



City of Tacoma
Environmental Services Department

**SPECIFICATION NO.
ES20-0230F**

**Solid Waste Management
Vector Cleaning Services**

Project No. 512020

CITY OF TACOMA
ENVIRONMENTAL SERVICES DEPARTMENT

**REQUEST FOR BIDS, SPECIAL PROVISIONS, BID PROPOSAL AND
CONTRACT**

FOR

**SPECIFICATION NO.
ES20-0230F**

**Solid Waste Management
Vector Cleaning Services**

PROJECT NO. 512020

Jody Bratton, P.E.
Science & Engineering Division
Environmental Services Department

3510 South Mullen Street
Tacoma, Washington 98409-2200

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NOTE: ALL BIDDERS MUST HAVE A COPY OF THE SPECIFICATIONS AND
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City of Tacoma
Environmental Services/Solid Waste Management

REQUEST FOR BIDS ES20-0230F
Vactor Cleaning Services

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, October 20, 2020

Submittal Delivery: 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

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

Submittals in response to a RFB 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 not be held.

Project Scope: The City of Tacoma (City), Environmental Services Department, Solid Waste Management Division is soliciting a Request for Bids (RFB) from qualified firms to furnish labor, equipment, materials, and disposal to perform vactor cleaning services and other services for spill cleanups at City of Tacoma Solid Waste Management Recovery and Transfer Facility and in locations throughout Tacoma and unincorporated Pierce County on an on-call basis.

Estimate: \$375,000 (3 Year Contract)

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.

Federal Title VI Information:

"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 of award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tina Eide, Senior Buyer by email to TEide@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.

SPECIAL REMINDER TO ALL BIDDERS

PLEASE NOTE: Be sure you have complied with all specifications and requirements and have signed all required documents.

YOUR ATTENTION IS PARTICULARLY CALLED to the following forms, which must be executed in full before the bid is submitted:

1. BID PROPOSAL: The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.
2. SIGNATURE PAGE: To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.
3. BID BOND: The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must be not less than 5% of the total amount bid.
4. CERTIFICATION OF COMPLIANCE WITH WAGE PAYMENT STATUTES: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2017).
5. STATE RESPONSIBILITY AND RECIPROCAL BID PREFERENCE INFORMATION: Bidder shall complete this form in its entirety to ensure compliance with state legislation (SHB 2010).
6. STATEMENT OF QUALIFICATIONS: The Contractor or subcontractor shall fill out this form in its entirety proving they meet the requirements as outlined in these specifications. It shall be the sole determination of the Engineer to determine if the Contractor/subcontractor does in fact meet the requirements. This is a condition of award of the contract.
7. EQUAL EMPLOYMENT OPPORTUNITIES: The City of Tacoma's Prime Contractor's Pre-Work Form shall be completed by the bidder and submitted with the bid. This form is used to determine the bidder's EEO practices in accordance with Executive Order 11246 and TMC 10.26.

POST AWARD FORMS EXECUTED UPON AWARD:

- A. CONTRACT: Must be executed by the successful bidder.
- B. PAYMENT BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- C. PERFORMANCE BOND TO THE CITY OF TACOMA: Must be executed by the successful bidder and his/her surety company.
- D. CERTIFICATE OF INSURANCE: Shall be submitted with all required endorsements.
- E. LEAP UTILIZATION PLAN: Shall be submitted at the Pre-Construction Meeting. DOES NOT APPLY
- F. GENERAL RELEASE.

CODE OF ETHICS: The successful bidder agrees that its violation of the City's Code of Ethics contained in TMC Chapter 1.46 shall constitute a breach of the contract subjecting the contract to termination.

**CITY OF TACOMA
FINANCE/PURCHASING DIVISION
SPECIAL NOTICE TO BIDDERS**

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

I. STATE OF WASHINGTON

A. RESPONSIBILITY CRITERIA – STATE OF WASHINGTON

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

1. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect **at the time of bid submittal**;
2. Have a current Washington Unified Business Identifier (UBI) number;
3. If applicable:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. Have a Washington Employment Security Department number, as required in Title 50 RCW;
 - c. Have a Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW and;
4. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).
5. Have received training on the requirements related to public works and prevailing wage under this chapter and chapter 39.12 RCW and must designate a person or persons to be trained on these requirements. The training must be provided by the department of labor and industries or by a training provider whose curriculum is approved by the department. Bidders that have completed three or more public works projects and have had a valid business license in Washington for three or more years are exempt from this subsection.

B. RECIPROCAL PREFERENCE FOR RESIDENT CONTRACTORS:

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

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

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

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

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

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

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

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

C. SUBCONTRACTOR RESPONSIBILITY

1. The Contractor shall include the language of this subcontractor responsibility section in each of its first tier subcontracts, and shall require each of its subcontractors to include the same language of this section in each of their subcontracts, adjusting only as necessary the terms used for the contracting parties. The requirements of this section apply to all subcontractors regardless of tier.
2. At the time of subcontract execution, the Contractor shall verify that each of its first tier subcontractors meets the following bidder responsibility criteria:
 - a. Have a current certificate of registration as a contractor in compliance with chapter 18.27 RCW, which must have been in effect at the time of subcontract bid submittal;
 - b. Have a current Washington Unified Business Identifier (UBI) number;
 - c. If applicable, have:
 - a. Have Industrial Insurance (workers' compensation) coverage for the bidder's employees working in Washington, as required in Title 51 RCW;
 - b. A Washington Employment Security Department number, as required in Title 50 RCW;
 - c. A Washington Department of Revenue state excise tax registration number, as required in Title 82 RCW;
 - d. An electrical contractor license, if required by Chapter 19.28 RCW;
 - e. An elevator contractor license, if required by Chapter 70.87 RCW and;
3. Not be disqualified from bidding on any public works contract under RCW 39.06.010 (unlicensed or unregistered contractors) or 39.12.065(3) (prevailing wage).

II. CITY OF TACOMA

A. SUPPLEMENTAL RESPONSIBILITY CRITERIA – CITY OF TACOMA:

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

1. Adequate financial resources or the ability to secure such resources;
2. The necessary experience, stability, organization and technical qualifications to perform the proposed contract;
3. The ability to comply with the required performance schedule, taking into consideration all existing business commitments;
4. A satisfactory record of performance, integrity, judgment and skills; and
5. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.
 - a. Bidder Responsibility. Bidders shall not be in violation of 39.04.350 RCW Bidder Responsibility Criteria - Supplemental Criteria.

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

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

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

B. ADDITIONAL SUPPLEMENTAL CRITERIA – NOT APPLICABLE

C. MODIFICATIONS TO SUPPLEMENTAL CRITERIA

Potential bidders may request modifications to the City’s **supplemental criteria** by submitting a written request to the Purchasing Division no later than 5:00 p.m. Pacific Time, three days prior to the submittal deadline. Please include the Specification No. and Title when submitting such requests. Requests must include justification for why certain criteria should be modified. Requests received after this date and time will not be considered.

Requests for modifications to the supplemental criteria may be submitted via postal mail or delivered personally, or sent by e-mail, within the above timeline as follows:

By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th 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 35 th Street Tacoma, WA 98409
By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	E-mail: bids@cityoftacoma.org

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

D. DETERMINATION OF BIDDER RESPONSIBILITY

If the City determines the bidder does not meet the criteria above and is therefore not a responsible bidder, the City shall notify the bidder in writing with the reasons for its determination. If the bidder disagrees, the bidder may appeal the determination in a manner consistent with the City’s Protest Policy. Appeals are coordinated by the Purchasing Division heard by the Procurement and Payables Division manager for contracts less than or equal to \$500,000 and by Contracts and Awards Board for contracts greater than \$500,000.

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. Vendors 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

PART I

BID PROPOSAL AND CONTRACT FORMS

Solid Waste Management Vactor Cleaning Service

Specification No. ES20-0230F

PROPOSAL PAGES

PROPOSAL NO. 1

Item 1. Truck Wash Sumps and Catch Basins

<u>Item</u>	<u>Estimated Quantity</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
1a	30	1	Pumping and transport, including transport time to/from site and Truck/Driver cost	Each	\$ _____	\$ _____
1b	30	1,287	Treatment/Process/Disposal	Gallon	\$ _____	\$ _____
1c	1	Lump Sum	Testing/Profile	LS		\$ _____
			Item 1 Total			\$ _____

Note: Estimated Quantity x Estimated Quantity by Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Solid Waste Management Vector Cleaning Service
Specification No. ES20-0230F
PROPOSAL PAGES

PROPOSAL NO. 2

Item 2. Coalescing O/W Separators and Vaults

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
2a	30	1	Pumping and transport, including transport time to/from site and Truck/Driver cost	<u>Each</u>	\$ _____	\$ _____
2b	30	2,120	Treatment/Process/Disposal	<u>Gallon</u>	\$ _____	\$ _____
2c	1	Lump Sum	Testing/Profile	<u>LS</u>		\$ _____
			Item 2 Total			\$ _____

Note: Number of Jobs Required x Estimated Quantity by Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Solid Waste Management Vector Cleaning Service
Specification No. ES20-0230F
PROPOSAL PAGES

PROPOSAL NO. 3

Item 3 Leak Detection and Leachate Manhole Cleaning

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
3a	12	1	Pumping and transport, including transport time to/from site and Truck/Driver cost	<u>Each</u>	\$ _____	\$ _____
3b	12	1	Manhole cleaning, confined space entry, pipe cleaning	<u>Each</u>	\$ _____	\$ _____
3c	12	1,500	Treatment/Process/Disposal	<u>Gallon</u>	\$ _____	\$ _____
3d	1	Lump Sum	Testing/Profile	<u>LS</u>		\$ _____
			Item 3 Total			\$ _____

Note: Number of Jobs Required x Estimated Quantity by Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Solid Waste Management Vector Cleaning Service
Specification No. ES20-0230F
PROPOSAL PAGES

PROPOSAL NO. 4

Item 4. White Goods Facility Coalescing Oil/Water Separators

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
4a	30	1	Pumping and transport, including transport time to/from site and Truck/Driver cost	<u>Each</u>	\$ _____	\$ _____
4b	30	600	Treatment/Process/ Disposal	<u>Gallon</u>	\$ _____	\$ _____
4c	1	LS	Testing/Profile	<u>LS</u>		\$ _____
			Item 4 Total			\$ _____

Note: Number of Jobs Required x Estimated Quantity by Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Solid Waste Management Vector Cleaning Service
Specification No. ES20-0230F
PROPOSAL PAGES

PROPOSAL NO. 5

Item 5 Misc. Pumping and Cleaning Services (On-Site)

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
5a	8	4	Misc. Pumping – using an eductor truck w/ minimum 1,400 gal capacity	<u>Each</u>	\$ _____	\$ _____
5b	8	2,000	Treatment/Process/ Disposal	<u>Gallon</u>	\$ _____	\$ _____
			Item 5 Total			\$ _____

Note: Number of Jobs Required x Estimated Quantity by Job x Unit Price = Total Amount

The per gallon cost for misc. pumping services may be adjusted at the time of the job as the exact nature of the materials to be pumped is not known at this time. For bidding purposes, the materials to be pumped will be similar in nature and chemical characteristics as the other materials pumped in this specification.

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility	_____	Address	_____
Facility Contact	_____	Contact Phone #	_____
Name of Facility	_____	Address	_____
Facility Contact	_____	Contact Phone #	_____

Solid Waste Management Vector Cleaning Service
Specification No. ES20-0230F
PROPOSAL PAGES

PROPOSAL NO. 6

Item 6 Catch Basin Pumping and Cleaning Services

<u>Item</u>	<u>Number of Jobs Required</u>	<u>Estimated Quantity per Job</u>	<u>Description</u>	<u>Bid Unit</u>	<u>Unit Price</u>	<u>Total Amount</u>
6a	6	1 (70 Catch Basins)	Pumping and transport, including transport time to/from site and Truck/Driver cost	<u>Each</u>	\$ _____	\$ _____
6b	6	5,250	Treatment/Process/Disposal	<u>Gallon</u>	\$ _____	\$ _____
6c	1	LS	Testing/Profile	<u>LS</u>		\$ _____
			Item 6 Total			\$ _____

Note: Number of Jobs Required x Estimated Quantity by Job x Unit Price = Total Amount

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed.

Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Name of Facility _____

Address _____

Facility Contact _____

Contact Phone # _____

Solid Waste Management Vector Cleaning Service
Specification No. ES20-0230F
PROPOSAL PAGES

PROPOSAL NOS. 1 through No. 6

Bid Totals (On-site Work)

This bid will be awarded to one Contractor. In order to properly evaluate the proposal, please complete the following worksheet.

Item Description	Item Cost
Item 1 – Truck Wash Sumps and Catch Basins	\$ _____
Item 2 – Coalescing O/W Separators & Vaults	\$ _____
Item 3 – Leak Detection and Leachate Collection Manhole Cleaning	\$ _____
Item 4 – White Goods Facility Coalescing O/W Separators	\$ _____
Item 5 – Misc. Pumping Services	\$ _____
Item 6 – Catch Basin Pumping and Cleaning Services	\$ _____
<hr/>	
Total for all Services (Items 1-6)	\$ _____
Sales Tax @ 10.2%	\$ _____
Grand Total for Proposal (Including applicable taxes)	\$ _____

Successful vendor can begin services within _____ days from receipt of contract.

NOTE: Late penalty provisions shall apply.

Prompt Payment Discount _____% _____ days, net 30. Payment discount periods of 20 calendar days or more will be considered in determining lowest responsible bid.

Solid Waste Management Vactor Cleaning Service Specification No. ES20-0230F

PROPOSAL PAGES

PROPOSAL NO. 7

Item 7 Collection and Disposal Vehicle Spills/Cleanups (Off-Site): The following are unit costs for work off-site and will be billed per the Item Costs on a monthly invoice as needed and requested by Solid Waste Management.

Item Description*	Item Cost
Item 1 –Per Hour Service Rate, Normal Work Hours	\$ _____
Item 2 – Per Hour Service Rate, Outside Normal Work Hours	\$ _____
Item 3 – Sweeping Service, by the quarter hour, Normal Work Hours	\$ _____
Item 4 – Sweeping Service, by the quarter hour, Outside Normal Work Hours	\$ _____
Item 5 – Vactor Services, by the quarter hour, Normal Work Hours	\$ _____
Item 6 – Vactor Services, by the quarter hour, Outside Normal Work Hours	\$ _____
Item 7 – Sump Drain Cleaning, by the quarter hour, Normal Work Hours	\$ _____
Item 8 - Sump Drain Cleaning, by the quarter hour, Outside Normal Work Hours	\$ _____
Travel Cost Per Mile	\$ _____

***all costs to include labor, materials, equipment and disposal**

This section is mandatory for a responsive bid.

Please identify where material removed from the Tacoma Solid Waste Management site will be processed/treated/disposed. Bidders shall also provide documentation that employees with the proper certifications needed to perform this work are working for the company at the time of the bid.

Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.

Name of Facility	_____	Address	_____
Facility Contact	_____	Contact Phone #	_____
Name of Facility	_____	Address	_____
Facility Contact	_____	Contact Phone #	_____

SIGNATURE PAGE

**CITY OF TACOMA
ENVIRONMENTAL SERVICES/SOLID WASTE MANAGEMENT**

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 Bids page 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 BIDS SPECIFICATION NO. ES20-0230F
Vactor Cleaning Services**

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.

Herewith find deposit in the form of a cashier's check in the amount of \$ _____ which amount is not less than 5-percent of the total bid.

SIGN HERE _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto the City of Tacoma, as Obligee, in the penal sum of _____ dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for

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

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20_____.

PRINCIPAL:

SURETY:

_____, 20_____

Received return of deposit in the sum of \$ _____



City of Tacoma

Certification of Compliance with Wage Payment Statutes

The bidder hereby certifies that, within the three-year period immediately preceding the bid solicitation date October 6, 2020, that the bidder is not a “willful” violator, as defined in RCW 49.48.082, of any provision of chapters 49.46, 49.48, or 49.52 RCW, as determined by a final and binding citation and notice of assessment issued by the Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction.

I certify under penalty of perjury under the laws of the state of Washington that the foregoing is true and correct.

Bidder

Signature of Authorized Official*

Printed Name

Title

Date

City

State

Check One:

Individual

Partnership

Joint Venture

Corporation

State of Incorporation, or if not a corporation, the state where business entity was formed:

If a co-partnership, give firm name under which business is transacted:

** If a corporation, proposal must be executed in the corporate name by the president or vice-president (or any other corporate officer accompanied by evidence of authority to sign). If a co-partnership, proposal must be executed by a partner.*

Specification No. _____

Name of Bidder: _____

State Responsibility and Reciprocal Bid Preference Information

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

Number: _____

Effective Date: _____

Expiration Date: _____

Current Washington Unified Business Identifier
(UBI) Number:

Number: _____

Do you have industrial insurance (workers' compensation)
Coverage nor your employees working in Washington?

- Yes No
 Not Applicable

Washington Employment Security Department Number

Number: _____

Not Applicable

Washington Department of Revenue state excise tax
Registration number:

Number: _____

Not Applicable

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

- Yes No

If yes, provide an explanation of your
disqualification on a separate page.

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

- Yes No

If incorporated, in what state were you incorporated?

State: _____ Not Incorporated

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

State: _____

Have you completed the training required by RCW
39.04.350, or are you on the list of exempt businesses
maintained by the Department of Labor and Industries?

- Yes No

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

5%

Women Business
Enterprise Requirement

0%

Small Business Enterprise
Requirement

3%

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: ES20-0230F
Date of Record: 9/10/2020

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



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.

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 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 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: _____



PAYMENT BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,

\$ _____, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No.

Specification Title:

Contract No.

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

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory payment bond shall become null and void, if and when the Principal, its heirs, executors, administrators, successors, or assigns shall pay all persons in accordance with RCW 39.08, 39.12, and 60.28, including all workers, laborers, mechanics, subcontractors, and materialmen, and all person who shall supply such contractor or subcontractor with provisions and supplies for the carrying on of such work, and all taxes incurred on said Contract under Titles 50 and 51 RCW and all taxes imposed on the Principal under Title 82 RCW; and if such payment obligations have not been fulfilled, this bond shall remain in full force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract shall in any way affect its obligation on this bond, and waivers notice of any changes, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increased obligation.

No suit or action shall be commenced hereunder by any claimant unless claimant shall have given the written notices to the City, and where required, the Contractor, in accordance with RCW 39.08.030.

The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of claims which may be properly filed in accordance with RCW 39.08 whether or not suit is commenced under and against this bond.

If any claimant shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgment and attorney fees as provided by RCW 39.08.030, shall also pay such costs and attorney fees as may be incurred by the City as a result of such suit. Venue for any action arising out of or in connection with this bond shall be in Pierce County, WA.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasure Department.

Resolution No.
Bond No.
Specification No.
Contract No.

One original bond shall be executed, and be signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Approved as to form:

Principal: **Vendor Legal Name**

Deputy City Attorney

By: _____

Surety: _____

By: _____

Agent's Name: _____

Agent's Address: _____

Sample



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned, _____

as principal, and _____

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of,

\$ _____, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

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

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in in connection with this bond shall be in Pierce County, Washington.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Treasury Department.

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Approved as to form: _____

Principal: **Vendor Legal Name**

Deputy City Attorney

By: _____

Surety: _____

By: _____

Agent's Name: _____

Agent's Address: _____

GENERAL RELEASE TO THE CITY OF TACOMA

The undersigned, named as the contractor for _____
Project / Spec. #
between _____ and the City of Tacoma,
(Themselves or Itself)
dated _____, 20____, hereby releases the City of Tacoma, its departmental officers and agents from any and all claim or claims whatsoever in any manner whatsoever at any time whatsoever arising out of and/or in connection with and/or relating to said contract, excepting only the equity of the undersigned in the amount now retained by the City of Tacoma under said contract, to-wit the sum of \$_____.

Signed at Tacoma, Washington this _____ day of _____, 20____.

Contractor

By _____

Title _____

PART II

SPECIAL PROVISIONS

PART 1 INTRODUCTION

The City of Tacoma (City), Environmental Services Department, Solid Waste Management Division is soliciting a Request for Bid (RFB) from qualified firms to furnish labor, equipment, materials, parts and supervision to perform routine servicing of multiple oil water separators, sumps and vaults on-site at the City of Tacoma's Solid Waste Facilities located at 3510 South Mullen Street and to provide spill response and cleanup activities that occur from the City's solid waste collection and disposal fleet. The contract resulting from this RFB will also allow for hiring the required craft and professional staff to provide these services on a routine and on-call basis.

It is Solid Waste Management's intent to award a two (2) year contract resulting from this RFB, with three (3) additional (1) one-year option to extend for a total contract period of five (5) years. Award and extensions are subject to City approval.

PART 2 BACKGROUND AND PURPOSE

Tacoma Solid Waste Management (SWM) is a full service garbage collection and processing enterprise. The site located at 3510 South Mullen Street has multiple oil/water separators, sumps, vaults and catch basins that need routine servicing to meet Washington State and Local Agency pollution prevention requirements. The site also has a large truck pre-wash and automated truck wash facility used to maintain SWM fleet vehicle appearance. The services provided under this specification will provide the routine maintenance to ensure efficient operations of the facilities, and to allow the facilities to operate within environmental standards.

Solid Waste Management collection and disposal truck fleet operates primarily in unincorporated Pierce County. Collection of solid waste typically occurs Monday through Friday, 5 a.m. to 4 p.m. with occasional work occurring on the weekends due to weekday holidays. Disposal of solid waste utilizing our long haul semi-fleet occurs daily between the hours of 7 a.m. and 4 p.m. On occasion disposal operations occur in unincorporated King County. As with most fleet operations occasionally oil, hydraulic fluid, diesel fuel, power steering fluid or transmission fluid will leak from the trucks during collection services in our community. As a result, cleanup of spills and leaks will as needed on call basis.

PART 3 SCOPE OF WORK

The City of Tacoma is requesting bids to provide vector truck and cleaning services for the oil/water separators, sumps, vaults and catch basins at the Tacoma SWM Facility per the attached specification.

In addition, the City of Tacoma is requesting bids for on-call vector services for our solid waste collection and disposal fleet. The services for our collection and disposal fleet is an on-call as needed basis. The on-call services could be any day of the week and could involve after business hour services. The on-call services would primarily be within City of Tacoma limits but may go as far as unincorporated Pierce and King Counties. We estimate the on-call services to be approximately 20 times per year based on history. The on-call service may include, but not limited to, sweeper, pressure washing, soap cleaning, vector and sump drain cleaning operations. The City of Tacoma Route Supervisor will initially respond to the scene of the spill. Once an initial assessment is complete, including installation of immediate measure such as putting down floor

dry, contact with the cleaning service will be made for initiating additional clean up services. The company hired will be required to respond within 1 hour of the reported incident. All traffic control and signage required for the cleanup response will be part of the work & included in the unit prices. Disposal manifest will be required for all material collected from the spill and clean up site.

3.1 WORK PLAN

Regular Maintenance Pumping and Cleaning - The following structures or facilities require regular pumping and cleaning.

Approximately Ten (10) Cleanings per Year

1. Truck Wash Coalescing Oil/Water Separator. This O/W separator has been installed as part of the truck wash facility.
 - Contains M-pak coalescing plate
 - Located between truck wash and prewash near concrete retaining wall
 - Approximate Volume: [(12' x 6') x (4' water depth)] – [3.5' x 6' x 4' coalescing plate] = 204 cubic feet = Approx. 1,500 gallons
2. Truck Parking Lot Coalescing Oil/Water Separator. This O/W separator serves the main truck parking lot area.
 - Model 577-SPA by Hanson
 - Contains Servisep-Pack coalescing plate
 - Located north of collection truck parking lot
 - Approximate Volume: [6.2' x 3.8' x 4' water depth] – [2.5' x 3' x 4' coalescing plate] = 64 cubic feet = Approx. 500 gallons
3. Prewash Trash Sump
 - Cast-in-place concrete sump with collection baskets
Located in Prewash Building
 - Approximate Volume: [15' x 3' x 3'] = 135 cubic feet = 1,010 gallons
4. Truck Wash Catch Basin – Entrance
 - Located just south of main entrance to truck wash facility.
 - Capacity less than 100 gallons
5. Sanitary Sewer Catch Basin (SSCB#12)
 - Type 2-48" Diameter Catch Basin with 2' sump
 - Located at Truck Wash Drip Pad area
 - Approximate Volume: [(3.14)(2')²][2' depth] = 25 cubic feet = 187 gallons
6. Fleet Maintenance Coalescing Oil/Water Separator This O/W separator serves the main Fleet maintenance shop.
 - Contains Servisep-Pack coalescing plate
 - Located west of bay #1
 - Approximate Volume: [6.2' x 3.8' x 4' water depth] – [2.5' x 3' x 4' coalescing plate] = 64 cubic feet = Approx. 500 gallons
7. White Goods Facility (South) Coalescing Oil/Water Separator this O/W separator serves the main White Goods processing area.
 - Contains Servisep-Pack coalescing plate
 - Located southwest of building in parking lot drive way
 - Approximate Volume: [6.2' x 3.8' x 4' water depth] – [2.5' x 3' x 4' coalescing plate] = 64 cubic feet = Approx. 500 gallons
8. White Goods Facility (North) Water Separator this O/W separator serves the White Goods processing building.
 - Located west of white truck parking lot

- Approx. 100 gallons
- 9. Main Receiving and Recovery Building Coalescing Oil/Water Separators. There are two O/W separators that service this Building and adjoining shop area
 - Contains Velcon Plate Packs
 - Located West Side of Building, South of Shop area in asphalt area
 - Approximate Volume [3'6" x 5'6" x 5'2"] 75 cubic feet 560 gallons
 - Located Lower Road South of East Compactor
 - Approximate Volume: [3'6" x 5'6" x 5'2"] 75 cubic feet 560 gallons

Approximately Four (4) Cleanings per Year

1. Leak Detection/Leachate Collection Manhole Cleaning
 - SWM has a manhole that is used for monitoring the flow and quality of effluent draining from a landfill liner leak detection system. The manhole is six feet in diameter and approximately 22 feet deep. There is a small sump at the bottom of the manhole. To obtain representative samples of the draining liquid, the sump area must be free all sediments when samples are collected. Approximately six inches to a foot of sediment can accumulate in the manhole over a year's time.
 - SWM also has a manhole that is used for monitoring the flow and quality of effluent draining from the landfill's leachate collection system. The manhole is six feet in diameter and approximately 25 feet deep. To obtain representative samples of the draining liquid, the sump area must be free all sediments when samples are collected.

Approximately Two (2) Cleanings per Year

1. Approximately 70 Catch Basins
 - Type 24" by 20" Rectangular Catch Basin with 4' sump
 - Located at City of Tacoma Solid Waste Facility
 - Approximate Volume : [24"x20"x36"] = 10 cubic feet= 75 gallons
X70= 5,250 gallons

On-Call and Emergency Response Services – The following provides an outline of the required services for call-out for both on and off-site service.

Misc. Pumping and Misc. Fluid Cleanup Services (On-Site):

1. Per Hour Service Rate
2. SWM often has needs to service various pits, catch basins and manholes on an as needed basis. The nature of the material is unknown, so profiling charges will apply.
3. Fluid Clean Up within City of Tacoma including pressure washing and sweeping up of oil absorbent debris on-site.

Collection and Disposal Vehicle On-Call Services (Off-Site):

1. Per Hour Service Rate, by the quarter hour
2. Sweeping Services, by the per quarter hour
3. Pressure washing, including cleaning area with or without cleaning agent, by the per quarter hour
4. Vactor Services, by the per quarter hour
5. Sump Drain Cleaning, by the quarter hour
6. Travel Cost Per Mile
7. Direct Cost of Disposal to be included in per hour service
8. All overhead, labor, equipment and materials to be included in the hourly rates.

9. All hourly rates are required for normal and outside normal working hours.

3.1.1 – PROJECT ASSIGNMENT

For the Regular Maintenance Pumping and Cleaning the Contractor will establish a schedule to be approved by the City for the required scope defined above.

For the On-call and Emergency Response Service the City will contact the Contractor to perform the assigned work. In the event of an off-site spill or leak from a collection or disposal fleet vehicle the Supervisor will provide first response to the location of the incident to assess the situation and need for cleanup. The Supervisor will contact the Contractor for response with the outlined plan to the best of their ability. More services may be required but will be agreed upon when the Contractor arrives to the incident. The Contractor is required to arrive to the incident within 1 hour of receipt of call.

3.1.2 – PROJECT MANAGEMENT

The Contractor will generally coordinate his own work and shall provide a qualified superintendent, if needed, schedules, timelines, and priority of work will be coordinated with the Resource and Transfer Maintenance Supervisor (On-Site) and the Solid Waste Collection Supervisor (Off-Site), or their designee. Tools and equipment to be used by the Contractor shall be their own. Any rental equipment required to provide said services shall be provided by the Contractor.

3.1.3 – COMPLETION OF WORK AND INSPECTION

In this task, the contractor shall complete assigned projects in accordance with the technical specifications, and in compliance with all applicable federal, state and local codes, regulations, and permits, as well as industry codes and standards. These shall include, but are not limited to:

1. Washington State Department of Ecology MS4 Permit
2. City of Tacoma Stormwater Management Manual
3. City of Tacoma Landfill Consent Decree with U.S. Environmental Protection Agency and Washington State Department of Ecology
4. Solid Waste Permit - City of Tacoma Landfill Site, Permit No. 27-051 through Tacoma Pierce County Health Department
5. Washington Industrial Safety and Health Act (WISHA)/Occupational Safety and Health Act (OSHA)
6. Tacoma Municipal Code (TMC) as applicable

PART 4 GENERAL PROVISIONS

The performance of the described tasks must be fully coordinated with identified Solid Waste Management employees once the scope and timing of each contract task is clarified and a Notice to Proceed is issued.

4.1. GENERAL INFORMATION

4.1.1 GENERAL SAFETY REQUIREMENTS

The Contractor will comply with all applicable laws, ordinances, rules, and regulations of any public authority for the safety of persons and property, including requirements of the Washington Industrial Safety and Health Administration per the Washington Administrative Code 296-24.

The Contractor shall comply with work site conditions and work rules established by Solid Waste Management and shall cooperate with Solid Waste Management in enforcing work site conditions and work rules which directly affect the performance of the services, including but not limited to, starting and quitting times, smoking regulations, check-in and check-out procedures, and work site safety and clearance procedures. Without limiting the foregoing, the Contractor will use good faith efforts to properly train its employees about proper and safe work methods and work site safety and will provide notice to Solid Waste Management (if reasonably necessary) of work safety issues.

4.1.2 GENERAL SITE AREA PROTECTION AND CLEANUP

The Contractor shall, in connection with performance of this Contract, create no hazard to Solid Waste Management's employees and invitees and shall coordinate and cooperate with Solid Waste Management to protect the life and health of all persons working at or visiting the premises or the traveling public and adjacent business in the off-site locations.

The Contractor is to keep the work area clean, neat, and in an orderly condition. Contractor shall be responsible for cleanup of job site and removal of all rubbish.

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

The Solid Waste Management Division has an Environmental Sustainable Management System (ESMS). The ESMS is used to document practices and procedures required by the Environmental Services Department to satisfy the requirements of ISO 14001 certification. The maintenance service contractor and any sub-contractors must comply with requirements of Environmental and Sustainability Management Systems Sections 4.4.6-6 "Contractor and Vendor Environmental and Sustainability Management System Information Sheet.

Included in Appendix B is the following:

1. Contractor/Vendor Acknowledgment and Agreement
2. ESMS Document 4.4.6.4 – Operational Controls Environmental Checklist – based on the response to the completed checklist the City will decide the required training for those individuals from the contractors expected to be on-site. At the most this on-site training will be a maximum of 90 minutes. The Contractor is responsible for proper completion and submission of the following:
3. Proper training of all employees in accordance with the training requirements, as per ESMS documents and procedures.
4. Proper verification and completion of all forms listed in this solicitation. All forms are to be submitted prior to accessing the site.
5. Notification to the response ESMS on-site representative of planned activities and submission of any required on-site ESMS forms as may be required.

4.1.3 CHANGES

Solid Waste Management may, at any time during performance of the services, by written order or indicated as a change notice, direct changes in the services which are within the general scope of the Contract, including but not limited to changes in (1) the method or manner of performance of the services, (2) Solid Waste Management furnished equipment, materials, services onsite, or (3) the performance period for the services. Any other written or oral order (including

direction, instruction, interpretation or determination) from Solid Waste Management to the Contractor that causes any such change, shall be treated as a change notice under this Article, provided that the Contractor gives Solid Waste Management written notice within seven (7) days stating the date, circumstances and source of the order and that the Contractor regards the order as a change notice.

If the Contractor agrees to a requested change and intends to request an equitable adjustment in the amount of reimbursement or period of performance because of any change, the Contractor shall submit a written request for equitable adjustment within thirty (30) days of the occurrence of the change in sufficient detail to permit evaluation by Solid Waste Management.

Upon mutual agreement between Solid Waste Management and the Contractor as to the extent of equitable adjustment resulting from any change, a written Change Order executed by both Solid Waste Management and the Contractor shall modify the Contract.

4.1.4 SEVERABILITY

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

4.1.5 NOTICES

Any notice, request, approval, consent, instruction, direction or other communication given by a party to this Contract to the other shall be in writing (including by email, telegraph, telecopier, or like mode of communication), to the intended recipient.

4.1.6 ACCOUNTING, RECORDS AND AUDIT

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

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

Solid Waste Management shall pay the cost of any inspection audit requested hereunder, provided, that if an inspection audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the Contractor to Solid Waste Management in excess of one percent (1%) of the total contract billings. In addition to making adjustments for the overcharges, the reasonable actual cost of Solid Waste Management's audit shall be reimbursed to Solid Waste Management by the Contractor. Any adjustments and/or payments that must be made because of any audit and inspection hereunder

shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of Solid Waste Management's findings to the Contractor.

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

4.1.7 WAIVER OF DEFAULT

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

4.1.8 INDEPENDENT CONTRACTOR STATUS

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits.

No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees. Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at its sole expense, shall obtain and keep Contract services.

4.1.9 PERMITS AND FEES

The Contractor shall furnish all permits, inspection fees, and fees required in the performance of this contract, including those charged under RCW 39.12.070 by the Department of Labor and Industries.

4.2 EQUIPMENT

The Contractor is responsible to provide all material, tools, and equipment necessary to complete any assigned tasks.

4.3 INSURANCE REQUIREMENTS:

It is recommended that contractor review the insurance certificate requirements with their agent/surety prior to bidding to ensure that requirements can be met. The attached Standard Insurance Requirements (Contract Forms) apply to this contract.

4.4. PREVAILING WAGES

The Contractor will comply with all laws regarding prevailing wages. At a minimum prevailing wages shall be paid for all contractor direct labor and all

subcontractor labor supplied in the maintenance services contract. The contractor shall be required to file an Intent to Pay Prevailing Wages, and annually file an Affidavit of Wages Paid with the Washington Department of Labor and Industries.

A link to the current prevailing wage rates for this project can be found in the "Washington State Prevailing Wage Rates" Section of this RFB.

On an annual basis or as required, prevailing wage labor pricing will be adjusted to reflect any changes that have occurred during the term of the contract.

4.5 CONTRACT PRICING/COMPENSATION

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

On an annual basis or as agreed to as part of the Contract, all pricing, other than prevailing wage, may be escalated/de-escalated to reflect changes, if any, in material, overhead, and profit costs. The Contractor must request this adjustment in pricing, in writing sixty (60) days prior to contract renewal, and Solid Waste Management must approve, in writing, before any pricing is changed, unless the pricing is tied to the direct costs of employees as provided for in union contracts or prevailing wages and uses simple multipliers for indirect and overhead/decrease in the Fees and Charges section of their proposal.

Billing rates quoted in response to this RFB shall remain in effect for the duration of the Contract. Annual adjustments thereafter will be considered only for any change in federal, state, or municipal law, regulation, or administrative ruling requiring any change in work hours, wage or benefit rates, working conditions or other costs to the contractor in providing services. The Contractor shall give Solid Waste Management at least thirty (30) days prior written notice of the change in rates and the effective date of the proposed change. In the event Solid Waste Management and the contractor cannot agree on an adjustment request, Solid Waste Management may terminate the agreement.

4.6 BID BOND

The Bid Bond must be executed by the person legally authorized to sign the bid, and must be properly signed by the representatives of the surety company unless the bid is accompanied by a certified check. If Bid Bond is furnished, the form furnished by the City must be followed; no variations from the language thereof will be accepted. The amount of the Bid Bond must not be less than 5% of the total contract amount; and, if shown in dollars and cents, the amount of said Bid Bond must not be less than the required 5%.

4.7 CONTRACT, BONDS & RETAINAGE

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

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

4.8 CONTRACT TERM

The initial term of the contract with the lowest responsive bidder will be for an initial two (2) year period from the date of contract implementation with a provision for three (3) one-year renewal period.

4.9 CONTRACT INVOICING

Cumulative contract costs for all services under the Contract(s) shall be submitted electronically on a monthly, separately identifying: each task performed; worker classifications assigned, with corresponding hours worked; and the labor classification hourly wage rate; to AccountsPayable@CityofTacoma.org.

4.10 CONTRACT AWARD

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

4.11 SUBCONTRACTORS

Solid Waste Management reserves the right to approve any subcontractor used to perform work under this Request for Bid. All subcontractors must execute contracts with the proposing firm, which bind them to the same terms and conditions as the primary contract binds the proposing firm to the City.

PART 5 EXPLANATION OF SERVICE AND PRICING

5.01 EXPLANATION OF SERVICES

The City is requesting quotes for the services listed above. The attached Bid Sheets shall be used for all submittals. The following provides a brief explanation of the individual items for each service.

Pumping and Transport:

1. The bidder shall specify the lump sum cost required for travel to the Solid Waste Management site, pumping of the specific unit's liquids and solids, transportation of the sediments to the disposal/processing site, and unloading. For the coalescing plate O/W separators, the lump sum cost needed shall include the time required to properly clean the separator unit, including the plates. Removal of the coalescing plates is not included. Truck cleaning shall be factored into the lump sum price.
2. All charges for the service shall be included in the lump sum price.
3. The entire contents of the specified unit shall be pumped within two hours of the scheduled appointment. If multiple trucks are needed to perform the service, the cost for both trucks is to be included in the lump sum bid.
4. Because of the nature of the material and the configuration of the truck wash pits, an eductor truck is required for this service.
5. For Misc. Pumping Services, Item 5, a per hour cost for truck and driver is to be specified as the exact nature of the jobs to be performed is not known at the time of the bid

Manhole or Tank Cleaning

1. All staff hours, extra equipment and other related costs shall be included in the lump sum bid for this activity.
2. Proper confined space entry procedures shall be followed, and Contractor's employees participating in this task shall be properly trained in both confined space entry and hazardous waste operations. Proof of employee training records requested at bid submittal.

Disposal/processing of Liquids and Sludge's:

1. This category is the disposal or processing of the collected liquids/sediments.
2. The price shall be quoted per gallon of liquids/sediment.
3. The disposal or processing site identified on the bid shall have, at the time of bid, all federal, state and local permits necessary to manage the material. Bidders may be asked at any time to provide copies of the applicable permits. At the time of bid the bidder shall supply a name and phone number of the applicable contact at the receiving facility.
4. The quotation shall specify the disposal/processing facility or facilities where the pumped material will be processed. If this section is not completed, the bid is unresponsive. This section is mandatory for a responsive bid. Bidders may specify multiple locations if flexibility is desired. Facilities may be added after a bid is awarded if approved by the City of Tacoma Solid Waste Management.
5. Actual payment will be based on actual volume of liquids and sludges pumped.

Profile:

1. This item allows for a one time profile and/or testing fee for acceptance of the material over the course of the contract period. If profiling or testing is not required due to the availability of existing analysis data, persons bidding may bid zero for this section.

Cleanup, disposal and restoration following vehicle spills and leaks (off-site):

1. The Contractor shall submit monthly invoice for the following categories for services provided as outlined below:
2. Per Service Rate, shall include cleanup of all fluid spills or leaks from our fleet vehicles in locations throughout City of Tacoma limits, unincorporated Pierce County and King County, by the per quarter hour. The travel costs per mile from Contractor's facility to site is a separate line item. Separate line items for this category are provided for normal working hours, defined as Monday through Friday from 7:00 a.m. to 5 p.m., and weekends or after normal working hours.
3. Sweeping Service Rate, by the per quarter hour (same conditions as above);
4. Pressure washing, by the per quarter hour (same conditions as above) and shall included with or without cleaning agent.
5. Vactor Services, by the per quarter hour (same conditions as above);
6. Sump Drain Cleaning and disposal (as outlined above under Disposal/processing of Liquids and Sludge's, by the quarter hour;
7. Direct Cost of Disposal is to be included in the per service rate.

5.02 CONTRACT PRICE

Quoted prices must be available for 60 days beyond the bid opening date and then firm through the initial 12 month contract period. Bid submittal prices will establish a base price against which vendors may request prices adjustments.

The lump sum and unit bid prices shall be full and complete compensation for the contract work stated, together with all appurtenances incidental thereto, including materials, equipment tools, labor, and all the cost to the vendor for completing the contract in accordance with these specifications and instructions of the City.

5.03 PRICE ADJUSTMENTS

The City may consider price adjustments for each 12 month contract period. The vendor must submit all price increases/decreases in writing 30 days prior to each 12 month contract period, under the following conditions:

Vendor shall submit proposed price changes 30 days prior to end of each 12 month contract period per CPI Adjustment procedures below. Written requests for price changes should be directed to Desiree Odegard, Financial Assistant, City of Tacoma, Solid Waste Management Division, 3510 South Mullen Street, Tacoma WA 98409 (email: dodegard@cityoftacoma.org; 253-593-7738).

CPI Adjustment. Commencing on the first anniversary of the date of the execution of the contract, and annually on each anniversary of the effective date thereafter (each an "Adjustment Date"), the Contractor may request the then-current compensation rates be adjusted by up to eighty percent (80%) of the annual percent change in the Consumer Price Index for All Urban Consumers (CPI-U), Seattle-Tacoma-Bremerton, WA, 1982-84=100, published by the United States Department of Labor, Bureau of Labor Statistics ("BLS").

The parties may refer to the BLS Internet Site (www.bls.gov) or other BLS source to calculate the CPI adjustment and resulting rate described above as follows: (1) divide the Seattle-Tacoma-Bremerton, WA CPI-U published nearest to but immediately preceding the Adjustment Date by the Seattle-Tacoma-Bremerton, WA CPI-U published for the same period the prior year; (2) subtract 1.0; (3) multiply the difference by 0.80; (4) add 1.0; and (5) multiply the result by the compensation rates then in effect.

5.04 Payment

Payment will be made upon certification by the Solid Waste Management (ATTN: Recovery and Transfer Station Supervisor; 3510 S Mullen, Tacoma, 98409) that all work is completed in accordance with the specifications. Payment terms shall be Net 30.

5.05 Bid Evaluation

The award of this contract will not be based on cost alone, as other factors and features are equally important.

5.06 Bid Evaluation Criteria

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

The City reserves the right to award the Contract to the lowest responsible bidder or bidders whose bid will be the most advantageous to the City, price and

any other factors considered. In evaluating the proposals, the City may also consider any or all of the following:

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

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

5.07 Insurance Requirements

The successful vendor will provide proof of insurance in accordance with City Policy. The City must be given a complete copy of the successful vendor's insurance policy, or a Certificate of Insurance. The policy or certificate of insurance must include all related endorsements.

The City of Tacoma shall be specifically named as an additional insured on the policies and all policies shall be primary and non-contributory over any other insurance or self-insurance the City may have. The applicable endorsements must be submitted, by the successful vendor, with the policy or certificate of insurance.

A forty-five (45) calendar day written notice shall be given to the City prior to termination of or any material change to the policy(s) as it relates to this contract; provided that thirty (30) calendar day written notice shall be given for surplus line insurance cancellation for nonpayment of premiums. Such notice shall not be less than ten (10) calendar days prior to such date.

Additional Pollution Liability Insurance: In addition to general liability coverage required under City Policy, the Contractor shall at all times during the term of the term of the purchase order, carry and maintain pollution liability coverage for pollution or environmental damage occurring or arising out of services provided under this contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants. The limits of liability insurance shall not be less than \$1,000,000 per occurrence and \$2,000,000 for any one policy year.

5.08 Recycling/ Disposal Facilities

Facilities used to handle wastes per this specification must not be subject to unresolved enforcement actions and should be in compliance with applicable environmental laws and regulations. Facilities used to handle wastes per this specification will be subject to audits from the City or its designee. Any visits to facilities shall be unannounced. Such visits shall be during normal working hours and efforts will be made to insure the visits do not interfere with normal operations at the facility.

A pre-award audit may also be performed. Companies may be excluded if significant regulatory enforcement or remediation orders are issued or pending. In addition, if gross operational, design or waste management problems are

identified during the audit, which may lead to regulatory enforcement or cleanup orders, the vendor may be excluded.

5.09 Scheduling and Availability of Service

Successful vendor must be able to perform this service no later than two weeks after the Contract has been awarded. In most cases, the service will be scheduled approximately one week in advance. However, the City may request services under this contract with a quicker response time. In those cases, the vendor shall make all attempts to comply with the request.

APPENDIX A

Environmental and Sustainability Management System (ESMS)

ESMS Document 8.1-5 Contractor Management Environmental Checklist

**Contractor and Vendor Environmental and Sustainability Management System
Information Sheet**



Verification	Originator	Revised	Approved	Issued
Initials	Core Team		Mgmt Rep	Mgmt Rep
Date	2/2019		2/2019	2/2019

ESMS Document – 8.1-5 Contractor Management Environmental Checklist

The following information is required by the Insert Name of Project Manager/Assigned Staff prior to contracted activity or service.

Check yes or no to identify which of the following will be included in the contracted activity or service.

Combustion Sources:

- Air heating and supply Yes No
- Mobile transportation (*i.e. forklift or carts*) Yes No
- Construction activities Yes No
- Excavation or grading Yes No
- Drilling or blasting Yes No
- Rock crushing Yes No
- Demolition Yes No
- Welding or soldering Yes No
- Painting Yes No
- Asphalt paving Yes No
- Use or storage of chemicals or fuels Yes No
- Transfer of bulk materials Yes No
- Disposal of chemical wastes Yes No

If yes, please describe waste streams:

Building Maintenance Activities:

- Architectural paint removal Yes No
- Architectural painting Yes No
- Hydroblasting Yes No
- Sandblasting Yes No
- Surface preparation/treatments (*i.e. floors and roof repair*) Yes No
- Purging or repair of distribution lines (*i.e. those for fuel, oil or solvents*) ... Yes No
- Use of chemicals, solvents, corrosives, acids, oils, etc Yes No
- Use of herbicides, pesticides, or insecticides Yes No



**Contractor and Vendor Environmental and Sustainability
Management System Information Sheet**

Business or Work Related Activities:

- Use or receipt of chemical materials..... Yes No
(other than janitorial or cleaning materials)
 - Generation and disposal of chemical wastes..... Yes No
 - Generation of sealers, adhesives, coatings, or paints..... Yes No
 - Welding, soldering, brazing or similar activities Yes No
 - Use of caustics or acids Yes No
 - Use of combustion gases Yes No
- If yes, please list the fuels used:

- Laboratory installation Yes No
- Medical waste Yes No
- Discharge to storm drains Yes No

To be completed by the City of Tacoma, Project Manager or assigned staff prior to the contracted work or service.

A review of the above activities determined:

- No further action is required
- Contractor/supplier must refer to the project specification book/contract for the assigned operational controls

Signature:

Name, Title

Date

Refer to [8.1-2 Operational Planning and Control Contractor Management Procedure](#) and [8.1-3 Operational Planning and Control Vendor Procedure](#) for information regarding the use, routing and approval of this form.

Revision History

Change	Date of	Revised By	Summary of Changes
001			
002			

Previous versions or printed copies may be obsolete. Verify current versions using the ESMS website.



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Welcome. The City of Tacoma Solid Waste Management Division (SWM) operates an ISO 14001 Environmental and Sustainability Management System (ESMS). An ESMS is a process with procedures that will allow SWM to operate legally, safely, and efficiently while reducing the environmental impacts of our activities. All contractors and vendors are required to comply with the ESMS and Environmental Policy. As part of the ESMS SWM has identified the following Significant Environment Aspects:

- Potential Spills
- Fire Hazards
- Air Emissions

Contractors and vendors must ensure that their activities do not negatively affect the Significant Environmental Aspects.

All contractors and vendors are required to adhere to the following safety rules and requirements:

GENERAL SAFETY RULES

- Restricted Access – Contractors and vendors shall stay within the designated areas.
- Smoking – Smoking is prohibited in building and within 25 feet of windows and doors.
- Eye and Hearing Protection – Eye and hearing protection is required in designated areas.
- Accidents, near misses, and first aid – Contractors, truck drivers and visitors are required to report all accidents, near misses, and first aid incidents to City employees.
- Drugs and Alcohol – Alcoholic beverages and illicit drugs are prohibited on City property.
- Guns – Contractors are prohibited from carrying guns on City property.
- Emergency Procedures – Follow directions announced by City staff. To report a fire or emergency, contact any SWM employee.
- Vehicle Safety – Be aware and cautious of vehicle and pedestrian traffic.

CONTRACTOR REQUIREMENTS

Contractors are expected to understand and comply with all general federal, state, and local safety regulations and specific work practices applicable to the immediate project. These include, but are not limited to:

- Storage, handling and use of flammable liquids and hazardous materials.
- Periodic safety inspections and housekeeping.
- Use of all protection, if applicable.
- Following electrical safety practices and lock out/tag out procedures.
- Proper use of PPE.
- Proper maintenance and use of ladders and other equipment, if applicable.
- Contractors are responsible for removing and proper disposal of any hazardous materials or hazardous wastes utilized or generated while onsite at SWM.
- Contractors must notify the PM immediately of any leaks or spills.
- Requirements outlined in the signed contract or agreement to perform the contracted work.

Agreements acknowledging you have read and understood this information must be signed prior to starting work. It is the responsibility of the contracting company to ensure anyone working for or on their behalf adhere to these requirements Contractor/Vendor Acknowledgment and



Contractor and Vendor Environmental and Sustainability Management System Information Sheet

Agreement

Company Name: _____

The undersigned hereby acknowledges receiving the contractor/vendor informational materials for the City of Tacoma, Recovery and Transfer Center, Environment and Sustainability Management System (ESMS). We further acknowledge having the responsibility to provide the training to all personnel who will be working on the property. We further agree to abide by all environmental regulations and policies whenever on the property. Sign-in sheets will be maintained as evidence that the ESMS training has been conducted and will be made available upon request. The Project Manager, primary city staff contact for the contract, or designee will communicate applicable changes to the ESMS to my company. Refraining of affected individuals will be conducted, as needed.

Contractor/Vendor Training Acknowledgment

Primary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Secondary Company Contact: _____

Title: _____

Phone: _____ Fax: _____

Email: _____

Signature Date

For questions or additional information contact the designated contact as outlined in the contract.

P A R T I I I

**STATE PREVAILING WAGE RATES AND GENERAL
INFORMATON**

PREVAILING WAGE RATES

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

The project site is located in Pierce County.

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

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

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

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

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

REQUIRED DOCUMENTS

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

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

PART IV

INSURANCE REQUIREMENTS



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

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 Pollution Liability Insurance

Contractor shall maintain a Pollution Liability or Environmental Liability Insurance providing coverage, including investigation and defense costs, for bodily injury and property damage, including loss of use of damaged property or of property that has been physically damaged or destroyed.

Such coverage shall provide both on-site and off-site cleanup costs and cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) aggregate.

This policy shall include Environmental Resource Damage coverage and Hazardous Substance Removal. If such coverage is provided on a "claims-made" basis, the following additional conditions must be met:

4.5.1 The policy must contain no retroactive date, or the retroactive date must precede the commencement date of this Contract.

4.5.2 The extended reporting period (tail) must be purchased to cover a minimum of Six (6) years beyond completion of work.

4.6 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

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.

PART V

**EQUITY IN CONTRACTING
TACOMA MUNICIPAL CODE**

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

5%

Women Business
Enterprise Requirement

0%

Small Business Enterprise
Requirement

3%

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: ES20-0230F
Date of Record: 9/10/2020

*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

Application for Waiver of EIC Requirements

Section 1: Basic Information			
Contractor's Name:		EIC Requirements	
Street Address:		MBE %	WBE %
City, State, ZIP Code:		SBE %	
Contact E-mail Address:			
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.