



**City of Tacoma  
Citywide**

**Citywide On-Call Fencing Re-Bid  
RFB Specification No. CT21-0699F**

**QUESTIONS and ANSWERS 2**

All interested parties had the opportunity to submit questions in writing by email to Tad Carlson by 3:00 pm on January 24, 2022. These questions, as well as answers are provided below and posted to the City's website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org). Navigate to *Current Contracting Opportunities / Public Works*, and then click *Questions and Answers* for this Specification. This information IS NOT considered an addendum. Respondents should consider this information when submitting their proposals.

**Question 1:** If contractor is self-performing 95% of work associated with the contract and does not meet any of the EIC qualifications can we still provide a quote for the contract work?

**Answer 1:** Yes, please provide a quote for the contract work. However, self-performing the work is not considered a justification for not meeting the EIC requirements and any bidder who is successful in meeting those requirements set by the City will have a better chance of being awarded the contract.

Additionally, please make sure to fill out the EIC Utilization form even if your firm does not meet the EIC qualifications. The utilization form is a required document and should be completed accurately – Feel free to contact EIC Staff at (253) 344-6632 or via email at [mgodo@cityoftacoma.org](mailto:mgodo@cityoftacoma.org) for guidance on how to fill out the Utilization form.

In the event that none of the respondents meet the EIC requirements, a contract can be awarded in line with the processes laid out in the Tacoma Municipal Code attached to the specifications.

**Question 2:** It is important that we utilize such wording to prevent “stacking” or duplicating our exposure on the contract as it goes from year to year. If we used the City's bond the way it is, without our term and limitation wording, then it is possible that each year's bond is not adequately closed out and the amount could roll over to the next term. By the end of the contract, we could have \$2,700,000 in open and outstanding exposure and I do not believe that is the intention of the City. I believe that you want bond coverage of \$675,000 for each year and hopefully we can come to a consensus that this issue can be adequately addressed by using the following wording on the City's bond form:

"This bond is effective \_\_\_\_\_ to \_\_\_\_\_. For future renewal periods a new bond may be provided, if a new bond is not provided the surety is not

liable for claims on this bond arising out of or relating to events occurring outside the effective period of this bond. "

This wording would appear on each year's performance and payment bond on the City form.

**Answer 2:**

The City's bond forms cannot be updated but the concern is understood. The intention of the City is to have a total bond coverage of \$675,000 throughout the term of the contract and not to have coverage stack from year to year increasing that exposure. Language is being added to the payment and performance bond sections of the specification to indicate that the City will close these bonds out annually to ensure this type of stacking does not occur. Please see Addendum 2.