs to provide supplies for periodic cleaning tasks only		

V. Lighthouse Senior Center



CT20-0151F Multi-Site Janitorial Contract

V. Lighthouse Senior Center

**CT20-0151F Multi-Site Janitorial Contract**

W. Parking Office (City Only)

Specification		City Only
Resilient Flooring Square Footage		253
Carpeted Square Footage		1553
Number of Floors		1
Number of Bathrooms		0
Number of Kitchens		0
Days of Service		5
Hours of Service		1
2.04.3 Section	Task	Frequency
A	Vacuum Carpet and Spot Cleaning	2x/week
B	Dust Mop	2x/week
C	Microfiber Spray Mop	
D	Wet Mop	2x/week
E	Damp Wiping	2x/week
F	Striping and Sealing - seems like a duplicate of strip & refinish below	Annually
G	Waxing and Buffing - seems like a duplicate of strip & refinish below	Annually
H	Empty Waste Receptables	Daily
I	Restroom Cleaning	Daily
J	Remove Carpet Runners	2x/week
K	Replace Carpet Runners	2x/week
L	Clean and Disinfect Drinking Fountains	
M	Stainless Steel/Brass Cleaning	Weekly
N	Cleaning, High Traffic Areas	2x/week
O	Carpet Extracting	Annually
P	Spray Buff Hard Floors - start at month 6, then month 18, etc.	
Q	Strip and Refinish - start at year 1	
R	Scrub - Restroom Floors/Hard Surface Stairwell Floors	Quarterly
S	Wall Spot Cleaning	Weekly
T	Dusting	2x/week
U	Remove Recyclable Paper	Daily
V	Clean Air Returns and Supply Vents	Weekly
W	Lobby and Trailer Glass Cleaning	Weekly
X	Smoking Areas	
Y	Vacuum fabric modular walls and fabric chairs	Weekly
Z	Emergency Clean Up/Additional Services	As needed
AA	Total Window Cleaning	Quarterly
BB	Total Floor Cleaning	Annually

Unique Cleaning Requirements - Scheduled Services

X. Parking Office (All Areas)

Specification		Whole Office
Resilient Flooring Square Footage		2149
Carpeted Square Footage		2047
Number of Floors		1
Number of Bathrooms		2
Number of Kitchens		1
Days of Service		5
Hours of Service		3
2.04.3 Section	Task	Frequency
A	Vacuum Carpet and Spot Cleaning	2x/week
B	Dust Mop	2x/week
C	Microfiber Spray Mop	
D	Wet Mop	2x/week
E	Damp Wiping	2x/week
F	Striping and Sealing - seems like a duplicate of strip & refinish below	Annually
G	Waxing and Buffing - seems like a duplicate of strip & refinish below	Annually
H	Empty Waste Receptables	Daily
I	Restroom Cleaning	Daily
J	Remove Carpet Runners	2x/week
K	Replace Carpet Runners	2x/week
L	Clean and Disinfect Drinking Fountains	
M	Stainless Steel/Brass Cleaning	Weekly
N	Cleaning, High Traffic Areas	2x/week
O	Carpet Extracting	Annually
P	Spray Buff Hard Floors - start at month 6, then month 18, etc.	
Q	Strip and Refinish - start at year 1	
R	Scrub - Restroom Floors/Hard Surface Stairwell Floors	Quarterly
S	Wall Spot Cleaning	Weekly
T	Dusting	2x/week
U	Remove Recyclable Paper	Daily
V	Clean Air Returns and Supply Vents	Weekly
W	Lobby and Trailer Glass Cleaning	Weekly
X	Smoking Areas	
Y	Vacuum fabric modular walls and fabric chairs	Weekly
Z	Emergency Clean Up/Additional Services	As needed
AA	Total Window Cleaning	Quarterly
BB	Total Floor Cleaning	Annually
Unique Cleaning Requirements - Scheduled Services		

W. & X. Parking Office

Key & Square Footage Totals

City of Tacoma
Parking Services:

1,806 SF Dedicated Space
755 SF Portion of Shared
Space (43%)

2,561 SF Total Office Space

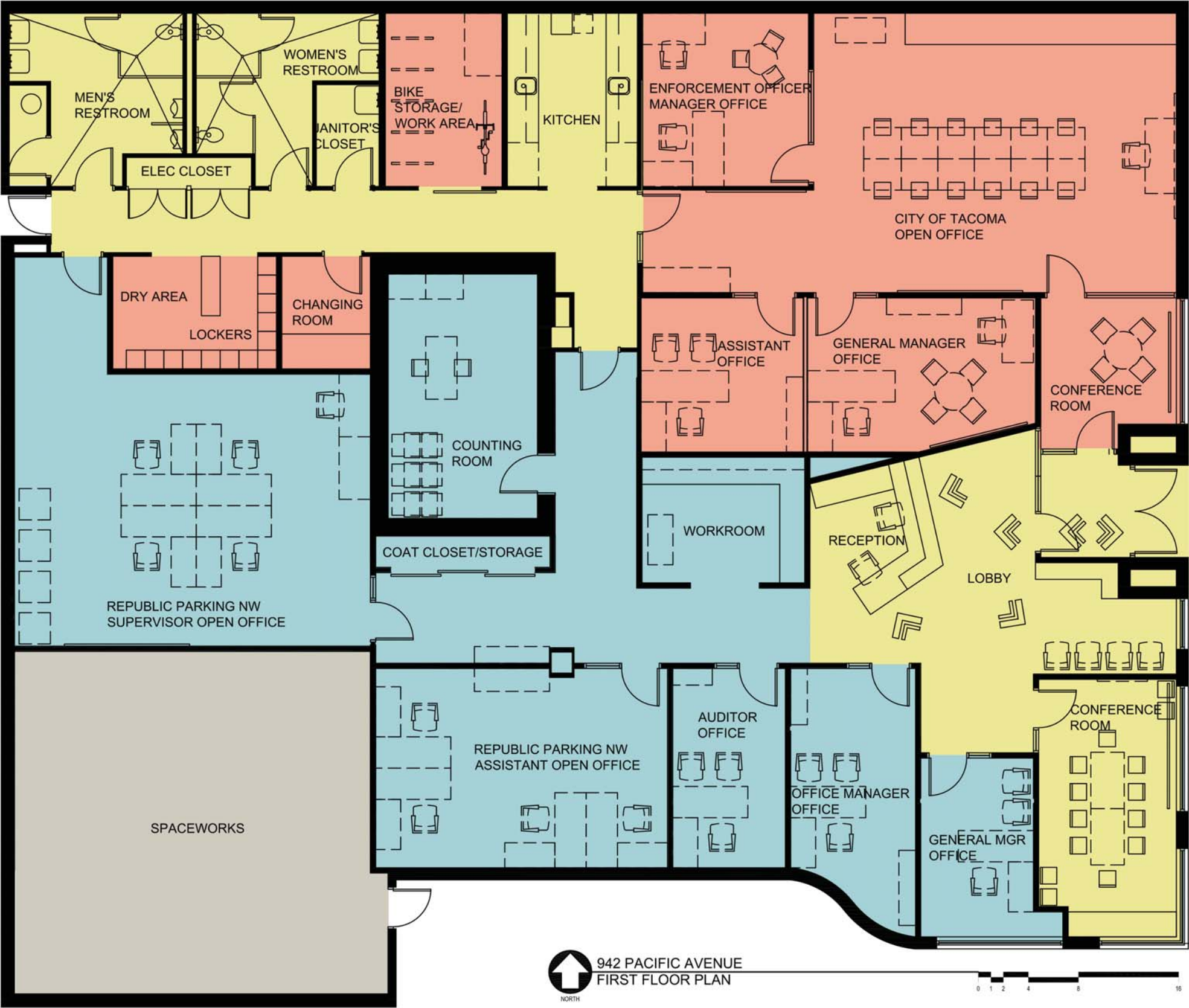
Republic Parking Northwest:

2440 SF Dedicated Space
1001 SF Portion of Shared
Space (57%)

3,441 SF Total Office Space

Shared Spaces: 1,756 SF

Spaceworks: 802 SF



Itemized Square Footages

City of Tacoma	
Open Offices:	773 SF
General Manager Office:	226 SF
Assistant Office:	168 SF
Enforcement Manager Office:	188 SF
Conference Room:	131 SF
Bike Storage/Workroom:	129 SF
Changing Room:	67 SF
Dry Area/Lockers:	124 SF
Republic Parking Northwest	
Office Manager Office:	146 SF
General Manager Office:	196 SF
Auditor Office:	152 SF
Workroom:	150 SF
Assistant Open Office:	383 SF
Supervisor Open Office:	702 SF
Coat Closet/Storage:	39 SF
Counting Room:	279 SF
Circulation:	393 SF
Shared Spaces	
Entry Vestibule:	138 SF
Lobby/Reception:	461 SF
Conference Room:	240 SF
Kitchen:	157 SF
Janitors Closet:	48 SF
Womens Restroom:	158 SF
Mens Restroom:	187 SF
Electrical Closet:	27 SF
Circulation:	340 SF
Spaceworks:	802 SF

APPENDIX A

Signature Page

Price Proposal Form

List of Equipment and Supplies

Record of Prior Contracts

EIC Forms

SIGNATURE PAGE

CITY OF TACOMA CITYWIDE

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Bid near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR PROPOSALS SPECIFICATION NO. CT20-0151F

Multisite Janitorial

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Price Proposal Form (pg 1 of 2)

Hourly Rate Itemization and Employee Benefits

Directions: Fill in the below itemized billing rate break down for each job classification. If your proposal includes more than two, please use the additional provided columns and enter the job classification in the header. In addition to the employee wage, please identify the benefits that will be offered to employees assigned to work at City facilities and the estimated hourly cost of those benefits. If a benefit is not listed below please add to the list with associated estimated hourly cost

Job Classification	Supervisor	Janitor		
Billed Hourly Rate				
Employee Wage				
Mark Up				
Medical Coverage				
Dental Coverage				
Vision Coverage				

Paid Time-Off Accrual

Directions: List all hourly accruals and accrual rates for employees that will be assigne to work at City facilities. Be specific: vacation leave, sick leave, personal time off, etc.

Description	Accrual

Equity in Contracting

Please identify all City of Tacoma or Washington State designations as small, minority and/or woman owned business held by your firm.

Citywide On Call Emergency Service Only

Hourly Rate for Emergency Services: _____

List below facilities requiring mobilization and provide associated cost:

Price Proposal Form (pg 2 of 2)

Facility	Required Staffing Hours Monthly			Hourly Labor Rates			Price Per Month	Emergency Resonse Pricing	Emergency Response Time
	Supervisor	Janitor	Additional Personnel	Supervisor	Janitor	Additional Personnel			
Directions: Please use the below space to bid on any and all facilities that your company has the capacity to service. Respondents do not NOT need to bid all facilities to be considered. Facilities have the ability to award contracts independently so respondents could potentially be awarded anywhere from none to all of the facilities bid.									
Tacoma Police Department Headquarter & Warehouse							\$ -		
Tacoma Police Hariison Range							\$ -		
TPD Sector 1 Substation							\$ -		
TPD Sector 2 Substation							\$ -		
TPD Sector 3 Substation							\$ -		
TPD Sector 4 Substation							\$ -		
TPD Sector NE Substation							\$ -		
Tacoma Municipal Complex							\$ -		
Tacoma Municipal Services Center							\$ -		
Fire Communications and EOC							\$ -		
Fire Garage							\$ -		
Fire Prevention Facility							\$ -		
Fire Training Facility							\$ -		
Fire MSOC							\$ -		
Tacoma Fire Headquarters							\$ -		
All Tacoma Fire Facilities	If award of all fire facilities would result in discounted rate, please provide total discounted monthly rate here.						\$ -		
Solid Waste Management							\$ -		
Murray Morgan Bridge							\$ -		
Tacoma Power - South Service Center - Office							\$ -		
Tacoma Water - McMillin Reservoir							\$ -		
Tacoma Water - Green River Headworks							\$ -		
Parking Office - City Only							\$ -		
Parking Office - Full Building							\$ -		
Public Works Fleet Administration							\$ -		
Public Works Maintenance Shop							\$ -		
All Facilities	If award of all facilities would result in discounted rate, please provide total discounted monthly rate here.						\$ -		

Ai`h`d`Y`G`h`Y` Janitorial Services

Name of Bidder: _____

LIST OF EQUIPMENT & CLEANING SUPPLIES

Following is a list to be filled in by the bidder, showing equipment available for use on the proposed work as required. (Give quantity, description, size or capacity, condition and present location of each item of equipment.) List the use of any sustainable products being applied.

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are approximately 20 lines visible. The paper has a slight shadow on the right side, suggesting it's resting on a surface.

RECORD OF PRIOR CONTRACTS

NAME _____ ADDRESS _____

Type of Work _____ **Specification No.** _____

[illegible][illegible]



City of Tacoma
Community & Economic Development
Office of Equity in Contracting
747 Market Street, Rm 900
Tacoma WA 98402
253-591-5075

EQUITY IN CONTRACTING UTILIZATION FORM

This form is to document **only** the EIC contractors or material suppliers that will be awarded a contract. This information will be used in calculating the **EVALUATED BID**. Additional forms may be used if needed.

- Prime contractors are encouraged to solicit bids from EIC approved firms.
- Be sure to include this form with your bid submittal in order to receive EIC credit.
- It is the prime contractor's responsibility to check the certification status of EIC contractors prior to the submittal deadline.

Bidder's Name: _____

Address: _____ City/State/Zip: _____

Spec. No. _____ Base Bid * \$ _____ **Complete company names and phone numbers are required to verify your EIC usage.**

a. Company Name and Telephone Number	b. MBE, WBE, or SBE (Write all that apply)	c. NAICS code(s)	d. Contractor Bid Amount (100%)	e. Material Supplier Bid Amount (20%)	f. Estimated MBE Usage Dollar Amount	g. Estimated WBE Usage Dollar Amount	h. Estimated SBE Usage Dollar Amount
i. MBE Utilization %	j. WBE Utilization %	k. SBE Utilization %					

By signing and submitting this form the bidder certifies that the EIC firms listed will be used on this project including all applicable change orders.

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING EIC UTILIZATION FORM

The purpose of these instructions is to assist bidders in properly completing the EIC Utilization Form.

This form when submitted with your bid provides information to the City of Tacoma to accurately review and evaluate your proposed EIC usage.

1. * Base Bid is the prime contractor's bid, plus any alternates, additives and deductive selected by the City. Also, please refer to Items #10-12 below.
2. Column "a" – List all EIC companies that you will be awarding a contract to if you are the successful bidder.
3. Column "b" – Identify if this firm is being utilized as an MBE, WBE, or SBE. (Firms may count towards multiple requirements)
4. Column "c" – List the appropriate NAICS code for the scope of work, services, or materials/supplies for each contractor.
5. Column "d" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the contractor have negotiated prior to bid opening.
6. Column "e" – The bid amount must be indicated for **all** listed **EIC** that you plan on doing business with. This quote is the price that you and the material supplier have negotiated prior to bid opening.
8. Column "f" – Estimated MBE Usage Dollar Amount: For all MBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
9. Column "g" – Estimated WBE Usage Dollar Amount: For all WBE firms used, multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
10. Column "h" – Estimated SBE Usage Dollar Amount: For all MBE, WBE, or SBE firms used, Multiply the amount in Column "d" by 1.0 plus the amount in Column "e" by 0.20. Insert the total amount in this column.
11. Block "i" – The percent of actual MBE utilization calculated on the Base Bid only. (Divide the sum of Estimated MBE Usage Dollar Amount (Column "f") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "f" divided by Base Bid (*) x 100 = EIC usage as a percent of the Base Bid.)
12. Block "j" – The percent of actual WBE utilization calculated on the Base Bid only. (Divide the sum of Estimated WBE Usage Dollar Amount (Column "g") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "g" divided by Base Bid (*) x 100 = EIC usage as a percent of the Base Bid.)

13. Block "k" – The percent of actual SBE utilization calculated on the Base Bid only. (Divide the sum of Estimated SBE Usage Dollar Amount (Column "h") by your Base Bid (*) then multiply by 100 to get a percentage: \$ amounts from column "h" divided by Base Bid (*) x 100 = EIC usage as a percent of the Base Bid.)

It is the prime contractor's responsibility to check the status of EIC contractors prior to bid opening. Call the EIC Office at 253- 591-5075 for additional information.

Application for Waiver of EIC Requirements

Section 1: Basic Information			
Contractor's Name:		EIC Requirements	
Street Address:		MBE %	WBE %
City, State, ZIP Code:			
Contact E-mail Address:		SBE %	
Contact Telephone No.:			
Section 2: Type of EIC Waiver Requested			
MBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:	
WBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE percentage:	
SBE Waiver: <input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SBE percentage:	
Please explain the reason for the waiver request:			
Section 3: Supporting Documentation			
Provide the following documentation as evidence of your efforts to meet the EIC requirements set forth in the contract and in support of your waiver application:			
<input type="checkbox"/> Attachment A. List of the general circulation, trade and MWBE/SBE-oriented publications and dates of publications soliciting for certified MWBE/SBE participation as a subcontractor/supplier and copies of such solicitation.			
<input type="checkbox"/> Attachment B. List of the certified MWBEs/SBEs appearing in the State of Washington Office of Minority and Women Business Enterprise (OMWBE) directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBEs/SBEs. Describe the specific reasons that responding certified MWBEs/SBEs were not selected.			
<input type="checkbox"/> Attachment C. Descriptions of the contract documents/plans/specifications made available to certified MWBEs/SBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.			
<input type="checkbox"/> Attachment D. Description of the negotiations between the contractor and certified MWBEs/SBEs for the purposes of complying with the EIC requirements of this contract.			
<input type="checkbox"/> Attachment E. Identify dates of any pre-bid, pre-award or other meetings attended by the contractor, if any, scheduled by the City of Tacoma with certified MWBEs/SBEs whom the City of Tacoma determined were capable of fulfilling the EIC requirements set in the contract.			
<input type="checkbox"/> Attachment F. Other information deemed relevant to the request.			
Section 4: Signature and Contract Information			
By signing and submitting this form, the contractor or department certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.			
Prepared by (signature): _____		Date: _____	
Name and title of preparer (print): _____			

Instructions for Completing and Submitting an Application for a Waiver of EIC Requirements

Section 1.07 of the Tacoma Municipal Code requires the City to set requirements for participation by Minority and Women-owned Business Enterprises (MWBE) and/or Small Business Enterprise (SBE) on many types of contracts. Prior to the contract award, separate goals are established for MBE, WBE, and SBE utilization, expressed as a percentage of payments made under the contract. The regulations allow the City to impose penalties if contractors fail to meet the requirements established for the contract and also allow the City to grant waivers of requirements, either prior to a contract award or after the award has been made, provided the contractor demonstrates an inability to solicit participation despite good faith efforts to that end. In order for a waiver to be granted, the contractor must submit a completed “Application for Waiver of EIC Requirements” form, along with the required supporting documentation.

Section 1: Basic Information

Enter the contractor’s name, address, federal identification number, and the contract number in the spaces provided. Enter the MBE, WBE, and SBE utilization goals set forth in the solicitation or assigned contract.

Section 2: Type of Waiver Request

Check the type(s) of waiver requested. You may request a total or partial waiver of the EIC requirements. If you request a partial waiver any requirement, enter the revised goal for participation in the box provided. Use the space provided to provide a rationale for your waiver request. Consult the EIC Regulations Manual for the acceptable reasons waivers may be provided. You may attach additional sheets, if necessary.

Section 3: Supporting Documentation

Extensive documentation is required to demonstrate good faith efforts to comply with the EIC requirements. See the form for details on the required documentation.

Section 4: Signature and Contact Information

The waiver application must be signed by someone authorized to discuss the waiver with the Equity in Contracting office and Procurement. By signing the waiver application, the contractor certifies that a good faith effort has been made to promote MWBE/SBE participation pursuant to the EIC requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of non-compliance, non-responsibility, non-responsiveness, and a suspension or termination of the contract.

Note: Unless total waivers for all three of the MBE, WBE, and SBE participation have been granted, the contractor is required to submit all reports and documents – including compliance reports – pursuant to the provisions set forth in the contract, to evidence compliance with the requirements.

APPENDIX B

Sample Contract

Standard Terms and Conditions

Insurance Requirements

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective this _____ day of ,20____, (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“Contractor”).

That in consideration of the mutual promises and obligations hereinafter set forth the Parties hereto agree as follows:

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

-
1. Specification No. Enter Spec Number and Enter Spec Title together with all authorized addenda.
 2. Contractor’s submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number and Enter Spec Title.
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
-

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
1. Contract
 2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:
\$ _____, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

(City of Tacoma use only - blank lines are intentional)

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City, including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

1.01 SUPPLIER / CONTRACTOR

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

1.02 SUBMITTAL

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

1.03 FORMS OF SUBMITTAL

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

1.04 COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

1.05 LICENSES/PERMITS

- A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. City shall not be liable for any release where notice was provided and Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.07 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
 - 1. Pollutant releases
 - 2. Toxicity of materials used
 - 3. Waste generation
 - 4. Greenhouse gas emissions, including transportation of materials and services
 - 5. Recycle content
 - 6. Energy consumption
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

1.08 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
 - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
 - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

- A. Suppliers warrant that all items, including services, as applicable:
 - 1. Are merchantable.
 - 2. Comply with the City's latest drawings and specifications.
 - 3. Are fit for the City's intended use.
 - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
 - 5. Are new and unused unless otherwise stated.
 - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
 - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.13 SUBMITTAL IS NON-COLLUSIVE

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

1.14 PARTNERSHIPS

The City will allow firms to partner in order to respond to a Solicitation. Multiple suppliers may team under a Prime Supplier's Submittal in order to provide responses to all sections in a single submission; however, each Supplier's participation must be clearly delineated by section. The Prime Supplier will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Supplier. All contract payments will be made only to the Prime Supplier. Any agreements between the Prime Supplier and other companies will not be a part of the Contract between the City and the Prime Supplier. The City reserves the right to select more than one Prime Supplier.

1.15 WITHDRAWAL OF SUBMITTALS

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 ACCEPTANCE OF SUBMITTALS

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 RIGHT TO REJECT

- A. The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

1.18 RESERVED RIGHTS

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
 - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
 - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
 - 3. To issue addenda for any purpose including:
 - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
 - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
 - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
 - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

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

1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
 - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
 - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
 - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
 - d. Time of delivery and/or completion of performance (delivery date(s) offered).
 - e. Warranty terms.
 - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
 - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
 - h. Sufficiency of financial resources.
 - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
 - j. Ability to provide future maintenance and service on a timely basis.
 - k. Location of nearest factory authorized warranty repair facility or parts dealership.
 - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
 - a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.
3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

1.21 CONTRACT OBLIGATION

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

1.22 AWARD

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

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

1.24 LEGAL HOLIDAYS

- A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January

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

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

1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

1.27 TERMINATION AND SUSPENSION

- A. Supplies. The City reserves the right to terminate a Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- B. Services. The City may terminate a Contract at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.
- C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.
- D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

1.29 SCOPE OF SERVICES

Supplier agrees to diligently and completely perform the services required by a Contract.

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

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

1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
 - 1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
 - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

1.32 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.

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

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

- 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 Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- 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 Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.36 PACKING SLIPS AND INVOICES

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
 - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
 - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.
 - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.
- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include

complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.37 COOPERATIVE PURCHASING

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

1.38 TAXES

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
 - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
 - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
 - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

1.39 COMPENSATION

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

1.40 PAYMENT TERMS

- A. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. 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.

1.41 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:

1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
2. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
4. Check or other cash equivalent. Standard terms are net 30 for this payment method.

- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's ePayables or credit card methods of payment. **The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.42 NOTICES

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

1.43 INDEPENDENT CONTRACTOR STATUS

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

- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION

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

1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

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

1.46 FEDERAL AID PROJECTS

"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

1.47 REPORTS, RIGHT TO AUDIT, PERSONNEL

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

1.48 INSURANCE

- A. During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.49 INDEMNIFICATION – HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under

Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

B. These indemnifications shall survive the termination of a Contract.

1.50 CONFLICT OF INTEREST

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

1.51 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.
- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.52 DUTY OF CONFIDENTIALITY

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

1.53 DISPUTE RESOLUTION

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

1.54 GOVERNING LAW AND VENUE

- A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.
- B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

1.55 ASSIGNMENT

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

1.56 WAIVER

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

1.57 SEVERABILITY AND SURVIVAL

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

1.58 NO CITY LIABILITY

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.59 SIGNATURES

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

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

3. SUBCONTRACTORS

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

4. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or

equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

4.3 Workers' Compensation

4.3.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

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

4.5 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.6 Employee Theft Insurance

Contractor shall maintain Employee Theft or Employee Dishonesty Insurance policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall include the City of Tacoma as Loss Payee.

4.7 Other Insurance

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

APPENDIX C

Equity in Contracting Goal

LEAP Goal

Prevailing Wage

EIC REQUIREMENT FORM

EQUITY IN CONTRACTING REQUIREMENTS & PROCEDURES:

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

City of Tacoma – EIC Utilization Form

IMPORTANT NOTE:

It is the bidder's responsibility to insure that the EIC-eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday. Please refer to the City of Tacoma EIC Provisions included elsewhere in these Special Provisions.

Equity in Contracting Requirements

Minority Business Enterprise Requirement	Women Business Enterprise Requirement	Small Business Enterprise Requirement
31%	23%	23%

A list of EIC-eligible companies is available on the following web site addresses:

www.cityoftacoma.org/sbe
www.omwbe.diversitycompliance.com*

MATERIAL MISSTATEMENTS CONCERNING COMPLETED ACTIONS BY THE BIDDER IN ANY SWORN STATEMENT OR FAILURE TO MEET COMMITMENTS AS INDICATED ON THE EIC UTILIZATION FORM MAY RENDER THE BIDDER IN DEFAULT OF CITY ORDINANCE 1.07

CCD/SBE: CT20-0151F
Date of Record: 9.17.2020

*For the OMWBE list, be sure to only look for businesses in Pierce, King, Lewis, Mason, and Grays Harbor counties.

CHAPTER 1.07

EQUITY IN CONTRACTING

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 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 and minority-owned 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 narrowly tailored contracting requirements 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. 28625 Ex. A; passed Nov. 5, 2019; 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. “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.

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

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

D. “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.

E. “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.

F. “Goals” means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program 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.

G. “MWBE Certified business” (or “MWBEs”) 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 Program Manager.

H. “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 Manager.

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

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

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

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

M. “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.

N. “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.

O. “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.

P. “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.

Q. “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.

R. “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.

S. “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.

T. “Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

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

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

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, 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 Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program 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 Program 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 Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:

1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
2. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.

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

B. Appeals. The applicant may appeal any certification determination by the Program Manager 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. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Waivers. City departments/divisions or the Program Manager 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 certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of 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.

C. 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 utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements 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. 28625 Ex. A; passed Nov. 5, 2019; 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 contracts shall be evaluated for attainment of the MWBE and SBE requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement 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 requirement 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 requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

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

b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

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 contractors. The Program 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).

(Ord. 28625 Ex. A; passed Nov. 5, 2019; 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 MWBE or SBE participation shall, during the term of the contract, comply with the requirements 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 MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or 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 MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, 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 MWBEs or SBEs, and shall include the right of the City to inspect such records.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager 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, unless such provisions are supported by a Disparity Study. The Program Manager 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 Program Manager 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 MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: 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 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 Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: 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 Program Manager, 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 Program Regulations has occurred, the Program Manager 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. 28625 Ex. A; passed Nov. 5, 2019: 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 Review of program.

This chapter shall be in effect through and until December 31, 2024, 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, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or 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. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

City of Tacoma

Equity In Contracting Program Regulations

City of Tacoma Equity In Contracting Regulations Manual

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Introduction

This document serves as the administrative manual for the Equity in Contracting policy that is described in Tacoma Municipal Code (TMC) Chapter 1.07.040(B). The manual will explain how compliance, monitoring, oversight, requirement-making, bid incentives, and enforcement actions will be administered. The document will be regularly updated. For any questions related to this document, please contact the Equity in Contracting (EIC) office at (253)591-5075 or SBEOffice@cityoftacoma.org.

Goals/Requirements on Contracts

A. Requirements

1. Public Work

- a. Minority Business Enterprise (MBE), Women Business Enterprise (WBE), and Small Business Enterprise (SBE) requirements are placed on all Public Work projects.
- i. MBE, WBE, and SBE requirements are **mandatory**. As such, any bidder that does not meet any requirement shall be considered non-responsive by the Equity in Contracting office.
- ii. If a bidder wishes to request a waiver, they must identify the request on the Equity in Contracting Waiver Request Form complete with the reason(s) why.
 1. Waiver types are listed under the “Waivers” section B.

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 Equity in Contracting Office at 253-591-5075 for assistance. The list of City of Tacoma SBE subcontractors is available at

<https://cityoftacoma.org/cms/One.aspx?portalId=169&pageId=112505>. The list of MBE, WBE, and SBE certified firms from the Washington State Office of Minority and Women Owned Business Enterprises (OMWBE) can be found at: <https://omwbe.diversitycompliance.com/>

All SBE goals may be met by using DBE’s or SBE’s from the OMWBE list or the City of Tacoma SBE list. Please contact the Equity in Contracting Office for questions or to verify a firms status.

Contract Compliance

A. Benefits

The City of Tacoma must monitor compliance for all contracts that have requirements related to Equity in Contracting policies. Adequate monitoring allows the City to audit ongoing contracts for compliance, make necessary changes to the Equity in Contracting Regulations Manual based on real data, and to pro-actively monitor any possible discrimination on City of Tacoma-funded contracts.

B. Requirements

1. All contracts that have requirements related to the Equity in Contracting policy must utilize two cloud-based software solutions:
 - a. “B2GNow” for prime-contractor and sub-contractor payment compliance.
 - b. “LCP Tracker” for certified payroll compliance.
2. To access both systems, please use the following link:
<https://cityoftacoma.sbecompliance.com/?TN=cityoftacoma>

3. For support using these software solutions, please contact the Equity in Contracting office at (253)591-5075.

C. Key Performance Indicators

1. B2GNow
 - a. Ethnicity and Gender Summary
 - i. Subcontractors Only
 - ii. With Primes
 - b. Prompt Payment Analysis
 - c. Prime Contractor Performance on Active Contracts
 - d. Contract Awards Summarized by Department
2. LCP Tracker
 - a. Apprentice Hours
 - i. By Trade
 - ii. By Contractor
 - b. Employment By Area
 - i. Zip Code
 - ii. Council Districts
 - c. Employment By Ethnicity

Waivers

A. Benefits

There are times where the City may desire to waive a requirement from a contract. The following waivers, also identified in the Purchasing Policy Manual, give the City flexibility to waive requirements when the situation makes sense for it.

B. Requirements

1. Emergency
 - a. Must be documented and requested by the department/division awarding the contract.
2. Not Practicable
 - a. Must be documented and requested by the department/division awarding the contract.
3. Sole Source
 - a. Must be confirmed by the Finance Purchasing Manager.
 - b. Preliminary check to be made by Equity in Contracting division explicitly for potential MBEs, WBEs, and SBEs.
4. Government Purchasing
 - a. Must be confirmed by the Finance Purchasing Manager.
5. Lack of Certified Contractors
 - a. Must be documented and confirmed by the Equity in Contracting division.
 - b. The division will look up the available contractors by scope of work from the OMWBE roster and/or WEBS.
 - c. The list produced by this research shall be documented with other files for the contract in question.
 - d. If there are not more than 3 available contractors, there will not be a requirement placed on the contract for that scope of work.
6. Best Interests of the City
 - a. Must be documented and requested by the department/division awarding the contract.

C. Compliance

1. Waiver requests may be initiated by the contractor or the department owner.
 - a. When initiated by the contractor, the “Application for EIC Requirement Waiver” must be submitted to the EIC office.
 - i. The application will be reviewed by the office, and a determination will be made.
 - b. When initiated by the department owner, a request must be made in writing to the EIC office.
2. The waivers will be reviewed in accordance with 1.07.060(C).

D. Key Performance Indicators

1. Total quantity of Waivers
 - a. By type number
 - b. Type 5 will also need to document the NAICS code referenced.

Version History

The version history is marked by day.month.year.version nomenclature. A higher version number denotes a more recent version. For example, a 1.1.2020.1 version would denote the first version made in January 1st of 2020. A 1.1.2020.3 version would denote the third version made on January 1st of 2020. When referencing a specific contract, be sure to note that the version of the administrative manual matches that which was in the bid specifications.

Current Version

3.11.2020.1

Previous Version(s)

2.21.2020.1

CITY OF TACOMA
FINANCE/PURCHASING DIVISION

SPECIAL NOTICE TO BIDDERS

Equity in Contracting – EIC

Equity in Contracting (EIC) forms and attachments must be fully and accurately completed and returned at the time of Bids. Failure to do so may result in the proposal being considered nonresponsive. These forms will be used to determine if the firm complies with Tacoma Municipal Code Chapter 1.07 and State Law.

Vendors for public works and improvement-type projects are required to be inclusive of Minority Owned Business Enterprises, Women-Owned Business Enterprises, and Small Business Enterprises. The criteria for determining whether inclusion has been made are set forth in the City's EIC regulations. Venders are also subject to the City's EIC ordinance and regulations pertaining to having an Equal Employment Opportunity policy prohibiting discrimination. Bids will be evaluated on an individual basis to determine compliance with this section. The EIC Utilization Form, when required, should accompany your submittal. Contact the EIC Office at (253) 591-5075 if there are questions about this requirement.

Either the firm submitting the bid or the firms they plan to subcontract with, if qualified, may meet the percent requirements listed on the EIC Requirement Form.

Bidders unable to meet the percent requirements shall submit an Application of Waiver of EIC Requirements, the Equity in Contracting Utilization Form, and any required attachments with the Bid in accordance with the Equity in Contracting Regulations.

FAILURE TO COMPLETE AND SUBMIT EIC FORMS WITH THE BID SUBMITTAL PACKAGE WILL RESULT IN THE BID BEING DECLARED NON-RESPONSIVE AND REJECTED.

It is the bidder's responsibility to insure that their firm (if EIC-eligible) and/or eligible subcontractor(s) listed on the EIC Utilization Form are currently certified by the City of Tacoma or the State of Washington's Office of Minority and Women Business Enterprises at the time of bid opening. This may be verified by contacting the EIC Office at 253-591-5075 between 8 AM and 5 PM, Monday through Friday.

All SBE goals may be met by using DBEs or SBEs from the OMWBE list or the City of Tacoma SBE list.

A list of EIC-certified companies is available on the following web site addresses:

www.cityoftacoma.org/sbe

www.omwbe.diversitycompliance.com – From this list, be sure check for certified MBE, WBE, MWBE, and SBE companies located in Pierce, King, Lewis, Mason, and Grays Harbor counties.

*After December 31, 2020, the list of EIC eligible firms may only be accessed at www.omwbe.diversitycompliance.com

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

LEAP REQUIREMENTS & PROCEDURES:

The LEAP office enforces post-award mandatory requirements. Bidders do not have to submit any information in the bid submittal package to be in compliance with LEAP.

Post-award Submittals:

- Prime Contractor LEAP Utilization Plan - This form is to be completed and presented at the Pre-Construction Meeting.
- LEAP Employee Verification Form - This form is to be completed for every qualifying LEAP employee.
- LEAP Weekly Payroll Report - This form is to be completed and submitted with each certified payroll.

The forms above, LEAP Program Requirements, community empowerment zone maps, and all related LEAP documents can be accessed on the City of Tacoma LEAP website by navigating to LEAP Forms at the following link: <http://cityoftacoma.org/leap>.

The City of Tacoma's LEAP office enforces two mandatory goals on City projects above certain monetary thresholds.

The Local Employment Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by residents of the City of Tacoma or Economically Distressed Areas of the Tacoma Public Utilities Service Area.

The Apprentice Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

*Exceptions: If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is above \$250,000 and below \$1,000,000 and is thusly subject to the:

1. 15% Local Employment Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 594-7933 or (253) 591-5826. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, WA 98402.

LOCAL EMPLOYMENT AND APPRENTICESHIP TRAINING PROGRAM (LEAP) INSTRUCTIONS AND GOAL FORM

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The Apprentice Utilization Goal requires the Prime Contractor performing a qualifying public works project to ensure that 15 percent of the total labor hours worked on the project are performed by Apprentices who are residents of the City of Tacoma or Tacoma Public Utilities Service Area. The accompanying LEAP Regulations, forms, and maps are included in these specifications.

*Exceptions: If the project is located outside of the retail service area of the Tacoma Public Utilities Service Area, then Apprentices may come from the county in which the work is performed.

This project is above \$1 million and is thusly subject to the:

1. 15% Local Employment Utilization Goal
2. 15% Apprentice Utilization Goal

LEAP staff can assist contractors in the recruitment, screening and selection of qualified City of Tacoma residents, Economically Distressed Area residents, and Apprentices. Contractors may obtain further information by contacting the City's LEAP Office at (253) 591-5826. The LEAP Office is located in the Tacoma Municipal Building, 747 Market Street, Room 808, Tacoma, WA 98402.

Economically Distressed ZIP Codes

Zip Code	200% Pov	Unemployed	25+ College	Area
98002		Y	Y	Auburn
98030	Y	Y		Kent
98032	Y	Y		Kent
98198	Y	Y		Seattle
98304	Y	Y	Y	Ashford
98323		Y	Y	Carbonado
98330	Y		Y	Elbe
98336	Y		Y	Glenoma
98355	Y	Y	Y	Mineral
98356	Y	Y	Y	Morton
98377		Y	Y	Randle
98385		Y	Y	South Prairie
98424	Y	Y		Fife
98433		Y	Y	JBLM
98439	Y	Y		Lakewood
98444	Y	Y	Y	Parkland
98467	Y	Y		University Place
98499	Y	Y		Lakewood
98520	Y	Y		Aberdeen
98528	Y		Y	Belfair
98548	Y	Y	Y	Hoodsport
98564	Y		Y	Mosssyrock
98575		Y	Y	Quinault
98580		Y	Y	Roy
98584	Y	Y		Shelton
98597	Y	Y		Yelm
98925	Y	Y	Y	Easton

“200% Pov” = People at or below 200% of the federal poverty line. (69th percentile)

“Unemployed” = Unemployment rate (45th percentile)

“25+ College” = People at or above 25 years old without a college degree. (75th percentile)

Tacoma Public Utility Service Area

98001	Auburn
98002	Auburn
98003	Federal Way
98010	Black Diamond
98022	Enumclaw
98023	Federal Way
98030	Kent
98032	Kent
98038	Maple Valley
98042	Kent
98045	North Bend
98051	Ravensdale
98070	Vashon
98092	Auburn
98198	Seattle
98304	Ashford
98321	Buckley
98323	Carbonado
98327	DuPont
98328	Eatonville
98329	Gig Harbor
98330	Elbe
98332	Gig Harbor
98333	Fox Island
98335	Gig Harbor
98336	Glenoma
98338	Graham
98349	Lakebay
98354	Milton
98355	Mineral

98356	Morton
98360	Orting
98371	Puyallup
98372	Puyallup
98373	Puyallup
98374	Puyallup
98375	Puyallup
98377	Randle
98385	South Prairie
98387	Spanaway
98388	Spanaway
98390	Sumner
98391	Bonney
98402	Tacoma
98403	Tacoma
98404	Tacoma
98405	Tacoma
98406	Tacoma
98407	Tacoma
98408	Tacoma
98409	Tacoma
98416	UPS
98418	Tacoma
98421	Tacoma
98422	Tacoma
98424	Tacoma
98430	Camp Murray
98433	Tacoma
98438	McChord
98439	Lakewood

98443	Tacoma
98444	Tacoma
98445	Tacoma
98446	Tacoma
98447	PLU
98465	Tacoma
98466	Tacoma
98467	University Place
98498	Lakewood
98499	Lakewood
98520	Aberdeen
98524	Allyn
98528	Belfair
98533	Cinebar
98546	Grapeview
98548	Hoodspport
98555	Lilliwaup
98563	Montesano
98564	Mossyrock
98575	Quinault
98580	Roy
98582	Salkum
98584	Shelton
98585	Silver Creek
98591	Toledo
98592	Union
98597	Yelm
98925	Easton

Apprentices may come from **any** of the ZIP codes listed under this page. If an apprentice lives in a Economically Distressed ZIP code, they may count towards those labor hours as well. Journeyman must be from the Economically Distressed ZIP codes.

PREVAILING WAGE RATES

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

The project site is located in King, Pierce, Thurston, Lewis, Mason, and Grays Harbor Counties.

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

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

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

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

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

REQUIRED DOCUMENTS

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

1. A copy of an approved Statement of Intent to Pay Prevailing Wages, L&I form number [F700-029-000](#). The City will make no payment under this Contract for the Work performed until this statement has been approved by L&I and a copy of the approved form has been submitted to the City.
2. A copy of an approved Affidavit of Prevailing Wages Paid, L&I form number [F700-007-000](#). The Contracting Agency will not grant completion or release retainage held under chapter 60.28 RCW until all approved Affidavit of Wages paid for Contractor and all Subcontractors have been received by the City.