



**PORT OF TACOMA**  
**Request for Proposal**  
**No. 069795**  
**JANITORIAL SERVICES**

Issued by  
 Port of Tacoma  
 One Sitcum Plaza  
 P.O. Box 1837  
 Tacoma, WA 98401-1837

<b>RFP INFORMATION</b>	
Contact:	Sharon Rothwell
Email Addresses:	<a href="mailto:procurement@portoftacoma.com">procurement@portoftacoma.com</a>
<b>Mandatory Pre-Proposal and Site Visit</b>	<p><b>Location:</b> Fabulich Center, 3600 Port of Tacoma Road, Tacoma WA 98421</p> <p><b>Date:</b> December 12, 2013</p> <p><b>Time:</b> 1:30 PM (PST)</p> <p><b>RSVP is required 36 hours in advance of Pre-Proposal Site Visit. You will need to provide the name of the person attending. Due to security requirements, all attendees must show picture identification prior to obtaining their visitor badge.</b></p>
Phone:	(253)592-6758
Deadline for Questions	<b>DECEMBER 23, 2013</b>
Proposal Due Date	<b>JANUARY 16, 2014 @ 2:30 PM (PST)</b>

PLEASE SUBMIT ALL CORRESPONDENCE AND PROPOSALS  
 VIA E-MAIL DIRECTLY TO THE PROCUREMENT CONTACT LISTED ABOVE AND INCLUDE  
 'JANITORIAL SERVICES' IN THE SUBJECT LINE

**PORT OF TACOMA**  
**Request for Proposal #069795**  
**Janitorial Services**

**1. BACKGROUND AND PURPOSE**

This solicitation is for performance-based Janitorial Services for multiple port facilities. The types of buildings include a low rise office buildings, small guard houses and industrial type facilities. Building occupants comprise both Port employees and tenants. The current expiring task and frequency janitorial contract has an annual spend of over \$100,000.00 per year.

The janitorial services will both satisfy the business needs of the Port and deliver best value. Additionally, the Port expects Contractors to play a role in assisting the Port meet environmental goals, maximize efficiencies, and reduce costs where possible. Overall the Port's objectives are to have building spaces clean, sanitary and fully usable for their intended purpose. The Port seeks to provide office facilities with a pleasing environment for staff and tenants, and create a welcoming image to visitors. The Port further seeks to provide clean, sanitary, functional, and safe terminal and industrial facilities. The Port seeks Janitorial Contractors which employ the latest technologies and work methods to continuously improve the service quality while maintaining or reducing costs.

The outcome of this RFP will performance-based contract, where the Port is buying a cleaning strategy that combines expected results and a working relationship. The foundation of a performance-based relationship is mutually shared consequences and accountability. Measurement of the performance and constant improvement of both the Port's and the Contractor's systems are the common focus. For this contract the Contractor bids services against results, rather than task and frequencies. The Contractor is free to adjust the cleaning operation as they deem necessary to accomplish the mission. The resulting contract will be fixed fee plus a percentage depending the contractor's ability to exceed agree upon performance standards.

This contract will encompass the Port's core values:

- Integrity
- Customer Focus
- Teamwork
- Courage
- Competitive Spirit
- Sustainability

To learn more about the Port of Tacoma, visit [www.portoftacoma.com](http://www.portoftacoma.com).

**Single Award**

With this solicitation, the Port intends to award one contract and does not anticipate multiple awards. Regardless, the Port reserves the right to make multiple or partial awards.

### **Contract Term**

The resulting Contract will be for five (5) years with an option to extend for an additional two, 2 years.

## **2. SOLICITATION OBJECTIVES**

The Port expects to achieve the following outcomes through a new contract.

- To focus the contract on results versus process;
- The contract improves quality by tying results to compensation;
- To increase contract accountability;
- For the Port's quality assurance role to be one of insight versus oversight;
- Clean, healthy and safe working environment for building occupants and visitors of Port owned and leased facilities;
- Contain and reduce the expenditures for Port Supplied products;
- Obtain a skilled Janitorial Service partner with a strong record of performance and experience, so that the Port is assured to get dependable, responsive and expert cleaning services;
- Implement procedures and products that contribute to healthy surroundings for building occupants and cleaning staff and minimize the impact of cleaning operations on the environment.
- Timely reports on facility maintenance and repair issues;
- Accurate and timely invoicing;
- To get the best people, with the best processes, from the best partner, at the best price; and
- The Port recognizes "clean" is a subjective term by nature and it is the character and quality of a janitorial service provider that is responsible for delivering results. To that end, the Port endeavors to collaborate with the most conscientious janitorial service provider who is committed and capable of collaborating with the Port in fulfilling these objectives.

## **3. MINIMUM QUALIFICATIONS**

The following are minimum qualifications and licensing requirements that the Contractor must meet in order to be eligible to submit a bid. Responses must clearly show compliance to these minimum qualifications. The Port reserves the right, but is not obligated, to obtain clarification from the Contractor if compliance to the minimum qualifications is not clear in the Contractor's response. The Port without further consideration shall reject those that are not clearly responsive to these minimum qualifications:

- Contractor shall have a minimum of three (3) years' experience in providing cleaning services in similar office and industrial facilities;

- Contractor shall have successfully performed at least two contracts of a similar scope with a public or private agency; and
- Qualifications of Supervisor: All on site representative personnel engaged in directing the work to be accomplished under this contract shall possess at least 3 years of recent (within the last 5 years) experience in directing cleaning operations in facilities similar in size of the buildings to be cleaned under this contract.

**4. LICENSING and FEES**

This solicitation and resultant contract may require additional licensing as listed below. The Contractor needs to meet all licensing requirements that apply to their business immediately after contract award or the Port may reject the Contractor.

Companies must license, report and pay revenue taxes for the Washington State business License (UBI#), if the required by the laws of the State of Washington. The Contractor should carefully consider those costs prior to submitting their offer, as the Port will not separately pay or reimburse those costs to the Contractor.

**State Business Licensing**

You must have a State of Washington business license (a State “Unified Business Identifier” known as UBI #) prior to signing the contract. If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the Port. The cost for any licenses, permits, and associated tax payments is the responsibility of the Contractor and not charged separately to the Port. Instructions and applications are at <http://www.dol.wa.gov/business/> .

**Fees/Licenses**

The Contractor shall pay for and maintain any licenses, fees, assessments, permits charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

**Constraints**

The Contractor shall comply with all special security, safety, and privacy requirements related to work at the Port of Tacoma.

**Port Holidays**

New Year's Day	Veterans Day
Martin Luther King Day	Thanksgiving Day
Presidents' Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

## 5. STATEMENT OF WORK

### A. Scope of Work (SOW)

This RFP represents a departure from the traditional statement of work (SOW). The work requirements in this contract are, in most instances, expressed as performance results rather than as work tasks. Results are specified as broad overall contract objectives and as outcomes for categories of work. The Port of Tacoma is providing significantly less specification detail and fewer limits on work and management processes. In response to this RFP, Contractors shall propose approaches, methods and technologies and develop the procedures and schedules to perform the work in a statement of work (SOW) that will achieve the required results.

The Contractor shall provide all management, customer service, labor, materials, equipment, and supplies necessary to provide clean buildings and work environments in a responsible, safe, cost efficient, and environmentally friendly manner.

Contractor shall perform services in accordance with the most stringent of all federal, state, and local codes and regulations. In addition, the Contractor shall follow all applicable standard industry practices.

If the Contractor intends to sub-contract any of the work out, the Subcontractor(s) shall be identified in the proposal.

The Contractor is responsible for general cleaning of restrooms, offices, cubicles, carpet spot and restorative cleaning, vacuuming, kitchen, locker room, window/glass cleaning, and non-recurring cleaning for but not limited to the Administration Building, Fabulich Center, Recreation Center, Maintenance facility, Customer Service, EB-1 Gate House, Main Gate House, and Blair Gate House. See exhibits 1-12 for building details and floor plans.

**B. Supplies, Materials and Equipment:** The Contractor shall furnish all supplies, materials, equipment, employee training necessary for the performance of the work of this contract unless specified herein.

- 1) Supplies and Materials shall be of a quality and type customarily utilized in the janitorial industry and. Green Seal Products: Green Seal or Eco Logo Cleaning Products: Contractor shall use Green Seal, Eco Logo or other certified cleaning products approved by the Port. In performance of all cleaning and janitorial work to protect the health, safety, wellness of workers and Port employees, as well as ensure environmentally sustainable practices the Contractor shall provide a list for each cleaning product you will use, and the product Certification (Green Seal, Eco Logo, or other). Environmental Standards: Unless notified otherwise by the Contractor, products bid will be compliant to USEPA Standards, unless specified otherwise herein. See USEPA Standards at: <http://www.epa.gov/epaoswer/non-hw/procure/index.htm> .

- 2) The Port will provide all batteries for dispensers, paper, waste can liners, and soap products to the Contractor for replenishment in restrooms, locker rooms, offices, cubicles, and kitchens. The Contractor will establish and maintain the Port's inventory, order, and stock Port building janitorial storage locations with Port provided supplies to ensure continuous operations. Contractor will order supplies from a port specified supplier. Orders to be approved by the Property Manager.
- 3) Equipment must be properly guarded and meet all applicable OSHA standards. Equipment will only be used for its intended purpose.
- 4) The Port requires that vacuums will meet or exceed Carpet and Rug Institute (CRI) requirements for efficiency and have a HEPA or high – filtration system to maintain indoor air quality see <http://www.carpet-rug.org/commercial-customers/cleaning-and-maintenance/seal-of-approval-products/> .
- 5) The Contractor is responsible to ensure a means of communication with the Port Property Manager 24/7.
- 6) The Contractor shall require all on site employees to wear distinctive uniform clothing for ready identification while on duty. For new or replacement employees this requirement applies 5 working days from the date the employee enters on duty.

### **C. Qualifications and Training of Contractor Personnel**

- 1) Qualifications of Personnel: The Contractor shall employ fully qualified and trained personnel who are legally authorized to work in Washington State and the United States. All Contractor personnel shall be trained and skilled in the work they will perform and in operating the necessary equipment. All Contractor personnel shall be familiar with the building fire alarm and security system procedures.
- 2) Transportation Worker Identification Credential (TWIC). The requested services may require the awarded Contractor to work within a secured/restricted TWIC regulated terminal. TWIC is a credentialing program managed by the Department of Homeland Security (DHS), through the United States Coast Guard and the Transportation Security Administration. All credentialed merchant mariners and individuals who will need unescorted access to secure areas of a maritime regulated facility or vessel must obtain a TWIC. For more information on TWIC, visit [www.tsa.gov/twic](http://www.tsa.gov/twic).

The awarded Contractor shall have a minimum of one TWIC compliant employee trained as an escort for every five workers not possessing TWIC cards working on a secured or restricted site. Each escort will be required to receive Terminal Operator provided escort training. All associated fees for obtaining a TWIC card are to be borne by the Contractor.

- 3) The Contractor shall have a criminal background check for each employee working on the contract. Evidence of the background check(s) shall be on file with the Contractor for each employee. The Contractor will produce evidence of the background check(s) upon the request by the Port.
- 4) Qualifications of Supervisors: Supervisory personnel shall have experience-training employees in the type of work they are supervising, strong communication skills, and prior experience in project management and customer service. (This requirement applies to both new and replacement supervisors). The resume will contain, but is not limited to:
  - a) The full name of the proposed supervisor;
  - b) A detailed description of the previous 5 years employment history of the proposed supervisor; and
  - c) The names and addresses of the companies for whom the proposed on-site representative worked for the past 5 years, along with the names and contact information of his/her immediate supervisor.

**D. Contractor's Responsibilities:**

- 1) To keep current with effective industry practices and incorporates those practices into the performance of this contract through continuous employee training and development;
- 2) Positive interaction with tenants and Port employees;
- 3) All Contractor employees shall be in distinctive uniform, display proper grooming and courtesy in day-to-day contact with building occupants and visitors; and
- 4) The on-site supervisor will be required to attend an orientation conducted by the Property Manager. This will include a briefing about the agency's function and a tour of all building facilities covered by the contract. It will also familiarize contract employees with key client agency personnel and areas of the building requiring unique attention.
- 5) Contractor Owned Equipment: The Port will not be responsible for losses of the contractor's supplies, tools or equipment. Lockable storage space shall be provided for a reasonable amount of supplies and equipment to be utilized in the performance of this

contract. Contractor must supply communication devices, radios, cell phones, etc.

- 6) **Damage Reports:** The Contractor shall be responsible for all damages caused by the Contractor's employees or equipment. In all instances where Port property or equipment are damaged by Contractor's employees or equipment, the Contractor shall submit to the Property Manager, or his designee, a full report of the facts and extent of such damage verbally within one hour and in writing within 24 hours of occurrence. Damage caused by others shall be reported to the Property Manager and security.
- 7) **Accident Reports.** The Contractor shall comply with OSHA and other regulatory agency requirements, and Port requirements for record keeping and reporting of all accidents resulting in death, trauma, occupational illness or injury. The Contractor shall provide a verbal report to the Property Manager and Security, or his designee, within one hour of occurrence and a written follow up report within 24 hours of occurrence. Property Manager, or his designee, who will report the condition to the appropriate Port Authority.
- 8) **Material Safety Data Sheets (MSDS) soon to be known as Safety Data Sheets (SDS) under the Global Hazard System (GHS).** The Contractor shall obtain MSDS/SDS for all materials and supplies to be brought on site, as required by Federal, State and local policies and regulations. The Contractor shall submit copies to the Contract Administrator of MSDS/SDS for all hazardous materials prior to bringing the materials on site. The Contractor shall provide to the Property Manager an inventory of all hazardous materials brought onto Port property. No hazardous material shall be brought on site without prior approval by the Property Manager.
- 9) The Contractor must ensure employees working on this contract have documented Hazmat and Blood- borne pathogen training.

#### **E. Scheduling Work**

- 1) Accomplish all janitorial services in accordance with contract specifications.
- 2) Coordinate schedule of services with the Property Manager.
- 3) See Exhibits 1-12 for each building's specific characteristics.
- 4) In the event of a fire, flood, war, strike, terrorism, or other events beyond the control of the Contractor and the Port of Tacoma, the Contractor shall be responsible for providing a minimum level of service unless conditions make it impossible.

## **F. Quality Control**

Contractor shall establish, implement and maintain a proactive quality management program. The Contractor's Quality Management Plan shall reflect and incorporate both quality control processes and quality assurance practices described in the technical proposal. The Contractor shall implement a quality control program to meet or exceed the performance standards in this contract. The Contractor's plan shall describe how the Contractor will utilize its quality control to optimize performance and customer service. The plan will address the following:

- Quality control system;
- Responsible person(s);
- Methods and frequencies of inspections; and
- Follow-up procedures, early recognition and correction of deficiencies;

## **G. Communication Requirements**

The Contractor and/ or to include the Lead on Site Contract Employee and any major sub-contractor, if any shall attend the following meetings whose purpose is to discuss a broad range of contractual and performance issues:

- 1) Quality Control Meetings: Hold meetings between the Contractor and the Property Manager on a monthly basis.
- 2) Partnering Meeting: The Contractor is required to attend at least one partnering session with Contracts and Purchasing after the Post-Award conference. Other sessions may take place during the course of the contract at the option of either Contracts & Purchasing or the Contractor, if it appears that a breakdown in communication has occurred. Both parties will revisit the idea of having a partnering session on the anniversary date of the contract.

## **H. Janitorial Work- Performance Requirements**

- 1) Carpeting: Carpeted surfaces shall be free of obvious dirt, dust, and other debris & residual matter. Any movable objects (chairs, waste receptacles, tables, wheeled tables, walk off mats, typing stands, boxes, etc.) are to be returned to original location. Carpet spot and spill removal. (There shall be no evidence of fuzzing caused by harsh rubbing or brushing. Cleaned spots should blend with adjacent areas of carpet).
- 2) Restorative carpet cleaning to remove residues and trapped soils to ensure a there is no soil buildup or dullness of the carpet. Carpets

should be dry within 12 hours or less to protect against mold and mildew.

- 3) Surfaces: There shall be no obvious signs of dust, spots, streaks, water marks on any surface to include conference room white boards. Completely dust all fixtures, ledges, edges, shelves, exposed pipes partitions, door frames, tops of file cabinets, etc. Areas not cleared by office occupant are not to be dusted.
- 4) Elevators: All cars shall be free of dust, dirt and any other foreign matter. Metal surfaces are to have a polished uniform appearance.
- 5) Entryway Areas: Police, sweep and wash exterior entries, as necessary to maintain a clean and litter free environment. There shall be no discarded materials present. Entryways Doors: are to be clean and free of hand and finger prints, smudges, dirt, tape and other debris.
- 6) Fixtures and bright metal surfaces: Fixtures shall be clean and bright, free of streaks, disinfected and dried. There shall be no obvious dust, trash, dirt, stains, or encrustation. Keep water fountains clean and debris free. Keep metal surfaces polished.
- 7) Floors and Thresholds: Maintain and clean floor surfaces (hard surface floors) and baseboards, so they are free of marks, dirt, and other foreign matter. Maintain all resilient and hard floor areas so they are clean, disinfected, and have a uniform appearance without unsightly finish buildup on floor, baseboard, or walls.
- 8) Upholstered Furniture is to be free of dust, debris, spots, and stains. There shall be no evidence of fuzzing caused by harsh rubbing or brushing.
- 9) Standing Art Work: Is not included in this contract.
- 10) Stone Garden Walls: Maintain garden walls free of dust, litter, debris, and spots.
- 11) Kitchens, kitchenettes, and break rooms: sinks, counters, and appliances are to be disinfected, free of spots, debris, and dirty dishes. Appliances such as microwaves are to be free of old food product. Refrigerators are to be clean ( no spills, spots, debris, and odor free). Resupply dispensers.
- 12) Restrooms, locker rooms, and showers: All surfaces and fixtures are to be cleaned and disinfected. Resupply dispensers

- 13) Drinking Fountains: Thoroughly clean and disinfect entire exterior surface. Stainless steel should be free of marks, streaks, and water spots.
- 14) Clean and Disinfect Walls, Doors, Partitions and Handrails: Thoroughly clean all walls (including switch and plug covers), doors (including entrance doors inside and outside), partitions and handrails.
- 15) Glass/Mirrors/Windows: Clean all glass, mirrors, interior and external surfaces of lobby/entry glass, interior, and exterior surface of exterior doors, so it is free of dust, smudges, handprints, soil substances, streaks, window frames, window tracts, and spots.
- 16) High Cleaning: All cubicle walls, overhead cabinets, file cabinets; tall desk storage cabinets are to be free of dust and spots.
- 17) Clean Air Bars and Vents: Vacuum excess dust and dirt from air bars.
- 18) Landings, stairways, railings, risers, ledges, grills, doors, radiators, loading areas, garage, and ramps: Surfaces (horizontal and vertical) shall be free of dirt, dust, debris and other foreign substances and shall present an overall appearance of cleanliness.
- 19) Solid Waste and Recyclable Materials: Collect all recycle and waste materials and place in their respective collection containers. Waste and recycle material should not accumulate in individual receptacles. The collection area for the waste and recycle materials shall be maintained free of debris and the collection container shall not be allowed to overflow. See Exhibits 1-8 for more building specific detail.
- 20) Re-Stock Restroom, Kitchen and other dispensers: Stock and replenish all dispensers (to include batteries as required). Clean towel, soap dispensers, sanitary products and vanities.
- 21) Miscellaneous Responsibilities:
  - a) Light only in areas where you are performing work;
  - b) Report maintenance issues to the Property Manager;
  - c) Return office chairs waste and recycling receptacles to intended position(s);
  - d) Turn in lost and found articles to Port Security;

- e) Notify Port Security of any suspicious person(s) and suspicious packages seen on the premises; and
- f) Hazardous Conditions: Conditions that may be questionable or deemed Hazardous (i.e., such as burned out lights, loose railings, ceiling tiles, exposed wiring, broken windows, etc.) must be reported by janitorial staff to Property Manager verbally followed by written notification to the Property Manager with date and location of observation and other pertinent details.

## 22) Non- Recurring Services

In addition to the routine services specified in this RFP the Port occasionally has the need for a non-recurring janitorial service. Non-recurring service requests are billed separately. General Requirements. Non-recurring service is basically a task order and is the method by which the Contractor shall perform additional custodial related services when the work is not included in the firm fixed price portion of the contract. A negotiated fixed-price will be agreed to for each non-recurring task order based on prices in the Pricing Schedule for non-recurring work and in accordance with the procedures specified in this section. Contractors must address management and performance of non-recurring tasks in their proposed statement of work (SOW).

The following custodial services are examples of work that may be ordered through an non-recurring task order, if not included in the base (fixed pricing work):

- General cleaning for facilities not specifically mentioned in this RFP;
- Carpet restoration/Cleaning; and
- Interior Glass and window cleaning.

Pricing Non-recurring work in the contract shall be priced using fixed unit prices for defined work tasks and fixed labor rates for work that is not covered by unit priced tasks. The task unit price shall include all direct and indirect costs including labor (Washington prevailing wages), material, tools and equipment, overhead, general and administrative expenses (G&A) and profit, necessary to perform a unit of the service. The labor rates shall include all costs to provide an hour of the specified craft including material, benefits and payroll taxes and assessments, and all overhead, G&A and profit.

### **I. Contractor Supplied Products**

The Contractor shall supply all cleaning products, materials, sanitary products, and Equipment required in the performance of this contract.

Maintain all cleaning equipment in good working order and to use the equipment for its intended purpose. All cleaning products are to meet the specifications set forth in this RFP.

### **Performance Metrics and Incentives**

When performance exceeds the agreed upon standard, the Port will incent up to 10% of the monthly payment and add it to the monthly remittance.

### **Performance Assessment Plan**

The Port will survey building evaluators monthly and that information along with input from the Facility Manager will be used to determine the contractor performance.

### **Remedies for Non – Conforming Service**

The Contractor may have the opportunity to correct nonconforming services at no additional cost to the Port by re-performing the work. Under particular circumstances reductions in price may be appropriate to address less than satisfactory performance. The bottom line is that the Port should not pay for services that do not conform, do not meet performance standards, or have not been properly rendered.

### **Right to Cancel**

The Port reserves the right to cancel or reissue all or part of this Solicitation at any time, as allowed by law, without obligation or liability.

### **Expansion Clause**

Expansion of scope of this contract may occur when in the opinion of the Port Contracts and Purchasing Department the circumstances meet the following criteria:

- a) It could not be separately bid;
- b) The change is for a reasonable purpose;
- c) The change was not reasonably known to either the Port or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law);
- d) The change is not significant enough to reasonably regard it as an independent body of work;
- e) The change could not have attracted a different field of competition; and
- f) And the change does not vary the essential identity or main purpose of the contract.

Agreement to such a contract modification must be mutual. Only the Port Contracts and Purchasing department has the authority make such agreements on behalf of the Port. No other Port department has the authority to make such written notices. Written formal notices will document all expansions.

The Port Purchasing shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required in the opinion of the Port purchasing manager.

Note that certain changes are not considered an expansion of scope, including an increase in quantities ordered, the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. Approval of such changes will be by written order issued by the Procurement Coordinator.

### **Trial Period and Right to Award to Next Highest Scoring Contractor**

The resulting contract will have a ninety-day (90) trial period. During the trial period, the Contractor(s) must perform in accordance with all terms and conditions of the contract. Failure to perform during this trial period may result in the immediate cancellation of the contract. In the event of dispute or discrepancy as to the acceptability of product or service, the Port's decision shall prevail. The Port agrees to pay only for authorized work up to the date of termination. If termination of the contract occurs within the trial period, the Port reserves the option to award the contract to the next highest responsive Contractor by mutual agreement with such Contractor. Any new award will be for the remainder of the contract and will be subject to this trial period.

### **Non-Disclosure Agreement**

Through the course of performing the janitorial services, personnel may encounter sensitive information and the successful Contractor will be required to sign the attached Non-Disclosure Agreement (NDA) at Attachment E.

### **Protection of Confidential and Personal Information**

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Primary Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.52.050 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Primary Contract. To release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Primary Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who are signatories of the Port's nondisclosure agreement. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information. "Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Primary Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a “covered entity” under HIPAA, and that (2) Contractor will perform “business associate” services and activities covered under HIPAA, then at Purchaser’s request, Contractor agrees to execute Purchaser’s business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell, or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Primary Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Port of Tacoma and the Purchaser for any damages related to both: (1) the Contractor’s unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor’s failure to protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Primary Contract; the purpose(s) documenting the receipt, maintenance, use, and final disposition Contractor’s records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Primary Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Primary Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Primary Contract, Contractor shall, at Purchaser’s option:

- a) Certify to Purchaser that Contractor has destroyed all Confidential Information; or
- b) Return all Confidential Information to Purchaser; or
- c) Take whatever other steps Purchaser requires of Contractor to protect Purchaser’s Confidential Information.

### **Site Security and Safety**

While on Port’s premises, Contractor, its agents, employees, or Subcontractors shall follow with all physical, fire, safety or other security regulations. This includes the Failure to comply with any part of facility security or confidentiality is a violation of the contract specifications, terms, and conditions and may result in termination of the Contract. Unless the Port specifies otherwise in the Contract, the following shall apply:

### **Safety Requirements**

**Personnel:** All personnel working in the terminal areas are required to wear a safety vest and carry a cell phone or two-way radio.

**Traffic:** The maximum speed limit on Port owned roads is 25 MPH and 10 MPH in terminal areas. Contractors shall comply with posted speed limits and traffic control devices (signage, speed bumps, etc.). Contractors are to proceed on Port property so as not to interrupt normal Port operations. This will mean yielding the right of way to cargo handling equipment and to any vehicle approaching from the opposite direction, which is within a narrow roadway or so close thereto as to constitute a hazard. Contractor vehicles accessing terminal areas will be equipped with and use top mounted caution lights.

**Intermodal Rail Yards:** Generally, access to intermodal rail yards is restricted to container handling operations. Yards are not to be accessed without prior authorization from the respective Operations departments. Washington United Terminal (WUT) intermodal yard, Pierce County Terminal (PCT)' intermodal yard and Port of Tacoma (POT) North intermodal yard utilize a red and blue light system that indicates locomotive and rail car activity within the affected rail yard.

- **Security Plans**

Contractor is to adhere to the Port security plans. Before performance of contract work, the Contractor must contact the Port contract administrator and receive a security briefing and instructions. Be advised that the Port may on occasion utilize video surveillance to monitor all activities within the facility. Contractors shall provide up-to-date employee information to include name, address, and driver's license prior to receiving facility access.

- **Identification**

All Work Contractor employees must have visible company identification while performing work on Port premises. Any Contractor employee needing access to the facility may be required to have identification that is equal to that required for employment at the site/facility. Background checks or clearances may also be required, depending on the site. (See TWIC requirements Section C, 2, page 6)

The Contractor is responsible for the security of the facility during the performance of all Work Contract services and shall ensure facility entryways remain secure. Secure all doors upon Contractor's departure from the facility.

- **Keys**

The Contractor shall not reproduce keys nor disseminate of access codes to Port facilities. The Contractor will be responsible to obtain any keys provided to employees who terminate employment with Contractor. The Property Manager shall issue additional keys as needed. The Contractor shall account for, keep safe all Keys, and access codes. The Contractor shall return all extra or unused keys to the Property Manager. The Contractor shall be financially responsible for any damage and loss due to misappropriation, loss of agency keys, and compromise of access codes. In those cases, the Contractor may also be responsible for, but not limited to, all costs incurred,

including re-keying of all locks, re-configuring electronic access systems, and reissuing new keys.

- **False Security Alarms:**

The Property Manager or his/her designee will brief the Contractor on operation of any alarm system (police and/or fire), to stop false alarms from occurring. If an employee of the Contractor, by his/her actions or omissions causes a false alarm to occur, which results in a charge for the false alarm, the Contractor shall be liable for those charges, and the agency will generate an invoice to the Contractor for those charges. The agency reserves the right to hold in payment for services until the Contractor pays the false alarm charge.

### **Invoicing**

Invoices are to include the contract number and detail the services performed each month by location. Submit one invoice for all facilities except for non-reoccurring work, which will be separately invoiced. Submit invoices electronically to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com).

### **Schedule, Orders, Delivery**

#### **Schedule**

The Contractor shall submit for approval a schedule for the performance of the work and shall coordinate with the Property Manager.

#### **Price Protection**

For the term of the Contract, pricing for all Services will be no greater than the prices quoted in the Contractor's Bid. If, however, during any term of the Contract lower prices and rates become effective for like quantities of Services under similar terms and conditions, through reduction in Contractor's list prices, promotional discounts, or other circumstances, Purchasers must be given immediate benefit of such lower prices and rates.

#### **No Additional Charges**

Unless otherwise specified in the Solicitation, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

#### **Price Adjustments**

At least 45 calendar days before the end of the current term of this Contract, Contractor may propose rate increases by written notice to the Purchasing Contract Administrator. The Contracts and Purchasing Contract Administrator may consider price adjustments, when determining whether to extend this Contract. The Contractor shall provide a

detailed breakdown of their costs upon request. Price increases will be based on the CPI index as detailed in the sample contract (See Attachment F).

Consideration of the Contractor's requests for adjustments in pricing will be at the sole discretion of the Purchasing, only after expiration of the firm and fixed price period, and then on a pass through basis only that does not produce a higher profit margin for Contractor than that established by the original contract pricing.

All price increases must have supporting documentation sufficient to justify the requested increase. Base documentation on published indices such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant of any price adjustment will be at the sole discretion of Purchasing and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor will receive written approval from the Contract Administrator of any price adjustment and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments shall remain unchanged for at least one year thereafter.

The Port will not be bound by invoice prices that are higher than those in the contract, unless Purchasing has accepted the higher price and the amended the contract. The Contractor will correct any incorrect invoice pricing.

#### **Subcontracts and Assignment**

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of 30 calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the Port of Tacoma for any breach in the performance of the Contractor's duties.

#### **Contractor Authority and Infringement**

Contractor has authorization to sell under this Contract, only those services stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the Contract authority to sell any other materials, supplies, services, and/or equipment. Further, Contractor may not intentionally infringe on other established Port Contracts.

#### **Preparing Offer Forms with consideration of Prevailing Wages**

If State of Washington prevailing wage rates apply to this contract work, the Offer submitted must clearly show the intent of the Contractor to pay prevailing wages. The Procurement Coordinator will consider whether pricing of the Offer is sufficient to clearly support payment of prevailing wages, and may seek clarification and/or reject the Offer accordingly. (Note that your Offer should be sufficient to pay prevailing wages, as well as any Contractor costs associated with filing of Intents and Affidavits, including filing of

one Intent for the contract or multiple Intents during the life of the contract as required by the Department of Labor & Industries).

### **Prevailing Wage Requirements**

- a) If this contract has a category of work subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented, Contractor shall be responsible for compliance by the Contractor and all Subcontractors.
- b) Filing Your Intent: The awarded Contractor and all Subcontractors shall file Intent to Pay Prevailing Wage Form(s) concurrent with contract execution and as otherwise required by L&I. The Contractor works directly with L&I to receive an acceptable and approved Intent concurrent with contract execution, and/or multiple intents as required by L&I, which will comply with L&I filing and approval requirements.
  - To do so, the Contractor and any Subcontractors will require a Contract Number and Start Date. The contract administrator will provide this information;
  - The Contractor shall promptly submit the Intent to the Department of Labor & Industries (L&I) for approval;
  - The Contractor also shall require any Subcontractor to file an Intent with L&I;L&I website: <http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.
  - If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Contract administrator; and
  - The Contractor shall notify the Contract administrator of the filing of Intents by both the Contractor and all subs.
- c) Contractor and any Subcontractor shall not pay any laborer, worker, or mechanic less than the prevailing hourly wage rates that are in effect at the time of bid opening, for the worker classifications under Washington State Prevailing Wages for the County where the work is performed.
- d) Employment of Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may receive wages lower than the Washington State prevailing wages. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
- e) In certain situations, filing an Intent is required but the wages may be exempt. The Contractor may indicate that they qualify for an exemption to wages for the following:

- Sole Proprietors, Partners and their spouse;
  - Any partner who owns at least 30% of a partnership;
  - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation;
  - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- f) Prevailing Wage rates in effect are in Attachment H. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
- g) It is the sole responsibility of the Contractor to assign the appropriate classification and associated wage rates to all laborers, workers, or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- h) With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any Subcontractors.
- i) Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before the Port can pay the final invoice. The Port may withhold payment on any invoice due the Contractor until the approved affidavit is received.
- j) The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.
- k) The Contractor shall notify the Contract administrator and provide a copy of the Affidavit(s).
- l) For jobs above \$10,000, Contractor is required to post for employees' inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
- m) In the event any dispute arises as to what the prevailing wages are for this Contract, and the parties involved cannot solve the dispute, the matter shall

be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive, and binding on all parties. If the dispute involves a federal prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive, and binding on all parties.

**Prevailing Wage rate changes for Service Contracts greater than one year in duration:**

- a) This provision only applies to service contracts that continue beyond a single year in duration, including building maintenance contracts (janitorial service Contractors and work performed by janitors, waxers, shampooers, and window cleaners) and other multi-year service contracts where prevailing wages are required.
- b) Contractor and any Subcontractor must pay at least the prevailing wage rates that were in effect at time of bid/response throughout the duration of the contract.
- c) Each contract anniversary thereafter, Contractor and any Subcontractors shall review the then current Prevailing Wage Rates. The Contractor shall increase wages paid if required to meet no less than the current prevailing wage rates for those positions that are covered by such wage rates, in effect at the time of the contract anniversary.
- d) Any price or rate increases made as a result of a change in the prevailing wages will be compensated by the Port on a pass through basis if the Contractor requests a price increase in accordance with the price increase request requirements provided elsewhere in this contract. The Contractor must follow the contract instructions for pricing increases, by notifying the Contract administrator at least 45 days prior to the contract anniversary date of any resulting price increase and clearly documenting the increase.

**JANITORIAL SERVICES—PREVAILING WAGE EXCEPTIONS**

There are four circumstances in which a wage that is less than the journey level prevailing wage may be paid:

- a) Sole Proprietors, Partners and Officer/Owners (WAC 296-127-026)
- b) Apprentices (RCW 39.12.021)
- c) Vocationally Handicapped (RCW 39.12.022 and WAC 296-127-400 through 460)
- d) Public Employees (WAC 296-127-026) For purposes of this RFP a Contractor that submits pricing below the Prevailing Wage shall submit documentation that their firm meets the criteria to be exempt from paying Prevailing Wage.

## **6. PAYMENT**

### **Prohibition on Advance Payments**

The Port does not accept requests for early payment, down payment or partial payment, unless the Bid or Proposal Submittal specifically allows such pre-payment proposals or alternates within the bid process.

### **Taxes on Invoice**

Contractor shall calculate and enter the appropriate state and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with Chapter 458- 296-127-02620-247 WAC.

### **Identification**

All invoices, correspondence, and other written materials associated with this Contract shall be identified by the Contract number or the applicable Purchaser's order number.

## **7. INSTRUCTIONS, INFORMATION, AND COMMUNICATION**

This chapter details Port procedures for directing the RFP process. The Port reserves the right in its sole discretion to reject the proposal of any Contractor that fails to comply with any procedure in this chapter.

### **Communications with the Port**

Direct all Contractor communications concerning this solicitation to the Procurement Coordinator. The Procurement Coordinator for this solicitation is:

Sharon Rothwell  
(253) 592-6758  
[procurement@portoftacoma.com](mailto:procurement@portoftacoma.com)

Unless authorized by the Procurement Coordinator, no other Port official or Port employee is empowered to speak for the Port with respect to this acquisition. Any Contractor seeking to obtain information, clarification, or interpretations from any other Port official or Port employee (other than the Contract Coordinator) is advised that such material be used at the Contractor's own risk. The Port will not be bound by any such information, clarification, or interpretation.

Following the Proposal submittal deadline, Contractors shall continue to direct communications to only the Port Procurement Coordinator. The Procurement Coordinator will send out information to responding companies as decisions are concluded.

Contact by a Contractor regarding this acquisition with a Port employee other than the Procurement Coordinator or an individual specifically approved by the Procurement Coordinator in writing, may be grounds for rejection of the Contractor's proposal.

### **Important- Mandatory Pre-Proposal Site Visit Conference**

The Port shall conduct a mandatory pre-proposal conference on the time, date and location provided on the cover page of this RFP. Due to security requirements, Contractors must RSVP to the RFP Coordinator with the name of the representative attending 36 hours prior to the site visit. **All attendees must have a picture ID in order to obtain their visitor badge and enter the terminal areas.** The purpose of this meeting is to ensure the Contractor has a complete understanding of the scope of work and the work environment to avoid any delays or performance issues that could have otherwise been prevented by attending the Site Visit meeting. Proposals will be accepted only from those Contractors who are represented at this pre-proposal conference. The representatives' signatures on the attendance roster will evidence attendance at the conference. Admittance will be limited to no more than two (2) people per company. Transportation to the various port locations from the initial meeting location at 3600 Port of Tacoma Road will be provided by the Port.

The meeting will start in the Fabulich Center conference room followed by a walkthrough of the facility, after which we conduct a walkthrough of the other Port facilities and ultimately return to the Fabulich Center.

Failure to raise concerns over any issues at this opportunity will be a consideration in any protest filed regarding such items that were known as of this pre-proposal conference.

All oral communications will be considered unofficial and non-binding on behalf of the Port, any clarification given or changes made as a result of the site visit must be reflected in an addendum.

### **Questions**

Submit questions to the Procurement Coordinator no later than the date and time on page 1, in order to allow sufficient time for the Procurement Coordinator to consider the question before the bids or proposals are due. The Port prefers such questions to be through e-mail directed to the Procurement Coordinator e-mail address. Failure to request clarification of any inadequacy, omission, or conflict will not relieve the Contractor of any responsibilities under this solicitation or any subsequent contract. It is the responsibility of the interested Contractor to assure that they received responses to Questions if any are issued.

### **Changes to the RFP/Addenda**

A change may be made by the Port if, in the sole judgment of the Port, the change will not compromise the Port's objectives in this solicitation. A change to this RFP will be made by issuing a formal written addendum. The Addendum shall become part of this

RFP and included as part of the Contract. It is the responsibility of the interested Contractor to assure that they have received Addenda if any are issued.

### **Receiving Addenda and/or Question and Answers**

The Procurement Coordinator will make efforts to provide you notice, either through the RSS Feed or direction e-mail courtesy announcements that changes or addendums have been posted on the Port website. Notwithstanding efforts by the Port to provide such notice to known Contractors, it remains the obligation and responsibility of the Contractor to learn of any addendums, responses, or notices issued by the Port. Such efforts by the Port to provide notice or to make it available on the website do not relieve the Contractor from the sole obligation for learning of such material.

Note, that some third-party services may independently post Port of Tacoma bids on their websites. The Port does not, however, guarantee that such services have accurately provided Contractors with all the information published by the Port, particularly Addendums or changes to bid date/time.

All Bids sent to the Port shall be considered compliant to all Addendums, with or without specific confirmation from the Bidder that the Addendum was received and incorporated. However, the Procurement Coordinator can reject the Bid if it does not reasonably appear to have incorporated the Addendum. The Procurement Coordinator could decide that the Bidder did incorporate the Addendum information, or could determine that the Bidder failed to incorporate the Addendum changes. If the changes are material, the Procurement Coordinator must reject the Offer, or the Procurement Coordinator may determine that the Bidder failed to incorporate the Addendum changes, but that the changes were not material and therefore the Bid may continue to be accepted by the Procurement Coordinator.

### **RFP Submittal Requirements**

Contractors will submit:

- Attachment A, Minimum Qualifications;
- Attachment B, Offer sheet and Non – Collusion Form;
- Attachment C, Proposal Package;
- Attachment E, Non-Disclosure Agreement; and
- Attachment G, Bid Bond.

### **Active Contact Submittal Requirement**

- Attachment D, References to be submitted by the “active contact reference”.

This section details Port procedures for submittal.

- a) Number all pages sequentially. The format should follow closely that requested in this RFP.

- b) The Port may designate page limits for certain sections of the response. Any pages that exceed the page limit will be excised from the document for purposes of evaluation.
- c) Contractors have full responsibility to ensure the response arrives at the Port within the deadline. A late submittal may be rejected, unless the lateness is waived as immaterial by the Port Purchasing and Contracting Services Director, given specific fact-based circumstances. Late responses may be returned unopened to the submitting firm; or the Port may accept the package and make a determination as to lateness.
- d) The response should be in an 8 1/2" by 11" format. Non-recyclable materials are strongly discouraged. Contractors are encouraged to "double side." If there are page limitations, one side of a printed page is considered one page.

**Submittal of Proposal**

**Electronic:**

E-mail electronic submittals to the [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com) , on or before the deadline RFP Schedule, on the cover page or as otherwise amended). Any risks associated are borne by the Bidder. The Port e-mail system will generally allow documents up to, but no larger than, 10 Megabytes.

**Hard Copy Submittal:**

Submittal Requirements: One original (1), (1) CD copy, and three (3) copies of the response must be received no later than the date and time specified on the Procurement Schedule or as otherwise amended.

<b>Physical Address (courier)</b>	<b>Mailing Address (For US Post Office mail)</b>
Purchasing and Contracting Port of Tacoma 1 Sitcum Plaza Tacoma, WA 98421	Purchasing and Contracting Port of Tacoma P.O. Box 1837 Tacoma, Washington, 98401-1837

- a) Hard-copy responses should be in a sealed box or envelope clearly marked and addressed with the Procurement Coordinator's name, RFP title and number. If packages are not clearly marked, the Contractor has all risks of the package being misplaced and not properly delivered.

- b) The Submittal may be hand-delivered or must otherwise be received by the Procurement Coordinator at the address provided, by the submittal deadline. Please note that delivery errors will result without careful attention to the proper address.
- c) Submittals and their packaging (boxes or envelopes) should be clearly marked with the name and address of the Contractor, solicitation number and procurement coordinator.
- d) Please do not use any plastic or vinyl binders or folders. The Port prefers simple, stapled paper copies. If a binder or folder is essential due to the size of your submission, they are to be fully 100% recycled stock.
- e) Please double-side your submittal.

#### **No RFP Opening – No Reading of Prices**

The Port does not conduct a bid opening for RFP responses however; the Port will post a list of those submitting proposals.

#### **Offer Form**

Contractor shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. In the case of difference between the unit pricing and the extended price, the Port shall use the unit pricing. The Port may correct the extended price accordingly. All prices shall be in US Dollars.

#### **Contractor Responsibility to Provide Full Response**

It is the Contractor's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the Procurement Coordinator. The Contractor is to provide all requested materials, forms, and information. The Contractor is responsible to ensure the proper submission of materials and that they accurately reflect the Contractor's specifications or proposal. During scoring and evaluation (prior to interviews if any), the Port will rely upon the submitted materials and shall not accept materials from the Contractor after the RFP deadline. This however this does not limit the right of the Port to consider additional information (such as references that are not provided by the Contractor but are known to the Port, or past experience by the Port in assessing responsibility), or to seek clarifications as needed by the Port.

#### **Partial and Multiple Awards**

Unless stated to the contrary in the Scope of Work, the Port reserves the right to name a partial and/or multiple awards, in the best interest of the Port. Contractors are to prepare proposals given the Port's right to a partial or multiple awards. For Proposals, the Port may negotiate with the successful Contractor, to finalize the work and specifications consistent with the objectives of the RFP.

## **Interlocal Purchasing Agreements**

This is for information only and is not be used to evaluate candidates. RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. The seller agrees to provide service(s) at the offer prices, terms, and conditions, to other eligible governmental agencies that have such agreements with the Port. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies. Should the Contractor require additional pricing for such purchases, the Contractor is to name such additional pricing upon offer to the Port.

## **Contract Terms and Conditions**

Contractors are to price and submit proposals with the understanding that they are required to comply with all specifications, requirements, Terms, and Conditions. Contractors are responsible to review all specifications, requirements, Terms and Conditions, insurance requirements, and other requirements herein. Submittal of a proposal is agreement to comply without exception, unless modified by the Port. The Port has the right to negotiate changes to submitted proposals and to change the Port's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Contractor during the contract. See sample janitorial contract at Attachment F.

## **Negotiations**

Nothing herein prohibits the Port from opening discussions with the highest ranked apparent successful Contractor, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet Port needs within the scope sought by the RFP.

## **Effective Dates of Offer**

Offer prices and costs in Contractor's submittal must remain valid until Port completes award. Should any Contractor object to this condition, the Contractor must provide objection through a question and/or complaint to the Procurement Coordinator prior to the proposal due date.

## **Prompt Payment Discount**

On the Offer form or in submittal, the Contractor may state a prompt payment discount term, if the Contractor offers one to the Port. A prompt payment discount term of ten or more days will be considered in evaluation.

## **Cost of Preparing Proposals**

The Port will not be liable for any costs incurred by the Contractor in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Contractor's participation in demonstrations and the pre-proposal conference.

## **Contractor Responsibility**

It is the Contractor responsibility to examine all specifications and conditions thoroughly, and comply fully with specifications and all attached terms and conditions. Contractors must comply with all Federal, State, and City laws, ordinances and rules, and meet any and all registration requirements where required for Contractors as set forth in the Washington Revised Statutes.

## **Readability**

Contractors are advised that the Port's ability to evaluate proposals is dependent in part on the Contractor's ability and willingness to submit proposals, which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential.

## **Changes or Corrections in Proposal Submittal**

Prior to the submittal closing date and time, a Contractor may make changes to its proposal, if the change is initialed and dated by the Contractor. No change shall be allowed after the closing date and time. Note that you cannot change, mark-up, or cross-out any condition; format, provision, or term that appears on the Port has published Offer Form. If you need to change any of your own prices or answers that you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use whiteout.

## **Errors in Proposals**

Contractors are responsible for errors and omissions in their proposals. No such error or omission shall diminish the Contractor's obligations to the Port.

## **Minority & Women's Business Enterprises (MWBE)**

The Port of Tacoma encourages participation in all of its contracts by Minority & Women's Business Enterprises (MWBE) firms either self-identified or certified by the Office of Minority & Women's Business Enterprises (OMWBE). While the Port does not give preferential treatment, it does seek equitable representation from the minority and women's business community.

Participation may be either on a direct basis in response to this Solicitation or as a Subcontractor to a Contractor. However, unless required by Federal statutes, regulations, grants, or contract terms referenced in the original Solicitation, no preference will be included in the evaluation of Bids, no minimum level of MWBE participation shall be required as a condition for receiving an award, and Bids will not be evaluated, rejected, or considered Non-Responsive on that basis.

Any affirmative action requirements set forth in Federal regulations or statutes included or referenced in the original Solicitation will apply. Contractors may contact the Office of Minority & Women's Business Enterprises (OMWBE) at <http://www.omwbe.wa.gov/index.shtml> to obtain information on certified firms for potential sub-contracting arrangements. Nothing in this section is intended to prevent or discourage Contractors from inviting participation from non-MWBE firms, MWBE firms, as well as Small and Emerging Businesses.

### **Withdrawal of Proposal**

A submittal may be withdrawn by written request of the submitter, prior to the closing date and time. After the closing date and time, the submittal may be withdrawn only with permission by the Port.

### **Rejection of Proposals and Rights of Award**

The Port reserves the right to reject any or all proposals at any time with no penalty. The Port also has the right to waive immaterial defects and minor irregularities in any submitted proposal.

### **Incorporation of RFP and Proposal in Contract**

This RFP and the Contractor's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the Port), shall be binding and incorporated by reference in the Port's contract with the Contractor.

### **Bid Guarantee**

All proposals submitted for this contract must be accompanied by a Cashier's Check, Money Order, or Security Bid Bond payable to the Port of Tacoma in an amount not less than five percent (5%) of the total bid amount.

The Port will have the right to retain the Bid security of Contractors to whom an award is being considered until the earliest of either (a) a mutual execution of the contract, (b) specified time has elapsed so that proposals may be withdrawn, or (c) when all proposals have been rejected.

Return of Bid Security: Within sixty (60) days after the proposal due date, the Port will release or return Bid securities to Contractors whose proposals are not to be further considered for contract award. Bid securities of the three highest scoring proposals will be held until the Contract has been finally executed, after which all forfeited Bid securities will be returned.

### **Insurance Requirements**

1. The Contractor shall procure and maintain during the life of this contract such insurance. It shall protect it from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by itself, its agents, or by anyone directly or indirectly employed by either of them.
2. Certificates of all insurance shall be filed with the Port of Tacoma naming the Port of Tacoma as additional insured, and shall provide:
  - a. That the policies shall not be canceled or the amount thereof reduced, without thirty- days (30) prior written notice to the Port of Tacoma, and
  - b. That thirty-day (30) prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.

3. The amount of such insurance shall not be less than:
  - a. Commercial General Liability Insurance, on an occurrence basis, including contractual liability and completed operations, in an amount of not less than One Million Dollars (\$1,000,000.00) for bodily injury, including sickness, disease, and death at any time resulting therefrom, sustained by any person and for property damage;
  - b. Business Auto Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for damages because of bodily injury or property damage;
4. The Contractor shall procure and maintain insurance in accordance with the requirements of all applicable State and Federal Worker's Compensation Laws. Contractor shall furnish to the Port of Tacoma evidence of such insurance, including Employers Contingent Liability (Stop Gap) Insurance.

### **Proprietary or Confidential Information**

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, Purchasing shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, Purchasing will notify the Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, Purchasing will release the requested information on the date specified.

The Port's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as Purchasing retains Contractor's information in the Purchasing records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

### **Requesting Disclosure of Public Records**

The Port asks Contractors/Sub-Contractors and their companies to refrain from requesting public disclosure of proposal records until an intention to award is announced. This measure is intended to shelter the solicitation process, particularly during the evaluation and selection process or in the event of a cancellation or re-solicitation. With this preference stated, the Port will continue to be responsive to all requests for disclosure of public records as required by State Law.

### **Non-Endorsement and Publicity**

Neither Purchasing nor the Purchasers are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to Purchasing, any Purchaser, or the Port of Tacoma in any literature, promotional material, brochures, sales presentation, or the like, regardless of method of distribution, without the prior review and express written consent of the Purchasing Manager.

## **8. EVALUATION PROCESS**

**Step #1: Initial Screening:** Purchasing shall first review submittals to for initial decisions on responsiveness of the bid and bidder responsibility. Those found responsive and responsible based on this initial review shall proceed to Step 2

**Step #2: Proposal Evaluation:** The Port will evaluate proposals using the criteria specified below. Responses will be evaluated and ranked or scored.

**Specifications:** The Port will evaluate each Contractor’s compliance with the specifications and other bid requirements set forth in the RFP.

Discounts for prompt payment shall be reviewed for acceptance and shall be calculated into the Contractor’s response for purposes of evaluation.

**Pricing:** Items on price sheets shall then be calculated for purposes of award. Item pricing will be multiplied by the number of units required for an item total. Item totals will be totaled for all items for a tabulated total. In the event of an error in math, unit pricing will be considered the correct price and will be used. If any cost item is missing from a bidder Offer Form, the Port reserves the right to reject that Bid or to calculate and compare bids without that cost item considered.

**Formula:** Lowest total Bid evaluation price divided by a higher total Bid evaluation price (Bid that is being evaluated) multiplied by number of available points equals the cost factor evaluation points. Points will be rounded to two places to the right of the decimal point using standard rounding method.

The Contractor with the lowest Total Bid Evaluation Price will receive the maximum allotted points for pricing. All other Contractors pricing points will be proportionate to the most favorable pricing. The example calculation below shows that a Contractor whose bid price is twice as much as the lowest proposed price would receive only half of the maximum available points.

$$\frac{\text{Lowest Bidder Total Bid Evaluation Price}}{\text{Other Bidder's Total Bid Evaluation Price}} \times \text{Maximum Available Points} = \text{Awarded Price Points}$$

$$\frac{\$100}{\$200} \times 70 \text{ points} = 35 \text{ points}$$

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Firm’s/Team’s abilities to meet the requirement of this RFP. Emphasis will be on completeness of content.

Proposals are to address, and will be evaluated upon, the following criteria:

**Evaluation Criteria: Points**

1	Price	25
2	Experience and Past Performance	25
3	Management Plan	25
4	Quality Control Plan	35
5	References	10
6	Sub Total	120

7	Interview (optional)	100
8	Maximum Total Points	220

**Step #3:** Interview: The Port may interview top ranked firms that are considered most competitive. If interviews are conducted, rankings of firms and award configurations shall be determined by the Port, using the combined results of interviews and proposal submittals.

The Contractor is to submit the list of names and company affiliations with the Procurement Coordinator before the interview. Contractors invited to interview are to bring the assigned Project Manager and/or Supervisor that has been named by the Contractor in the Proposal, and may bring other key personnel named in the Proposal not to exceed three (3) people total. The Contractor shall not, bring an individual who does not work for the Contractor or for the Contractor’s Subcontractor on this project, without specific advance authorization by the Procurement Coordinator.

**Step #4:** Selection: The Port shall select the highest ranked Contractor for award.

**Step #5:** Contract Negotiations: The Port may negotiate elements of the proposal as required to best meet the needs of the Port, with the apparent successful Contractor. The Port may negotiate any aspect of the proposal or the solicitation.

Repeat of Evaluation Steps: If no Contractor is selected at the conclusion of all the steps, the Port may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the Port shall then sequentially step through all remaining steps as if conducting a new evaluation process. The Port reserves the right to terminate the process if it decides no proposals meet its requirements.

Points of Clarification: Throughout the evaluation process, the Port reserves the right to seek clarifications from any Contractor.

Tie Scores: In the event that the top two Contractors receive the same total score, the Procurement Coordinator will use a coin toss to determine the winner. Those on the evaluation team shall serve as witness to the event.

**9. AWARD AND CONTRACT EXECUTION INSTRUCTIONS**

The Procurement Coordinator intends to provide written notice of the intention to award in a timely manner and to all Contractors responding to the Solicitation.

**Protests and Complaints**

Protests and/or complaints are to be filed with the Director of Contracts and Purchasing. The Port has rules to govern the rights and obligations of interested parties that desire to submit a complaint or protest to this RFP process. They are:

- **For specification protests**, the protester must state exact location of the challenged portion or clause, unless the challenge concerns an omission, an explanation of why any provision should be struck, added, or altered, and contain suggested corrections. A specification protest must be filed within five (5) working days of solicitation release;
- **For non-responsive determinations**, the aggrieved Contractor must specifically state why the determination is in error, identify where its submittal where it believes it is responsive, and why it believes, the Port was in error when it made the non-responsive determination. A non-responsive protest must be filed within two (2) working days of notification (Intermediate Saturdays, Sundays and legal holidays are not counted as business days): and
- **For protests regarding award determinations**, the aggrieved Contractor(s) protest must set forth in specific terms the reasons why the Port's decision is thought to be erroneous. An award determination protest must be filed within two (2) working days of notification.

Interested parties have the obligation to be aware of and understand these rules, and to seek clarification as necessary from the Port. Note that there are time limits on protests and Contractors have final responsibility to learn of results in sufficient time for such protests to be filed in a timely manner. Written protests are to be sent by e-mail to [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com). Failure to comply with the protest procedures will render a protest waived. Timely compliance and exhaustion of these protest procedures shall be a condition precedent to any otherwise permissible judicial consideration of a protest.

### **Instructions to the Apparently Successful Contractor(s)**

The Apparently Successful Contractor will receive Intent to Award Letter from the Procurement Coordinator after the award decision is made by the Port. The Letter will include instructions for final submittals that are due prior to execution of the contract or Purchase Order.

Once the contract is issued for signature, the Contractor must execute the contract and provide all requested documents within ten (10) business days. If the Contractor fails to execute the contract with all documents within the ten (10) day period, the Port may cancel the award and proceed to the next ranked Contractor, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Contractor disqualification for future solicitations for this product/service.

### **Checklist of Final Submittals Prior to Award**

The Contractor(s) should anticipate that the Letter would require at least the following. Contractors are encouraged to prepare these documents as soon as possible, to eliminate risks of late compliance.

- State of Washington Business License
- Completion of New supplier package

- Completed NDA form
- Certificate of Insurance (if a hard-copy is required by the specifications)
- Special Licenses (if any)
- Intent to pay prevailing wage

**Taxpayer Identification Number and W-9**

Unless the Contractor has already submitted a Taxpayer Identification Number and Certification Request Form (W-9) to the Port, the Contractor must execute and submit this form prior to the contract execution date.

**Attachments:**

- Attachment A – Minimum Qualifications
- Attachment B – Offer Sheet & Non-Collusion Form
- Attachment C – Janitorial Proposal Package
- Attachment D - Reference Questionnaire
- Attachment E – Non-Disclosure Agreement
- Attachment F – Port Sample Contract with Terms and Conditions
- Attachment G - Bid Bond Form
- Attachment H – Prevailed Wage Rates and Benefit Key Code

**Exhibits:**

- Exhibits 1- 8 Facility Information Sheets
- Exhibit 9 – Sample Occupancy Report
- Exhibit 10 - Floor Plan Administration Building
- Exhibit 11 – Floor Plan Maintenance Building
- Exhibit 12 – Fabulich Center

### ATTACHMENT A - MINIMUM QUALIFICATIONS

Please check the applicable box to signify compliance or non-compliance to each minimum qualification. If you do comply, describe exactly how you achieve each minimum qualification. The determination that you have achieved all the minimum qualifications is made from this document or a document with the same information.

Item #	Minimum Qualification	Complies	Does <u>Not</u> Comply	If you comply, describe how you meet the minimum qualification and attach any necessary documentation
1	Contractor shall have a minimum of three (3) years' experience in providing cleaning services in similar office and industrial facilities.			
2	Contractor shall have successfully performed at least two contracts of a similar scope with a public or private agency.			
3	Qualifications of Supervisor: All on site representative personnel engaged in directing the work to be accomplished under this contract shall possess at least 3 years of recent (within the last 5 years) experience in directing cleaning operations in a similar to the approximate size of the buildings to be cleaned under this contract.			

**ATTACHMENT B - OFFER SHEET**

Page 1 of 1

**Port of Tacoma**

**RFP# 069795**

**Title: Janitorial Services**

All cleaning rates shall be inclusive of consumables, labor, and equipment.

Facility	Monthly Rate
1a. Administration - Sitcum Plaza State number of times per year for carpet restoration cleaning _____ and,	\$ _____ per month
1b. State number if times per year for interior window cleaning _____	
2a. Maintenance Facility Cleaning	\$ _____ per month
2b. Carpet Restoration Cleaning per usable square foot. State recommended number of cleanings per year _____	\$ _____ per usable SF
3. Recreation Center	\$ _____ per month
4. Main Gate House	\$ _____ per month
5. EB 1 Gate House	\$ _____ per month
5. Blair Gate House	\$ _____ per month
6. EB1 Customer Service Bldg.	\$ _____ per month
<b>Total Monthly Cost</b>	\$ _____
	Rate per usable square foot
7. Fabulich Center (Port to provide a monthly occupancy report to Contractor.)	\$ _____
8. Carpet Restoration/Cleaning	\$ _____
	Rate per cleaning
9. Blair Gate House (rate per cleaning)	\$ _____
10. EB 1 Gate House (rate per cleaning)	\$ _____
	Rate per hour
11. Non-Recurring General Cleaning	\$ _____
12. Non-Recurring Interior Window/Glass Cleaning	\$ _____
	Rate per usable square foot
18. Non- Recurring Carpet Restoration/Cleaning	\$ _____

1. The bid prices shall include and cover all duties, handling and transportation charges and all charges incidental to the requested work excluding Sales Tax or Use Tax. Contractor shall agree to all Port contract Terms and Conditions without exception.
2. Do not mark, write-in or add any exceptions to the specifications, schedule, terms or conditions. Do not attach alternative boilerplate. Any such exceptions can invalidate your Offer and the Buyer can reject your Bid.
3. If you make an error in typing your prices or any corrections to your Offer Submittal, you may mark it in ink and initial the correction. If it is not marked in ink and or it is not initialed, the Buyer may reject your bid. Do not use whiteout.
4. Any future contract price changes shall be in accordance with this RFP. Mark-up, and discount rates will not change through the life of the contract
5. Prompt Payment Discount: \_\_\_\_\_%\_\_\_\_ days. Note: Prompt payment discount periods equal to or greater than 10 calendar days will receive consideration and bid pricing will be reduced for evaluation by the amount of that discount.
6. Interlocal Agreement: The Port of Tacoma has entered into Interlocal Agreements with other governmental agencies pursuant to RCW 39.34, in lieu of those agencies conducting a separate competitive bid. Does Contractor agree to provide this product or service to such agencies? Yes: \_\_\_\_\_ No: \_\_\_\_\_
7. Prevailing Wages: If Prevailing wages apply to any awarded contract, confirm your intent to pay prevailing wages and that prevailing wages are incorporated in your bid offer.  
Yes: \_\_\_\_\_

The job classification information below is not part of the bid evaluation, but is for administration wage increases if necessary due to prevailing wage changes over the life of the contract. Since prevailing wages may require the Contractor to request an adjustment to costs billed to the Port in future years, providing this remaining information allows the Port to receive and analyze cost increases that are the result of a prevailing wage increase:

Specify the Job Classification and Hourly Wage Rate that reflects the labor classifications that will perform the Services if awarded the contract.

Job Classification	Hourly Wage Rate
	\$
	\$
	\$
	\$
	\$

By submitting this proposal, the Contractor acknowledges he/she has read and understands the entire Request for Proposal (RFP) and agrees to comply with its terms and conditions. The Contractor also agrees to fulfill the offer made in their Bid through any subsequently awarded Contract.

**Non-collusion:** The undersigned declares under penalty of perjury that the bid/proposal submitted is a genuine and not a sham or collusive bid, or made in the interest or on behalf of any person or firm not therein named. That the bidder/Contractor has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid, or any other person or corporation to refrain from bidding. Lastly, that said bidder/Contractor has not in any manner sought by collusion to secure to the bidder an advantage over any other bidder or bidders.

Mailing Address, City, State, Zip Code \_\_\_\_\_

Telephone Number \_\_\_\_\_ Fax Number \_\_\_\_\_ Email Address \_\_\_\_\_

Washington State Contractor's License No. \_\_\_\_\_ Date of Issue \_\_\_\_\_

Expiration Date \_\_\_\_\_ DUNNS Number \_\_\_\_\_

Unified Business Identifier (UBI) No. \_\_\_\_\_ Federal Tax Id No. \_\_\_\_\_

Full Legal Name of Company: \_\_\_\_\_

Signed By: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

## **ATTACHMENT C - Janitorial Proposal Package**

Submission Requirements: Responses should be clearly marked so that there is no doubt in the readers mind what section the Contractor is responding to. Proposals should be thorough and detailed as possible so that Port may properly evaluate your capabilities to provide the required goods/services. Contractors are required to submit the following items as a complete proposal:

**Section A-** Minimum Qualifications: submit (Attachment A) detailing how you meet the minimum qualification

**Section B – Price:** The Contractor should complete and return the pricing offer (Attachment B)

**Section C - Technical Proposal**

### 1) Management Plan

The management plan should be limited to no more than 10 typewritten pages, including any charts, resumes, lists, and brochures.

The Management plan should include:

- a) An organizational chart identifying key personnel both on site and off site;
- b) The management plan should identify all individuals considered key to the success of this contract, and outline their roles and responsibilities and levels of authority.
- c) Resume(s) for no more than 3 key management and technical individual(s) designated to have supervisory authority for any person considered key to the successful administration of the contract. For proposed key positions which you have not identified a specific employee, state that qualification for the position and the recruitment approach you will use to fill it. For each key person, indicate how the individual's background, education, and experience qualify him or her for the position;
- d) Describe your management approach and how it supports accomplishing the work described herein. Describe your proposed organization sufficiently to enable the evaluators to understand the proposed structure, staffing, distribution of authority, and distribution of work functions;
- e) Discuss use of sub-contractors and illustrate how you will secure qualified subcontractors and manage their performance. Describe how you will provide opportunities for small and disadvantaged businesses. Discuss your approach to labor relations and illustrate how your approach has been effective; and
- f) Describe your approach for the smoothest possible transition from the current contract and achieving full contract capability on the first day of the contract. Show how you will ensure the necessary staffing, equipment, materials and management systems will be in place.

## 2) Quality Control Plan (QCP)

The quality control plan should describe the Contractor's:

Describe your quality approach. Discuss how the organizational structure, processes, procedures, and resources will be applied to implement quality management in all areas of the contract. Specifically address the following:

(a) Quality System – Discuss how your company provides and maintains an effective, Quality Management system that defines quality, including both quality control and quality assurance methods. Quality control (QC) is concerned with internal process while quality assurance is the methodology to evaluate and document consistent conformance to the Requirements Summary Table in RFP. Provide a copy of your Quality Manual, if developed (does not count toward the page limitation).

(b) Corrective Action – Discuss your company's procedures for detecting causes of non-conformance, initiating corrective actions, controlling their implementation, verifying their effectiveness, and documenting procedural changes to prevent reoccurrence; and

(c) Customer Service Philosophy – Describe the Contractor's proposed methods and techniques for assessing and measuring customer needs, wants, preferences and degree of satisfaction.

d) Propose what KPI's you would use to measure performance for this contract.

Example: key performance indicators (KPI's) for quality performance and specific plans for increasing satisfactory performance if the KPI's are not met.

KPI examples:

- ❖ No more than 1 service call per month for missed routine services such as supplying paper products;
- ❖ A favorable response rate of 80% to customer survey per quarter

Technical

1) Provide a statement of work that describes the tasks and processes that will be performed, the methodologies and techniques that will be used, and the personnel and non-personnel resources that will be applied to achieve the overall contract objectives and the functional results specified in RFP. The statement of work will describe the work requirements proposed by the Contractor to successfully meet the specified contract outcomes. State work task units and population and frequencies as appropriate to the work requirements;

(2) Discuss the unique problems associated with Port janitorial care and how the statement of work proposes to address them. Describe the performance metrics and the quality standards that will determine successful accomplishment of the work tasks, e.g., response times for emergencies, supply outages, etc. 18; and

(3) For any non-recurring work, the proposal shall clearly distinguish between the prime Contractor's and the subcontractor's work and responsibilities.

#### **Section D References**

Provide a list of no more than five (5) relevant active contract references with the following information:

- company name;
- contact name;
- phone number; and
- e-mail address.

Your company must have contracted with them for a minimum of 12 months or completed contracted work within the last three (3) years. Relevant contracts are defined as contracts for custodial services of the similar size and scope contemplated herein.

The Port RFP Coordinator will e-mail the Reference Questionnaire to your listed reference contacts. Please note that it is the responsibility of your active contact reference to e-mail the Reference Questionnaire (Attachment D) to the Port. The Port will use the first three (3) reference questionnaires returned to the Port for scoring references.

##### 1) Past and Present Performance

Proposer to submit the requested information in the following order:

- a) Provide an overview of your companies experience and past performance.
- b) Provide list of any active contract (s) terminated within the past three (3) years for other than convenience of the owner. If none, so state.

**ATTACHMENT D -REFERENCE QUESTIONNAIRE  
REFERENCE'S RESPONSE TO:**

**RFP Number:**

**RFP Title:**

**REFERENCE**

**NAME**

**(Company/Organization):**

**CONTRACTOR NAME (Company/Organization):** \_\_\_\_\_

has submitted a proposal to the Port of Tacoma, provide the Janitorial Services and have chosen you as a reference.

**INSTRUCTIONS**

1. Complete **Section I. RATING** using the Rating Scale provided.
2. Complete **Section II. GENERAL INFORMATION** (*This section is for information only and will not be scored.*)
3. Complete **Section III. ACKNOWLEDGEMENT** by manually signing and dating the document. (*Reference documents must include an actual signature.*)
4. E-mail **THIS PAGE** and your completed reference document, **SECTIONS I through III** to:  
  
RFP Coordinator: Sharon Rothwell  
  
E-mail: [procurement@portoftacoma.com](mailto:procurement@portoftacoma.com)
5. This completed document **MUST** be received no later than \_\_\_\_\_ at \_\_\_\_\_ p.m. (Pacific Time). Reference documents received after this time will not be considered. **References received without an actual signature will not be accepted.**
6. **DO NOT** return this document to the Contractor.
7. In addition to this document, the Port may contact references by phone for further clarification if necessary.

## Section I. RATING

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Using the Rating Scale provided below, rate the following numbered items by circling the appropriate number for each item:

**Rating Scale**

<b>Category</b>	<b>Score</b>
Poor or Inadequate Performance	0
Below Average	1 – 3
Average	4 – 6
Above Average	7 - 9
Excellent	10

Circle **ONE** number for each of the following numbered items:

1. Rate the overall quality of the firm's services:

**10   9   8   7   6   5   4   3   2   1   0**

2. Rate the response time of this firm:

**10   9   8   7   6   5   4   3   2   1   0**

3. Rate how well the agreed upon, planned schedule was consistently met and deliverables provided on time. *(This pertains to delays under the control of the firm):*

**10   9   8   7   6   5   4   3   2   1   0**

4. Rate the overall customer service and timeliness in responding to customer service inquiries, issues and resolutions:

**10   9   8   7   6   5   4   3   2   1   0**

5. Rate the knowledge of the firm's assigned staff and their ability to accomplish duties as contracted:

**10   9   8   7   6   5   4   3   2   1   0**

6. Rate the accuracy and timeliness of the firm's billing and/or invoices:

**10 9 8 7 6 5 4 3 2 1 0**

7. Rate the firm's ability to quickly and thoroughly resolve a problem related to the services provided:

**10 9 8 7 6 5 4 3 2 1 0**

8. Rate the firm's flexibility in meeting business requirements:

**10 9 8 7 6 5 4 3 2 1 0**

9. Rate the likelihood of your company/organization recommending this firm to others in the future:

**10 9 8 7 6 5 4 3 2 1 0**

10. Rate the firm's ability to meet your security requirements?

**10 9 8 7 6 5 4 3 2 1 0**

11. Rate the Firms ability to handle staff turnover on your contract and still meet your cleaning requirements?

**10 9 8 7 6 5 4 3 2 1 0**

**Section II. GENERAL INFORMATION**

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1. Please include a brief description of the Janitorial services provided by this firm for your business:

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2. During what time period did the firm provide these services for your business?

Month: \_\_\_\_\_ Year: \_\_\_\_\_ to Month: \_\_\_\_\_ Year: \_\_\_\_\_

**Section III. ACKNOWLEDGEMENT**

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I affirm to the best of my knowledge that the information I have provided is true, correct, and factual:

\_\_\_\_\_  
Signature of Reference

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email Address

**Attachment E**  
**Sensitive Security Information**  
**Non-Disclosure Instructions**

Each and every individual needing access to Sensitive Security Information (SSI) must complete and submit to the Port of Tacoma a non-disclosure agreement (NDA). Individuals submitting a SSI NDA to the Port must complete the following steps:

1. Obtain a copy of the SSI NDA via the Port of Tacoma's website or by contacting Port Security at: 253.383.5841.
2. Read the entire document thoroughly.
3. Print your name on page one, first line.
4. Initial and date the bottom of each page of the document.
5. Print your name, title, company name, phone number and email address where stated.
6. Sign the document in the presence of the witness. The witness must be someone in your firm.
7. The same witness must fill out their information, including name, title, company name, phone number and email address.
8. Witness signs the document.
9. Scan the final document into one PDF or TIF file.
10. Email to the Port Security Department at: [ndasecurity@portoftacoma.com](mailto:ndasecurity@portoftacoma.com)

Any non-disclosure agreements that do not follow the noted instructions will be denied. All questions regarding completing and submitting a SSI NDA must be emailed to [ndasecurity@portoftacoma.com](mailto:ndasecurity@portoftacoma.com).



**Non-Disclosure  
Agreement for  
Conditional Access to Sensitive Security Information**

I, \_\_\_\_\_, hereby consent to the terms and conditions of this Non-Disclosure Agreement (hereafter, Agreement) in consideration of my being granted conditional access to certain United States Government documents or other material containing sensitive security information (“SSI”).

I understand and agree to the following terms and conditions:

1. By being granted conditional access to SSI, the United States Government has placed special confidence and trust in me and I am obligated to protect this information from unauthorized disclosure, in accordance with the terms of this Agreement and all applicable laws;
2. As used in this Agreement, SSI is that information defined in 49 CFR Part 15 and 1520 but also includes any information not specifically mentioned in Part 15 and 1520, but marked as “Sensitive Security Information” or “SSI.” No part of this record may be disclosed to persons without a “need to know”, as defined in 49 CFR parts 15 and 1520;
3. Based on the Port of Tacoma (hereafter, Port of Tacoma) determination that I have a security-related need to know, I am being granted conditional access to SSI contingent upon my execution of this Agreement for the sole purpose of having access to the Port of Tacoma SSI. Examples of SSI include, but are not limited to:
  - a. Port Security Manual;
  - b. Security Baggage Screening;
  - c. Technical Specifications for Explosive Detection Devices;
  - d. Technical Specifications of Security Communication Equipment;
  - e. Reports of Vulnerability to Security;
  - f. Technical Specifications or Drawings Security System;
  - g. Performance of Test data of Security System;
  - h. Passwords or codes of Security System to include alarms;
  - i. Restricted Area Key Control Procedures;
  - j. IP Address of Security Cameras; and
  - k. Internal Security Response Procedure.
4. This approval will permit me to have conditional access to certain SSI, to perform my job or assigned tasks. This Agreement will not allow me to have access to materials that TSA or the Port of Tacoma has determined, in its sole discretion, are inappropriate for disclosure pursuant to this Agreement. This may include sensitive but unclassified information provided to the Port by other agencies of the United States Government, or any other SSI that I do not have a security-related need to know; and

Date \_\_\_/\_\_\_/\_\_\_ Initial \_\_\_

5. I will never divulge any SSI that is provided to me pursuant to this Agreement to anyone, unless I have been advised in writing by the Port of Tacoma or TSA that the proposed recipient is authorized to receive it. I will submit to the Port of Tacoma SSI administrator for security review, prior to any publication or submission for publication — whether in print, oral or electronic form — any book, article, speech, report, or other work that is based on any knowledge I obtained pursuant to this Agreement. This security review is intended to allow Port of Tacoma to ensure that SSI is not disclosed.

6. If I become aware or have reason to believe that any SSI may have been released to any unauthorized person, I will immediately notify the Port of Tacoma SSI administrator.

7. I understand that the unauthorized disclosure of SSI could compromise the safety and security of persons in transportation. In addition, I understand that I will not electronically mail SSI unless the document is password protected.

8. If I violate the terms or conditions of this Agreement, such violation may result in the cancellation of my conditional access to SSI. This may serve as a basis for denying me conditional access to other United States Government information, both classified and sensitive, in the future. If I violate the terms or conditions of this Agreement, the United States may institute a civil penalty against me pursuant to 49 U.S.C. 46301 and 49 CFR Part 1520 or take other enforcement or corrective action.

9. Unless and until I am provided a written release by the Port of Tacoma from this Agreement or any portion of it, all conditions and obligations contained in this Agreement shall apply both during my period of conditional access and at all times thereafter.

10. Each provision of this Agreement is severable. If any administrative or judicial tribunal should find any provision of this Agreement to be unenforceable, all other provisions shall remain in full force and effect.

11. I understand that the Port of Tacoma through the United States Government may seek any remedy available to it to enforce this Agreement, including but not limited to application for a court order prohibiting disclosure of information in breach of this Agreement, imposition of civil penalties, and any other enforcement or corrective action.

12. By granting me conditional access to information in this context, the United States Government does not waive any statutory or common law evidentiary privileges or protections that it may assert in any administrative or judicial proceeding to protect any SSI to which I have been given conditional access under the terms of this Agreement.

13. These restrictions are consistent with and do not supersede, conflict with or otherwise alter the employee obligations, rights or liabilities created by Executive Order 12356; Section 7211 of Title 5, United States Code (governing disclosures to Congress); Section

Date \_\_\_/\_\_\_/\_\_\_ Initial



**To be completed by Port of Tacoma:**

Project or Reason for access

Project Number:

PM/Sponsor

Date:

SSI Administrator Initials:

Date:

Date \_\_/\_\_/\_\_ Initial

Attachment F

Note: This contract indicates all terms and conditions required by Port of Tacoma. All submitting companies agree to this contract, terms and conditions.

Port of Tacoma
CONTRACT FOR

This Contract is made effective (the "Effective Date"), and entered into by and between the Port of Tacoma ("Port"), a Washington municipal corporation; and ("Contractor"), a corporation of the State of , and authorized to do business in the State of Washington.

Table with 2 columns and 6 rows: Contractor Business, Name of Representative, Contractor Address, Contractor Phone, Contractor Fax, Contractor E-mail

WHEREAS, the purpose of this contract is to ; and

WHEREAS, Contractor was selected as a result of a Request for Proposal process initiated 20- and

WHEREAS, funds for this purpose are authorized through Port of Tacoma annual budget;

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance of the scope of work contained herein, as attached and made a part hereof, Port of Tacoma and Contractor mutually agree as follows:

- 1. Entire Agreement: This Contract, including all attachments, amendments and subsequently issued change notices, comprises the entire agreement between The Port and the Contractor.
2. Term of Contract: This contract shall be for five (5) years, with two extensions allowed, at two-years each.
3. Time of Beginning and Completion: Contractor shall begin the work stated in the "Scope of Work" ("work") section upon receipt of written notice to proceed from the Port.
4. Scope of Work: Contractor shall provide the following products and/or services as specified below and/or as attached.

**5. Limits of Sales to Authorized Products and Services**

Contractor has responsibility to limit sales to those products or services authorized within the contract, whether authorized by changes and amendments or stated within the original contract scope. The Contractor is responsible for refusing orders that are not properly authorized by the contract or through other proper Purchase Orders issued by authorized persons from the Port. If the Contractor has consistent sales of unauthorized products or services, the Port reserves the right to use any of the following: terminate the contract in accordance with termination provisions, place the Contractor payments on "hold" for all incoming invoices while the Port determines which are authorized items eligible for payment, and/or refuse certain invoices that contain non-authorized items.

**6. Payment/Payment Procedures**

The Port agrees to compensate as specified herein or attached, in consideration of acceptable Contractor performance. Payment shall only be made for services performed and/or product delivered, after receipt, review, and authorization by the Port. Such payment shall be made according to early payment discount terms, or if no early payment discount is offered, thirty (30) days after the Port's receipt and acceptance of the goods or completion and acceptance of the services. Computation of Payment periods will be from either the date of delivery and acceptance of all goods ordered, the acceptance by the Port of completion of all services, or the date of receipt of a correct invoice, whichever date is later. This section is not intended to restrict partial payments that are specified in the contract. All dollars referenced in this Contract and attachments are US Dollars.

**7. Invoices**

Invoices must show line item detail and price for each. Invoices must provide the Contract or Purchase Order Number. If the pricing structure is based upon a discount below list, or a mark-up above cost, then the Contractor must provide a method for tracking the cost of the item to the Port, with the Port discount calculation displayed so that pricing discounts can be easily tracked and verified by the Port.

For contracts where prevailing wages are required, the Contractor must include a statement that certifies Prevailing Wages have been paid for the Contractor and Subcontractors, if any. If it is to be the final payment there must be an approved affidavit for the Contractor and Subcontractors before payment is made.

**8. Taxes, Fees and Licenses**

A. Fees and Licenses: Contractor shall pay for and maintain in a current status, any license fees, assessments, permit charges, etc., which are necessary for contract performance. It is the Contractor's sole responsibility to monitor and determine any changes or the enactment of any subsequent requirements for said fees, assessments, or charges, and to immediately comply with said changes during the entire term of this Contract. Contractor must pay all custom duties, brokerage or import fees where applicable as part of the contract price. Contractor shall take all-necessary actions to ensure that materials or equipment purchased are expedited through customs.

B. Taxes: Where required by state statute, ordinance or regulation, Contractor shall pay for and maintain in current status all taxes that are necessary for contract performance. Unless otherwise indicated, The Port agrees to pay State of Washington sales or use taxes on all applicable consumer services and materials purchased. No charge by the Contractor shall be made for federal excise taxes and The Port agrees to furnish Contractor with an exemption certificate where appropriate.

C. Contractor is to calculate and enter the appropriate Washington State and local sales tax on the

invoice. Tax computation is to be on new items after deduction of any trade-in, in accordance with WAC 458-20-247.

9. Anti-Trust: Seller and Buyer recognize that in actual economic practice, overcharges resulting from anti-trust violations are in fact borne by the Buyer. Therefore, Seller hereby assigns to the Buyer any and all claims for such overcharges.

#### 10. Pricing

Pricing shall be subject to the following terms. This is in addition to required annual Prevailing Wage adjustments instructions when specified elsewhere within this solicitation. The Contracts and Purchasing representative may exempt these requirements for extraordinary conditions that could not have been known by either party at the time of bid or other circumstances beyond the control of both parties, as determined in the opinion of the Contract Administrator. Changes (whether increases or decreases) may only be issued by the Contract Administrator. No other individual or Port Department has authorization to approve such modifications. The Contract Administrator shall issue price changes in writing. Absent a written contract document, such changes shall not be considered effective. The Change Order shall not require joint signature, and implies concurrence unless the Contractor rejects in writing immediately upon receipt of such a Change Order.

**Requests for Price Decreases:** Contractors can offer volume discounts or improved pricing that is more favorable to the Port at any time, when a specific order is placed or when a long-term change in costs allows the Contractor to offer a permanent change to the contract prices. Requests that reduce pricing charged to the Port may be delivered to Contract Administrator at any time during the contract period. Such price reductions should use the same pricing structure as the original contract (i.e. discounts below list, mark-up above, fixed price, or hourly rates). The Port may likewise initiate a request to the Contractor for price reductions, subject to mutual agreement of the Contractor.

**Requests for Price Increases** must be delivered to Contract Administrator in accordance to the rules below. No other employee may accept a rate increase request on behalf of the Port. Any invoice that is sent to the Port with pricing above that specified by the Port in writing within this Contract or specified within an official written change issued by the Contract Administrator of this contract, shall be invalid. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the Port would seek reimbursement of the overpayment or would withhold such overpayment from future invoices.

**Hourly Rates or Service Pricing:** For multi-year contracts that provide services. The Contractor may submit a price reduction that implements a lower and more favorable cost to the Port at any time during the contract. Contractor requests for rate increases must be no sooner than one year after contract signature, are at the discretion of the Contracts and Purchasing; and must be:

- a. The direct result of increases to wage rates and do not exceed the CPI Index or other appropriate service rate index agreed upon between the Contracts and Purchasing and the Contractor.
- b. Incurred after contract commencement date.
- c. Not produce a higher profit margin than that on the original contract.
- d. Clearly identify the service titles and the hours of service performed if specified within the contract and the before and after wage rates for such titles.
- e. Be filed with Contract Administrator a minimum of 90 calendar days before the effective date of proposed increase.
- f. Be accompanied by detailed documentation acceptable to the Contracts and Purchasing sufficient to warrant the increase.
- g. The United States published indices such as the Consumer Price Index or other government data may be referenced to help substantiate the Contractor's documentation. A link to the CPI Data is available at <http://data.bls.gov/PDQ/outside.jsp?survey=wp>.
- h. The Adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.
- i. Should not deviate from the original contract pricing scheme/methodology

The Port will not be bound by prices contained in an invoice that are higher than those in the contract. Unless the Port has accepted the higher price and amended the contract, otherwise the invoice may be rejected and returned to the Contractor for corrections.

**11. Identification**

Place Contract or Purchase Order numbers on all invoices, packing slips, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written documents affecting the contract or the applicable purchase order number. Packing lists shall be enclosed with each shipment, indicating the contents therein.

**12. Charges for handling**

No charges will be allowed for handling that includes but is not limited to packing, wrapping, bags, containers, or reels, unless otherwise stated herein.

**13. Contract Notices, Deliverable Materials and Invoices Delivery**

The Port of Tacoma agent for Contract changes shall be the Port of Tacoma Contracts and Purchasing named below, hereinafter referred to as "Contract Administrator." Contract notices such as change requests, shall be delivered to Contract Administrator at the following addresses (or such other address as either party may designate in writing):

**If delivered by the U.S. Postal Service, it must be addressed to:**

Sharon Rothwell  
Port of Tacoma  
Contracts and Purchasing  
PO Box 1837  
Tacoma, WA 98401-1837

**If delivered by other than the U.S. Postal Service, it must be addressed to:**

Sharon Rothwell  
Port of Tacoma  
Contracts and Purchasing  
1 Sticum Plaza  
Tacoma, WA 98421

Phone: (253) 592-6758  
Fax: (253) 597-7573  
E-Mail: [srothwell@portoftacoma.com](mailto:srothwell@portoftacoma.com)

Project work, invoices, and communications shall be delivered to [cpinvoices@portoftacoma.com](mailto:cpinvoices@portoftacoma.com) or the Port Property Manager:

Port of Tacoma, Real Estate  
Attention: Sandy Miller, Property Manager  
Address: PO Box 1837  
Tacoma, WA 98401-1837  
Phone: (253) 306-7666  
E-mail: [smiller@portoftacoma.com](mailto:smiller@portoftacoma.com)

**14. Representations**

Contractor represents and warrants that it has the requisite training, skill and experience necessary to provide Work and is appropriately accredited and licensed by all applicable agencies and governmental entities.

**15. Warranties**

Contractor warrants that articles supplied under this order conform to specifications herein and are fit

for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must also be fit for that particular purpose.

The Contractor shall warrant all materials and workmanship delivered under any resulting contract to be free from defects, damage, or failure for a minimum of ninety (90) days after the date of final acceptance and without cost to the Port for labor, materials, parts, installation, or any other costs except where longer periods of warranty of guarantees are specified.

**16. Independent Contractor**

An independent Contractor relationship is created by this contract. The Seller or its employees or agents performing under this contract are not employees or agents of the Port of Tacoma. Conduct and control of the work will be solely with the Seller.

**17. Inspection**

The Work shall be subject, at all times, to inspection by and with approval of the Port, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Work in accordance with this Contract, notwithstanding The Port's knowledge of defective or noncomplying performance, its substantiality or the ease of its discovery. Contractor shall provide sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

**18. Title, Risk of Loss, Freight, Overages or Underage's**

Title of goods received under this contract shall remain with the Contractor until they are delivered to the address specified, at which time title passes to The Port. Regardless of FOB point, Contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release Contractor from any obligations under. Prices include freight prepaid and allowed. Contractor assumes the risk of every increase, and receives the benefit of every decrease, in delivery rates and charges. Shipments shall correspond with the Contract; any unauthorized advance or excess shipment is returnable at Contractor's expense.

**19. Performance**

Acceptance by The Port of unsatisfactory performance with or without objection or reservation shall not waive the right to claim damage for breach, or terminate the contract, nor constitute a waiver of requirements for satisfactory performance of any obligation remaining to be performed by Contractor.

**20. Affirmative Efforts for Utilization of Women and Minority Subcontracting and Employment, Nondiscrimination in providing services**

Employment Actions: Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to employment, upgrading, promotion, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training.

**21. Assignment and Subcontracting**

Contractor shall not assign or subcontract any of its obligations under this Contract without the Port's written consent, which may be granted or withheld in The Port's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Contract. The Port's consent to any assignment or subcontract shall not release the Contractor from liability under this Contract, or from any obligation to be performed under this Contract, whether occurring before or after such consent, assignment, or subcontract.

**22. Key Persons and Subcontractors**

Contractor shall not transfer, reassign, or replace any individual or Subcontractor that is determined to be essential, without express written consent of the Port. If during the term of this Contract, any such individual leaves the Contractor's employment or any named Subcontractor is terminated for any reason, the Contractor shall notify the Port and seek approval for reassignment or replacement with an alternative individual or Subcontractor. Upon the Port's request, the Contractor shall present to The Port, one or more Subcontractors, or individual(s) with greater or equal qualifications as a replacement. The Port's approval or disapproval shall not be construed to release the Contractor from its obligations under this Contract.

**23. Publicity**

No news release, advertisement, promotional material, tour, or demonstration related to The Port's purchase or use of the Contractor's product or services performed pursuant to this Contract shall be produced, distributed, or take place, without the prior, specific written approval of the Port's Project Manager or his/her designee.

**24. Proprietary and Confidential Information**

A. Contractor understands that any records (including but not limited to bid or proposal submittals, the Agreement, and any other contract materials) it submits to the Port, or that are used by the Port even if the Contractor possesses the records, are public records under Washington State law, RCW Chapter 42.56. Public records must be promptly disclosed upon request unless a statute exempts them from disclosure. The Contractor also understands that even if part of a record is exempt from disclosure, the rest of that record generally must be disclosed.

B. If the Port receives a public disclosure request made pursuant to RCW 42.56, the Port will not assert an exemption from disclosure on behalf of the Contractor. For materials that the Contractor has properly marked, the Port may notify the Contractor of the request and postpone disclosure for ten business days to allow the Contractor to file a lawsuit seeking an injunction preventing the release of documents pursuant to RCW 42.56.540. Providing any notification is a courtesy and is not an obligation on behalf of the Port. Unless the Contractor obtains and serves an injunction upon the Port before the close of business on the tenth business day after the date of the notification, the Port may release the documents. It is the Contractor's discretionary decision whether to file the lawsuit.

C. If the Contractor does not obtain and serve an injunction upon the Port within 10 business days of the date of the Port's notification of the request, the Contractor is deemed to have authorized releasing the record.

D. The Contractor will fully cooperate with the Port in identifying and assembling records in case of any public disclosure request.

**25. General Legal Requirements**

A. General Requirement: Contractor, at no expense to The Port, shall comply with all applicable laws of the United States and the State of Washington; the Charter and ordinances of The Port; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof. Without limiting the generality of this paragraph, the Contractor shall specifically comply with the following requirements of this section.

B. Licenses and Similar Authorizations: Contractor, at no expense to The Port, shall secure and maintain in full force and effect during the term of this Contract all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

C. Taxes: The Contractor shall pay, before delinquency, all taxes, import duties, levies, and assessments arising from its activities and undertakings under this Contract; taxes levied on its

property, equipment and improvements; and taxes on the Contractor's interest in this Contract

**26. American with Disabilities Act**

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Contract. In particular, if the Contractor is providing services, programs or activities to The Port employees or members of the public as part of this Contract, the Contractor shall not deny participation or the benefits of such services, programs, or activities, to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Contract.

**27. OSHA/WISHA**

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Acts of 1970 (OSHA), as may be amended. If the Contractor has a workplace within the State of Washington, the Washington Industrial Safety and Health Act of 1973 (WISHA), as may be amended, and the standards and regulations issued thereunder and certifies that all items furnished and purchased under this order will conform to and comply with said standards and regulations. Contractor further agrees to indemnify and hold harmless purchaser from all damages assessed against purchaser as a result of Contractor's failure to comply with the acts and standards thereunder and for the failure of the items furnished under this order to so comply.

**28. Contract Work Hours and Safety Standards**

For all contracts that employ mechanics or laborers, the Contractor and all subs shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each Contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provide that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**29. Prevailing Wage Requirements**

n) If this contract has a category of work subject to prevailing wages, as required by RCW 39.12 (Prevailing Wages on Public Works) and RCW 49.28 (Hours of Labor) as amended or supplemented, Contractor shall be responsible for compliance by the Contractor and all Subcontractors.

o) Filing Your Intent: The awarded Contractor and all Subcontractors shall file Intent to Pay Prevailing Wage Form concurrent with the execution of the contract.

- To do so, the Contractor and any of their Subcontractors will require a Contract Number and Start Date. The Contract Administrator will tell you the Contract Number; the start date is the date your contract is signed.
- The Contractor shall then promptly submit the Intent to the Department of Labor & Industries (L&I) for approval.
- The Contractor also shall require any Subcontractor to also file Intent with L&I.
- This must be done online at the L&I website:  
<http://www.lni.wa.gov/TradesLicensing/PrevWage/default.asp>.
- If unable to file on-line, a paper copy of the approved Intent shall instead be promptly provided to the Contract Administrator.
- The Contractor shall notify the Contract Administrator of the Intents that are filed by both the Contractor and all subs,

p) Contractor and any Subcontractor shall not pay any laborer, worker or mechanic less than the

prevailing hourly wage rates that were in effect at the time of bid opening for the worker classifications that is provided for under Prevailing Wages as issued by the State of Washington for the County in which the work shall be performed.

- q) Vocationally handicapped workers, i.e. those individuals whose earning capacity is impaired by physical or mental deficiency or injury, may be employed at wages lower than the established prevailing wage. The Fair Labor Standards Act requires that wages based on individual productivity be paid to handicapped workers employed under certificates issued by the Secretary of Labor. These certificates are acceptable to the Department of Labor and Industries. Sheltered workshops for the handicapped may submit a request to the Department of Labor and Industries for a special certificate, which would, if approved, entitle them to pay their employees at wages, lower than the established prevailing wage.
- r) In certain situations, an Intent to Pay Prevailing wages shall be filed with the L&I and the Buyer, but the Contractor may indicate an exception on the Intent form that exempts the prevailing wages rates for the following:
  - Sole owners and their spouse;
  - Any partner who owns at least 30% of a partnership;
  - The president, vice-president, and treasurer of a corporation if each one owns at least 30% of the corporation; and
  - Workers regularly employed on monthly or per diem salary by state or any political subdivision created by its laws.
- s) Prevailing Wage rates in effect at the time of bid opening are attached. These wages remain in effect for the duration of this contract, except for annual adjustments required by this agreement for multi-year contracts (where contract is longer than one year) and for building service maintenance (janitorial, waxers, shampooers, and window cleaners).
- t) It is the sole responsibility of the Contractor to assign the appropriate classification and associate wage rates to all laborers, workers or mechanics that perform any work under this contract, in conformance with the scope of work descriptions of the Industrial Statistician of the Washington State Department of Labor and Industries.
- u) With each invoice, Contractor will attach or write a statement that wages paid were compliant to applicable Prevailing Wage rates, including the Contractor and any Subcontractors.
- v) Upon contract completion, Contractor shall file the Affidavit of Wages Paid (form L700-007-000) approved by the Industrial Statistician of Washington L&I. This may be performed on-line if the Contractor has initiated the original Intent to Pay Prevailing Wage process on line. The receipt of the approved affidavit is required before The Port can pay the final invoice. The Port may withhold payment on any invoice due the Contractor until the approved affidavit is received.
- w) The Contractor shall also ensure that each Subcontractor likewise files an Affidavit.
- x) The Contractor shall notify the Contracts and Purchasing and provide a copy of the Affidavit(s).
- y) For jobs above \$10,000, Contractor is required to post for employees' inspection, the Intent form including the list of the labor classifications and wages used on the project. This may be posted in the nearest local office, for road construction, sewer line, pipeline, transmission line, street or alley improvement projects as long as the employer provides a copy of the Intent form to the employee upon request.
- z) In the event any dispute arises as to what the prevailing wages are for this Contract, and the dispute cannot be solved by the parties involved, the matter shall be referred to the Director of the Department of Labor and Industries of the State of Washington. In such case, the Director's decision shall be final, conclusive and binding on all parties. If the dispute involves a federal

prevailing wage rate, the matter shall be referred to the U.S. Secretary of Labor for a decision. In such case, the Secretary's decision shall be final, conclusive and binding on all parties.

**Prevailing Wage rate changes for Service Contracts greater than one year in duration:**

- e) This provision only applies to service contracts that continue beyond a single year in duration, including building service maintenance contracts (janitorial service Contractors and work performed by janitors, waxers, shampooers, and window cleaners) and to multi-year service contracts.
- f) Contractor and any Subcontractor must pay at least the prevailing wage rates that were in effect at time of bid throughout the duration of the contract.
- g) Each contract anniversary thereafter, Contractor and any Subcontractors shall review the then current Prevailing Wage Rates. The Contractor shall increase wages paid if required to meet no less than the current wage rates in effect at the time of the contract anniversary.
- h) Any price or rate increases made as a result of a change in the prevailing wages will be compensated by the Port on a pass through basis if the Contract requests a price increase in accordance with the price increase request requirements provided elsewhere in this contract. The Contractor must follow the contract instructions for pricing increases, notifying the Contracts and Purchasing at least 45 days prior to the contract anniversary date of any resulting price increase and documenting the increase.

**30. Indemnification**

To the extent permitted by law, the Contractor shall protect, defend, indemnify and hold the Port harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, or trademark, or trade secret arising out of the work performed or goods provided under this Contract, or the Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of the Port . As to the Port of Tacoma, the Contractor waives any immunity it may have under RCW Title 51 or any other Worker's Compensation statute. The parties acknowledge that this waiver has been negotiated by them, and that the contract price reflects this negotiation.

**31. Insurance.**

Contractor shall maintain at its own expense at all times during the term of this Contract the following insurance, as well as any other additional coverage requirements issued by the Port .

- 1. The Contractor shall procure and maintain during the life of this contract such insurance. It as shall protect it from claims or damages for bodily injury, including death resulting therefrom as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by itself, its agents, or by anyone directly or indirectly employed by either of them.
- 2. Certificates of all insurance shall be filed with the Port of Tacoma naming the Port of Tacoma as additional insured, and shall provide:
  - c. That the policies shall not be canceled or the amount thereof reduced, without thirty- days (30) prior written notice to the Port of Tacoma, and
  - d. That thirty-day (30) prior written notice shall also be given if the policy is not to be renewed at the scheduled expiration date.
- 3. The amount of such insurance shall not be less than:  
Commercial General Liability Insurance, on an occurrence basis, including contractual liability and completed operations, in an amount of not less than One Million Dollars

- c. (\$1,000,000.00) for bodily injury, including sickness, disease, and death at any time resulting therefrom, sustained by any person and for property damage;
  - d. Business Auto Insurance in an amount of not less than One Million Dollars (\$1,000,000.00) for damages because of bodily injury or property damage;
4. The Contractor shall procure and maintain insurance in accordance with the requirements of all applicable State and Federal Worker's Compensation Laws. Contractor shall furnish to the Port of Tacoma evidence of such insurance, including Employers Contingent Liability (Stop Gap) Insurance.

**32. Contractual Relationship**

The relationship of Contractor to The Port by reason of this Contract shall be that of an independent Contractor. This Contract does not authorize Contractor to act as the agent or legal representative of The Port for any purpose whatsoever. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of The Port or to bind The Port in any manner or thing whatsoever.

**33. Federal Debarment for Primes and all Subcontractors**

Contractor shall immediately notify the Port of any suspension or debarment or other action that excludes the Contractor and any Subcontractor from participation in Federal contracting. Contractor shall verify all Subcontractors that are intended and/or used by the Contractor for performance of Port work are in good standing and are not debarred, suspended, or otherwise ineligible by the Federal Government. Debarment shall be verified at System for Award Management <https://www.sam.gov/portal/public/SAM/>. The Contractor shall keep proof of such verification within the Contractor records.

**34. Supervision and Coordination**

Contractor shall:

- Competently and efficiently, supervise and direct the implementation and completion of all contract requirements specified herein;
- Designate in its bid or proposal to The Port, a representative(s) with the authority to legally commit Contractor's firm. All communications given or received from the Contractor's representative shall be binding on the Contractor; and
- Promote and offer to Purchasers only those materials, equipment, and/or services as stated herein and allowed for by contractual requirements. Violation of this condition will be grounds for contract termination.

**35. No Conflict of Interest**

Contractor confirms that Contractor does not have a business interest or a close family relationship with any Port officer or employee who was, is, or will be involved in the Contractor selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

**36. No Gifts or Gratuities**

Contractor shall not directly or indirectly offer anything of value (such as retainers, loans, entertainment, favors, gifts, tickets, trips, favors, bonuses, donations, special discounts, work or meals) to any Port employee, volunteer or official, that is intended, or may appear to a reasonable person to be intended, to obtain or give special consideration to the Contractor.

**37. Errors & Omissions: Correction**

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by or on the behalf of the Contractor under this Contract. The Contractor, without additional compensation, shall correct or revise any errors or omissions in the designs, drawings, specifications, and/or other Contractor services immediately upon notification by The Port. The obligation provided for in this section with respect to any acts or omissions during the term of this Contract shall survive any termination or

expiration of this Contract and shall be in addition to all other obligations and liabilities of the Contractor.

### 38. Intellectual Property Rights

**Patents:** Contractor hereby assigns to The Port all rights in any invention, improvement, or discovery, together with all related information, including but not limited to, designs, specifications, data, patent rights and findings developed in connection with the performance of Contract or any subcontract hereunder. Notwithstanding the above, the Contractor does not convey to The Port, nor does The Port obtain, any right to any document or material utilized by Contractor that was created or produced separate from this Contract or was preexisting material (not already owned by The Port), provided that the Contractor has clearly identified in writing such material as preexisting prior to commencement of the Work. To the extent that preexisting materials are incorporated into the Work, the Contractor grants The Port an irrevocable, non-exclusive, fully paid, royalty-free right and/or license to use, execute, reproduce, display, and transfer the preexisting material, but only as an inseparable part of the Work.

**Copyrights:** For materials and documents prepared by Contractor in connection with the Work, Contractor shall retain the copyright (including the right of reuse) whether or not the Work is completed. Contractor grants to The Port a non-exclusive, irrevocable, unlimited, royalty-free license to use every document and all other materials prepared by the Contractor for The Port under this Contract. If requested by The Port, a copy of all drawing, prints, plans, field notes, reports, documents, files, input materials, output materials, the media upon which they are located (including cards, tapes, discs and other storage facilities), software programs or packages (including source code or codes, object codes, upgrades, revisions, modifications, and any related materials) and/or any other related documents or materials which are developed solely for, and paid for by, the Port in connection with the performance of the Work, shall be promptly delivered to the Port .

The Port may make and retain copies of such documents for its information and reference in connection with their use on the project. The Contractor does not represent or warrant that such documents are suitable for reuse by The Port, or others, on extensions of the project, or on any other project. Contractor represents and warrants that it has all necessary legal authority to make the assignments and grant the licenses required by this Section.

### 39. Interlocal Cooperation Act

RCW 39.34 allows cooperative purchasing between public agencies, and other political subdivisions. SMC 20.60.100 also allows nonprofits to use these agreements. If a public agency files or has filed an Intergovernmental Cooperative Purchasing Agreement with the Port of Tacoma, those agencies are eligible to purchase from Contracts established by the Port. Such agencies may ask Port of Tacoma Contractors to accept orders from the agency, citing the Port of Tacoma contract as the basis for the order. The Contractor may accept or decline such orders. If the Contractor accepts an order from another public agency using the Port of Tacoma contract as the basis, the Contractor agrees to sell additional items at the contract prices, terms, and conditions. The Port of Tacoma accepts no responsibility for the payment of the purchase price by other governmental agencies.

### 63. Expansion

Expansion of any resultant contract or Purchase Order may occur as allowed below. A modification may be considered per the criteria and procedures below, for any ongoing unexpired Contract. Likewise, a one-time Purchase Order may be modified if the bid reserved the right for additional orders to be placed within a specified period of time, or if the project or body of work associated with a Purchase Order is still active. Modifications must be mutually agreed to. The only person authorized to make such agreements on behalf of the Port is the Contract Administrator. No other Port employee is authorized to make such written notices. Expansions must be issued in writing from Contract Administrator in a formal notice. The Contract Administrator will ensure the expansion meets the following criteria:

- (a) It could not be separately bid,
- (b) The change is for a reasonable purpose,

- (c) The change was not reasonably known to either the Port or Contractors at time of bid or else was mentioned as a possibility in the bid (such as a change in environmental regulation or other law);
- (d) The change is not significant enough to be reasonably regarded as an independent body of work;
- (e) The change could not have attracted a different field of competition; and
- (f) The change does not vary the essential identity or main purpose of the contract.

The Contract Administrator shall make this determination, and may make exceptions for immaterial changes, emergency or sole source conditions, or for other situations as required.

Note: changes, which are not considered an expansion of scope, including an increase in quantities ordered the exercise of options and alternates in the bid, or ordering of work originally identified within the originating solicitation. If such changes are approved, changes are conducted as a written order issued by Contract Administrator to the Contractor.

#### **64. Disputes**

If a dispute arises relating to this Agreement and cannot be settled through direct discussions, the parties agree to endeavor to settle the dispute through a mediation firm acceptable to both parties, the cost of which shall be divided equally. The Port reserves the right to join any dispute under this Agreement with any other claim in litigation or other dispute resolution forum, and the Contractor agrees to such joinder, so that all disputes related to the project may be consolidated and resolved in one forum. Venue for any litigation shall be the Pierce County Superior Court of the state of Washington and the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.

#### **65. Termination**

- A. For Cause: The Port may terminate this Contract if the Contractor is in material breach of any of the terms of this Contract, and such breach has not been corrected to The Port's reasonable satisfaction in a timely manner.
- B. For Port's Convenience: The Port may terminate this Contract at any time, without cause and for any reason including The Port's convenience, upon written notice to the Contractor.
- C. Non-appropriation of Funds: The Port may terminate this Contract at any time without notice due to non-appropriation of funds, whether such funds are local, state or federal grants, and no such notice shall be required notwithstanding any notice requirements that may be agreed upon for other causes of termination.
- D. Acts of Insolvency: The Port may terminate this Contract by written notice to Contractor. If the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law whether domestic or foreign, or is wound up or liquidated, voluntarily or otherwise.
- E. Notice: The Port is not required to provide advance notice of termination. Notwithstanding, the Contract Administrator may issue a termination notice with an effective date later than the termination notice itself. In such case, the Contractor shall continue to provide products and services as required by the Contract Administrator until the effective date provided in the termination notice.
- F. Actions Upon Termination: In the event of termination not the fault of the Contractor, Contractor shall be paid for the services properly performed prior to the effective termination date that has been specified by the Contract Administrator, together with any reimbursable expenses then due, but in no event shall such compensation exceed the maximum

compensation to be paid under the Contract. Contractor agrees that this payment shall fully and adequately compensate Contractor and all Subcontractors for all profits, costs, expenses, losses, liabilities, damages, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Contract. Upon termination for any reason, Contractor shall provide The Port with the most current design documents, contract documents, writings and other product it has completed to the date of termination, along with copies of all project-related correspondence and similar items. The Port shall have the same rights to use these materials as if termination had not occurred.

#### **66. Force Majeure – Suspension and Termination**

This section applies in the event that either party is unable to perform the obligations of this contract because of a Force Majeure event as defined herein, to the extent that the Contract obligations must be suspended in full. A Force Majeure event is an event that prohibits performance and is beyond the control of the party. Such events may include natural or man-made disasters, or an action or decree of a superior governmental body, which prevents performance.

Should either party suffer from a Force Majeure event and is unable to provide performance, such party shall give notice to the remaining party as soon as practical and shall do everything possible to resume performance.

Upon receipt of such notice, the party shall be excused from such performance as is affected by the Force Majeure Event for the period of such Event. If such Event affects the delivery date or warranty provisions of this Agreement, such date or warranty period shall automatically be extended for a period equal to the duration of such Event.

#### **67. Workers Right to Know**

“Right to Know” legislation required the Department of Labor and Industries to establish a program to make employers and employees more aware of the hazardous substances in their work environment. WAC 296-839-300 requires among other things that all manufacturers/distributors of hazardous substances, including any of the items listed on this RFP or contract bid and subsequent award, must include with each delivery completed Material Safety Data Sheets (MSDS) or Safety Data Sheets (SDS) for each hazardous material. Additionally, each container of hazardous material must be appropriately labeled with: the identity of the hazardous material, appropriate hazardous warnings, and the Name and Address of the chemical manufacturer, improper, or other responsible party.

Labor and Industries may levy appropriate fines against employers for noncompliance and agencies may withhold payment-pending receipt of a legible copy of the MSDS/SDS. OSHA Form 20 is not acceptable in lieu of this requirement unless it is modified to include appropriate information relative to “carcinogenic ingredients: and “routes of entry” of the product(s) in question.

#### **68. Miscellaneous Provisions**

- A. Amendments: No modification of this Contract shall be effective unless in writing and signed by an authorized representative of the Port, except as otherwise authorized herein. The Port shall issue change notices to Contractor, and such notices shall take effect under the signature of the Port unless written objection of the notice is received by the Contractor upon their receipt of the change notice.
- B. Conflict: In the event of conflict between contract documents and applicable laws, codes, ordinances or regulations, the most stringent or legally binding requirement shall govern and be considered a part of this contract to afford The Port the maximum benefits.
- C. Liens, Claims and Encumbrances: All materials, equipment, or services shall be free of all liens, claims or encumbrances of any kind and if The Port requests a formal release of same shall be delivered to The Port.

- D. **Binding Contract:** This Contract shall not be binding until signed by both parties. The provisions, covenants and conditions in this Contract shall bind the parties, their legal heirs, representatives, successors, and assigns.
- E. **Applicable Law/Venue:** This Contract shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for Pierce County, Washington
- F. **Remedies Cumulative:** Rights under this Contract are cumulative and nonexclusive of any other remedy at law or in equity.
- G. **Captions:** All titles, including sections or subsections, are for convenience only and do not define or limit the contents.
- H. **Severability:** Any term or provision of this Contract found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Contract.
- I. **Waiver:** No covenant, term, or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed. Any waiver of the breach of any covenant, term, or condition shall not be deemed to be a waiver of any preceding or succeeding breach of the same or any other covenant, term or condition. Neither, the acceptance by the Port of any performance by the Contractor after the time the same shall have become due nor payment to the Contractor for any portion of the Work, shall constitute a waiver by the Port of the breach or default of any covenant, term or condition unless otherwise this is expressly agreed to by The Port, in writing. The Port 's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the Port 's waiver of any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type.
- J. **Entire Contract:** This document, along with any attachments and work orders, constitutes the entire agreement between the parties with respect to the Work. No verbal agreement or conversation between any officer, agent, associate or employee of The Port and any officer, agency, employee or associate of the Contractor prior to the execution of this Contract shall affect or modify any of the terms or obligations contained in this Contract.
- K. **Negotiated Contract:** The parties acknowledge that this is a negotiated Contract, that they have had the opportunity to have this Contract reviewed by respective legal counsel, and that terms and conditions are not construed against any party on the basis of such party's draftsmanship thereof.
- L. **No personal liability:** No officer, agent or authorized employee of the Port shall be personally responsible for any liability arising under this Contract, whether expressed or implied, nor for any statement or representation made herein or in any connection with this Contract.

IN WITNESS WHEREOF, in consideration of the terms, conditions, and covenants contained herein, or attached and incorporated and made a part hereof, the parties have executed this Contract by having their authorized representatives affix their signatures below.

(Contractor)

**Port of Tacoma**

By \_\_\_\_\_  
Signature Date

By \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
(Printed Name)

Sharon Rothwell  
Manager, Purchasing and Supplier Diversity

\_\_\_\_\_  
Title

Attachment G

Bid Bond

KNOW ALL MEN BY THESE PRESENTS:

That we, as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the PORT 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 assignees, jointly and severally, by these present.

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 dully 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 the 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 \_\_\_\_\_ 2013

BY \_\_\_\_\_

Principal

BY \_\_\_\_\_

Surety

\_\_\_\_\_  
Agent and address

Note: Bidder may submit Surety's bid bond form, provided it is made out in the name of the Port of Tacoma, and that the agents name and address appear as specified.

Attachment H  
 State of Washington  
 Department of Labor & Industries  
 Prevailing Wage Section - Telephone 360-902-5335  
 PO Box 44540, Olympia, WA 98504-4540

**Washington State Prevailing Wage**

The PREVAILING WAGES listed here include both the hourly wage rate and the hourly rate of fringe benefits. On public works projects, worker's wage and benefit rates must add to not less than this total. A brief description of overtime calculation requirements are provided on the Benefit Code Key.

**Journey Level Prevailing Wage Rates for the Effective Date:  
 10/24/2013**

<u>County</u>	<u>Trade</u>	<u>Job Classification</u>	<u>Wage</u>	<u>Holiday</u>	<u>Overtime</u>	<u>Note</u>
Pierce	<u>Building Service Employees</u>	Janitor	\$9.37		<u>1</u>	
Pierce	<u>Building Service Employees</u>	Shampooer	\$10.08		<u>1</u>	
Pierce	<u>Building Service Employees</u>	Waxer	\$10.08		<u>1</u>	
Pierce	<u>Building Service Employees</u>	Window Cleaner	\$13.22		<u>1</u>	

**For Benefit Code Key see link below:**

<http://lni.wa.gov/prevailingwage/BenCodes/20132/BenefitCodeKey08312013.pdf> **Exhibit 1**

## BUILDING INFORMATION (Administration Building)

<b>Property Manager:</b>	Sandy Miller
<b>Building:</b>	Administration Building 1 Sitcum Plaza, Tacoma, WA 98421
<b>Building Height:</b>	2 stories
<b>Building Population:</b>	+/- 150
<b>Official Building Occupancy Hours:</b>	Monday- Friday Hours 8AM- 5PM
<b>Gross square feet:</b>	approx. 42,000 sf.
<b>Total usable SF</b>	approx. 23,500 sf.

Note: all measurements and item counts are approximate and are not guaranteed 100% accurate.

	<b><u>Carpet floor</u></b>	<b><u>Tile floor</u></b>	<b><u>Ceramic Tile</u></b>
Building Flooring	+/-3174 sf.	+/- 1387 sf.	+/- 978 sf.

	<b><u># of rooms</u></b>
Offices, conference, rooms, training etc.	+/-28
Restrooms	+/-4 (2 per floor)
Kitchens/Kitchenettes	+/-3 (1 on 1 <sup>st</sup> floor, 2 on the 2 <sup>nd</sup> Floor)
Janitorial closet	+/-2 (1 per floor)
Cubicles 8x8	+/-113
Cubicles 8x10	+/-5
Cubicles 8x6	+/-2
Cubicles 8x16	+/-1
Cubicles 12x8	+/-14

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	<b><u># of Items</u></b>
Number of Glass windows & doors	+/-183 - windows, 24 doors
Other Interior glass around stairs and atrium -	+/-100- pieces of glass
Stairs: 3 Stair cases in the building with 2 flights each	
Atrium stairs (2 each)	+/-19 steps each @ 4'8" wide w/ 2 each landings @ 5'7" X 4'8"
Back Stairs (1 each)	+/-19 steps each @ 3'7" wide w landing 7'8" X 3'6"
Elevators (5x5'6")	1 each
Fixtures	34 (sinks, toilets, urinals, showers)
Stone Gardens	2 each

**Trash/recycling to be taken to: Containers at the back entryway of the building**

**Scheduling of Janitorial work:** All work must be performed between the hours of 6:00 PM – 11:00 PM Monday through Friday excluding Port Holidays. All periodic work not performed during the scheduled hours above must be approved in advance by the Property Manager.

## Exhibit 2

### BUILDING INFORMATION (Maintenance Building)

<b>Property Manager:</b>	Sandy Miller
<b>Building:</b>	Maintenance Building 802 Port Center Rd Tacoma, WA 98421
<b>Building Height:</b>	2 stories
<b>Building Population:</b>	+/- 70
<b>Official Building Occupancy Hours:</b>	This is a 24/7 operation with the bulk of the employees working Monday- Friday 7:30 AM – 4:00 PM.

Note: all measurements and item counts are approximate and are not guaranteed 100% accurate. See the attached floor plans

Building Flooring is primarily concrete interspersed with vinyl tile or sheet flooring. The maintenance administrative area on the second floor is primarily carpeted (approximately +/-3200 sf.). Stairways are tiled.

	<u># of /rooms</u>
Offices, conference, rooms, training etc.	+/-11
Storage	+/-1
Restrooms	+/-5
Kitchens/Kitchenettes	+/-2
Break room/ Lunch room	+/-2
Cubicles	+/-20

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Number of windows	+/-15
Flights of Stairs	+/- 4
Fixtures	+/- 15
Glass in entryway	+/- 1 est. 128 sf. of glass

**Trash/recycling to be taken to:** Dumpster on site.

**Scheduling of Janitorial work:** All work must be performed between the hours of 4:30 PM – 11:00PM Monday through Friday excluding Port Holidays. All periodic work not performed during the scheduled hours above must be approved in advance by the Property Manager

**Exhibit 3**

**BUILDING INFORMATION (Recreation Center)**

**Property Manager:** Sandy Miller

**Building:** Recreation Center  
2144 Port of Tacoma Rd  
Tacoma, WA 98421

**Building Height:** 1 story

**Building Population:** Varies

**Official Building Occupancy Hours:** Monday - Friday – hours are various

Note: all measurements and item counts are approximate and are not guaranteed 100% accurate.

	<u>Carpet floor</u>	<u>Tile floor</u>
Building Flooring	+/-1750 sf.	+/-1162 sf.
	<u># of /rooms</u>	
Storage	+/-1	
Restrooms/locker rooms	+/-4	
Office	+/-1	
Workout room	+/-1	
Yoga area	+/-1	
<hr/>		
Number of windows	+/-3	
Fixtures	+/-6	

**Trash/recycling to be taken to:** Collection area at Administration Building at 1 Sitcum Way

**Scheduling of Janitorial work:** All work must be performed between the hours of 6 PM - 11 Monday through Friday excluding Port Holidays. All periodic work not performed during the scheduled hours above must be approved in advance by the Property Manager

## Exhibit 4

### BUILDING INFORMATION (Fabulich Center)

<b>Property Manager:</b>	Sandy Miller
<b>Building:</b>	The Fabulich Center 3600 Port of Tacoma Rd. Tacoma, WA 98421
<b>Building Height:</b>	5 stories
<b>Building Population:</b>	+/-150
<b>Official Building Occupancy Hours:</b>	Monday - Friday 8:00 AM-5:00 PM One occupant has a 24/7 operation
<b>Gross square feet:</b>	75,000 sf.
<b>Useable SF</b>	58,900 sf

Port to provide monthly occupancy report to identify areas not to be cleaned.

Note: all measurements and item counts are approximate and are not guaranteed 100% accurate.

#### Building Flooring

Tile	+/-1300 sf.
Carpet	+/-50,000 sf. (excluding 4 <sup>th</sup> Floor)

Note floor coverings may change as tenants change in the building.

#### # of rooms

Offices, conference, rooms, training etc.	+/-159 (office configuration may change as tenants change)
Janitorial Storage	+/- 5
Restrooms	+/-10
Kitchens/Kitchenettes	+/- 3
Stairwells	+/- 2

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#### # of Items

Square Feet of windows	+/- 12000 SF
Interior glass- main entry	2 double glass doors +/- 26 small windows 4 large windows
Flights of Stairs	2 each stair wells with
Elevators	2 each
Fixtures (Kitchen) Floor 1	+/- 3 kitchens w/ total of +/-3 sinks & +/-2 refrigerators

Fixtures (Restrooms, 2 per floor)	<b>Total per floor</b>
Floor 1	+/- 10 Fixtures
Floor 2	+/- 8 Fixtures
Floor 3	+/- 8 Fixtures
Floor 4	+/- 10 Fixtures
Floor 5	+/- 10 Fixtures
Glass doors/sidelights (entries)	
Floor 1	+/- 2
Floor 2	+/- 7
Floor 3	+/- 9
Floor 4	excluded
Floor 5	+/- 6

**Trash/recycling to be taken to:** a dumpster collection area adjacent to the building

**Scheduling of Janitorial work:** All work must be performed between the hours of 5 PM – 11:00 PM Monday through Friday excluding Port Holidays. All periodic work not performed during the scheduled hours above must be approved in advance by the Property Manager.

**Exhibit 5**  
**BUILDING INFORMATION (Main Gate Guard House)**

**Property Manager:** Sandy Miller

**Building:** Main Gate House  
1070 Port of Tacoma Rd.  
Tacoma, WA 98421

**Building Height:** 1 story

**Building Population:** 1-2 per shift 24/7 operations

**Official Building Occupancy Hours:** 24/7

Note: all measurements and item counts are approximate and are not guaranteed 100% accurate.

Building Flooring	<u><b>Tile floor</b></u> 82 sf.
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Rooms	<u><b># of /rooms</b></u> +/-1
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Number of windows	+/-5
Glass sliding door	+/-1
Man door w/ window	+/-1

**Trash/recycling to be taken to:** Maintenance facility dumpster at 802 Port Center Road

**Scheduling of Janitorial work:** All work to be performed after 5 PM Monday through Friday excluding Port Holidays. All periodic work not performed during the scheduled hours above must be approved in advance by the Property Manager

**Exhibit 6**

**BUILDING INFORMATION (Blair Gate Guard House)**

**Property Manager:** Sandy Miller

**Building:** Blair Gate  
3010 Marshall Ave  
Tacoma, WA 98421

**Building Height:** 1 story

**Building Population:** 1-2

**Official Building Occupancy Hours:** Opens intermittently as ships are in Port.  
Will need to coordinate with Port Security to gain access.

Note: all measurements and item counts are approximate and are not guaranteed 100% accurate.

Building Flooring	<b><u>Tile floor</u></b> +/-101 sf.
rooms	<b><u># of /rooms</u></b> +/- 1
<hr/>	
Number of windows	+/- 3
Sliding Glass door	+/- 1
Man door w/ window	+/- 1
Microwave	+/- 1

**Trash/recycling to be taken to:** Collection container near the guard house.

**Scheduling of Janitorial work:** All work performed as requested must be performed after 3:30PM Monday through Friday excluding Port Holidays.

**Exhibit 7**

**BUILDING INFORMATION (EB1 Gate Guard House)**

**Property Manager:** Sandy Miller

**Building:** EB 1 Gate Guard House  
2340 Alexander.  
Tacoma, WA 98421

**Building Height:** 1 story

**Building Population:** 1-2

**Official Building Occupancy Hours:** Monday- Friday Hours 7:00 AM – 5:00 PM

Note: all measurements and item counts are approximate and are not guaranteed 100% accurate.

Building Flooring	<b>Vinyl floor</b> +/- 232 Sf.
	<b><u># of /rooms</u></b>
Rooms	+/-2
Restrooms	+/-1
Kitchenette	+/-1
<hr/>	
Number of windows	+/-6
Sliding Glass Doors	+/-2
Glass SF	+/-170
Fixtures	+/-3
Refrigerator	+/-1
Microwave	+/-1

**Trash/recycling to be taken to:** Dumpster near guard house.

**Scheduling of Janitorial work:** All work must be performed **prior to 5:00 PM**, Monday through Friday excluding Port Holidays. All periodic work not performed during the scheduled hours above must be approved in advance by the Property Manager.

**Exhibit 8**

**BUILDING INFORMATION (EB 1 Customer Service Office)**

**Property Manager:** Sandy Miller

**Building:** EB 1 Customer Service  
3401 East Alexander St.  
Tacoma, WA 98421

**Building Height:** 1 story

**Building Population:** +/- 8

**Official Building Occupancy Hours:** Monday- Friday split shift operations

7:30-11:30  
Lunch  
12:30-4:30

8:00-Noon  
Lunch  
1:00-5:00

**Gross square feet:** +/- 1077 Sf.

Note: all measurements and item counts are approximate and are not guaranteed 100% accurate.

	<u>Carpet floor</u>	<u>Vinyl floor</u>
Building Flooring	+/- 932 sf.	+/-145 sf.
	<u># of /rooms</u>	
Cubicles	+/-8	
Storage	+/-1	
Restrooms	+/-2	
Kitchens/Kitchenettes	+/-1	
<hr/>		
Number of windows	+/-3	
Fixtures	+/-7	
Refrigerator	+/-1	
Microwave	+/-1	

**Trash/recycling to be taken to:** Collection containers near the building.

**Scheduling of Janitorial work:** All work must be performed between the hours of 5 PM – 11:00 Monday through Friday excluding Port Holidays. All periodic work not performed during the scheduled hours above must be approved in advance by the Property Manager.

**EXHIBIT 9  
SAMPLE OCCUPANCY REPORT**

**THE FABULICH CENTER  
3600 Port of Tacoma Road, Tacoma WA 98424**

**VACANCY SUMMARY  
July 2013**

<b><i>FLOOR</i></b>	<b><u>SUITE NUMBER and RENTABLE SQ. FT.</u></b>
<b><i>1<sup>ST</sup></i></b>	<u>Suite 106</u> - 3,100 sq. ft.
	<u>Suite 110</u> – 4,618 sq. ft
<b><i>2<sup>nd</sup></i></b>	<b><u>Suite 200</u> – 5,267 sq. ft.</b>
	<b><u>Suite 202</u> - 2,493 sq. ft.</b>
	<b><u>Suite 208</u> – 1,170 sq. ft.-Port CR</b>
	<b><u>Suite 209</u> – 1,387 sq. ft.- Port CR</b>
	<b><u>Suite 210</u> - 1,400 sq. ft- Port CR.</b>
<b><i>3<sup>rd</sup></i></b>	<b><u>Suite 310</u> - 852 sq. ft.</b>
<b><i>4<sup>th</sup></i></b>	<b>Entire 4th Floor - 12,900 sq. ft. [Subtenant independently contracts for cleaning.]</b>
<b><i>5<sup>th</sup></i></b>	<b><u>Suite 505</u> - 5,604 sq. ft. [Subtenant independently contracts for cleaning.]</b>
	<b><u>Suite 512</u> – 848 sq. ft.</b>
	<b>Suite 513 - 281</b>