



**PIERCE COUNTY
INVITATION TO BID NUMBER 1977
MARINE WASTE OIL AND BILGE WATER PUMPING AND
DISPOSAL SERVICES**

RETURN PROPOSALS TO:

CLERK OF THE COUNCIL
930 TACOMA AVE S RM 1046
TACOMA WA 98402-2176
Phone: 253-798-7456

BID DUE DATE/TIME: JANUARY 26, 2018, 1:00 PM

AT WHICH TIME THEY WILL BE PUBLICLY OPENED AND READ ALOUD IN THE COUNCIL CHAMBERS, 10TH FLOOR COUNTY-CITY BUILDING

Bids must be submitted in a sealed envelope or appropriate packaging with the proposer's name and address, Bid Title and Bid Due Date clearly legible on the exterior prior to the date/time listed above.

BID ISSUED BY:

Pierce County Procurement and Contract Services
Attention: Jana Prince, Senior Buyer
pcpurchasing@co.pierce.wa.us
253-798-7456

ACTING FOR:

Planning & Public Works

Table of Contents

BID DOCUMENTS:

Invitation to Bid.....	3 Pages
Bid Form.....	3 Pages
Scope of Services.....	2 Pages
Pierce County Contracting Forms.....	8 Pages
General Provisions of the Contract.....	9 Pages
Contract Compliance Requirements with Prevailing Wages.....	6 Pages

PLANHOLDER’S LIST:

Email bidder information to Jana Prince pccpurchasing@co.pierce.wa.us to be placed on the PLANHOLDER’S LIST for this BID.

BIDDER NAME: _____

To furnish Pierce County with marine waste oil and bilge water pumping/disposal, marine and industrial cleaning, hazardous waste transportation, waste handling, proper disposal services and related services, as follows and per the attached minimum specifications and requirements.

Item No.	Description	Unit Price		Estimated Annual Cost
1	Mobilization fee for arrival at Steilacoom Dock. To include all costs associated with mob/demo to site. To be paid for ALL callouts including the pre scheduled services listed below. 8 Visits/Year	\$	x 8 =	\$
2	Per Gallon Waste Oil Pumping and Disposal Charge, to include all labor, equipment, parts/materials and disposal. 8 Visits/yr, 1000 Gallons Each. (Each boat, every quarter)	\$	x 8000 GAL =	\$
3	Per Gallon Bilge Water Pumping and Disposal Charge, to include all labor, equipment, parts/materials and disposal. 8 Visits, 3000 Gallons Each (Each boat, every quarter)	\$	x 24,000 GAL =	\$
4	Per Gallon, Glycol/Water Mix Pumping and Disposal Charge, to include all labor, equipment, parts/materials and disposal. 2 Visits, 3000 Gallons Each (As needed)	\$	x 6000 GAL =	\$
5	Emergency Call Out Fee for Emergency Services, with less than 24 hours on-site response time required. 2 Times/Yr	\$	x 2 EA =	\$
6	Regular Hourly Labor- Rate for Service Calls, Classification: <u>General Laborer 40 Hours</u>	\$	x 40 HR =	\$
7	Regular Hourly Labor Rate for Service Calls, Classification: <u>Heavy Equipment Operator; 40 Hours</u>	\$	x 40 HR =	\$
8	Overtime Hourly Labor Rate for Service Calls, Classification: <u>General Laborer; 20 Hours</u>	\$	x 20 HR =	\$
9.	Overtime Hourly Labor Rate for Service Calls, Classification: <u>Heavy Equipment Operator; 20 Hours</u>	\$	x 20 HR=	\$
TOTAL BID:				\$
6.A. List your Regular Hours _____ to _____ M-F, Sat/Sun (circle)				

In the case of a mathematical error, unit price will take precedence.

Per [RCW 82.08.0285](#) the state sales tax shall not apply to the ferry vessels.

Pierce County reserves the right to reject any and all bids, to waive any informality in bids as is in the best interest of the County.

This bid is subject to the attached General Provisions.

- Bid security is not required for this project. Please delete paragraph 1.4 of the attached General Provisions.
- This contract shall be renewable. Please see renewal terms in paragraph 2.2 of the attached General Provisions.

Award of Bid:

- Resulting initial contract will be issued for the total bid amount and 1 year, but renewable as stated above.
- The anticipated start date for this contract is March 1, 2018.

All documents, reports, proposals, submittals, working papers, or other materials prepared by the contractor pursuant to this proposal shall be printed on recycled paper whenever practicable.

ADDENDUM RECEIPT:

Receipt of addenda numbered _____ is acknowledged.

VENDOR INFORMATION & SIGNATURE:

Signature

Date

Printed Name and Title

Address

Phone Number: _____ Email Address: _____

UBI No: _____

Complete the tax status information for one of the following business entity types. **Individual or Corporate name must match exactly as registered with either Social Security Administration or Internal Revenue Service.**

Identification of Vendor as a sole proprietor, a partnership, a joint venture, a corporation or another described form of legal entity:

Federal Tax ID# (EIN or SSN – as applicable): _____

PLEASE NOTE: Proposals shall be signed by the person or persons having authority to sign them. If a bidder is a corporation the proposal shall be signed on behalf of the corporation by such an authorized person.

All questions and blanks in this bid must be completed in full for valid bid response.
SUBMIT THIS FORM WITH THE BID FORM AT TIME OF BID OPENING

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

NON-COLLUSION & DEBARMENT AFFIDAVIT

I, the undersigned, having carefully examined the Invitation to Bid, propose to furnish materials, equipment, supplies and/or services as set forth herein.

Being first duly sworn, on my oath, I hereby certify that this proposal is genuine and not a sham or collusive proposal, or made in the interests or on behalf of any person not therein named; and I have not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham proposal or any person or corporation to refrain from submitting a proposal; and that I have not in any manner sought by collusion to secure to myself an advantage over any other contractor(s) or person(s).

I further certify that, except as noted below, the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal funds; is not currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any federal agency; has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgement rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the last three years. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate above to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

"A suspending or debarring official may grant an exception permitting a debarred, suspended, or excluded person to participate in a particular transaction upon a written determination by such official stating the reason(s) for deviating from the Presidential policy established by Executive Order 12549..." (49CFR Part 29 Section 29.215).

Firm Name: _____

Signature: _____

Printed Name and Title: _____

SUBMIT THIS FORM WITH THE BID FORM AT TIME OF BID OPENING

BID SPECIFICATIONS

Pierce County Planning and Public Works would like to secure the services of a Company (Contractor) to provide Marine Waste Oil and Bilge Water Pumping/Disposal, Marine and Industrial cleaning, Hazardous Waste Transportation, Waste Handling and Proper Disposal Services.

Successful Contractor must have an active Washington State Contractor License and employ trained, qualified and certified workers. Contractor must also be licensed and permitted to transport hazardous waste in Washington State.

The County maintains and operates the following two (2) Ferry Vessels, these vessels are moored at the Steilacoom Ferry Landing located at 56 Union Ave, Steilacoom WA 98388.

- M/V Christine Anderson (Subchapter "K" Vessel, 219 passengers including crew and approximately 54 cars)
- M/V Steilacoom II (Subchapter "K" Vessel, 292 passengers including crew and approximately 54 cars)

Routine scheduled maintenance for the Ferry Vessels will include but is not limited to:

- Waste Oil Pumping and Proper Disposal
- Bilge Water Pumping and Proper Disposal
- Glycol/Water Mix Removal from Vessels-If present
- Steam Cleaning of Bilges

Other Services both for the Ferry and other Pierce County Facilities could include:

- Transfer and Disposal of Miscellaneous Waste Materials, i.e. gas cans, oil drums, propane tanks, etc.
- Industrial Cleaning, Tank Cleaning, Confined Space Cleaning, to include but not be limited to Oil Tanks, Diesel Tanks, Polymer Tanks, Vector Truck Tanks, Sewer Manhole Enclosures, etc.
- 24-hour Emergency Response to spills

The County anticipates that the ferry vessels will be regularly scheduled quarterly for waste oil and bilge water pumping and disposal services. The bilges will also be steam cleaned when requested. When glycol is present the County will notify the contractor for additional services.

On site water is available for use free of charge at the ferry dock.

Equipment is to be staged on the ferry deck for close and unobstructed access whenever practical.

Contractor must maintain a 24-hour-a-day, 7-day-per-week manned telephone number to call for emergencies.

All services to be provided by the Contractor under this agreement shall be performed during the normal working days and hours of the Contractor, except when emergency conditions arise.

The Contractor shall furnish all parts, materials, labor, tools, equipment, safety equipment, etc. necessary to safely perform and complete each item of work in a workmanship manner.

BILLING PROCEDURE

The contractor will invoice the County no later than 30 days after completion of work.

All invoices for work must be based on bid item prices. All labor shall be furnished by the successful contractor. The contractor will be reimbursed for labor (other than administrative support) dedicated solely to the particular job and only for the hours worked at the Pierce County facility job site(s). The hours, parts and materials used to perform emergency or unscheduled service work shall be recorded as the work is performed. Parts and materials shall be reimbursed at cost plus **18%** as full compensation. To support charges for parts and materials, the Contractor shall provide the County with valid copies of vendor invoices. If invoices are not available for parts & materials from the Contractor stocks, the Contractor shall certify actual costs (at a reasonable level) by declaration.

Contractor will submit with bid and annually a company owned list of equipment with hourly rental rates. Equipment rental price lists will be verified to be in line with industry standard rental rates before being approved for use under this contract. Reimbursement for equipment used for emergency or unscheduled service work will be based on the equipment rental rate established in the contract plus **15%** as full compensation for use of equipment.

Labor rates not listed but required by Labor and Industries classifications shall be reimbursed at the current hourly prevailing wage rate plus the average percentage markup used to formulate other labor rates listed in the bid and added to the contract for future reference.

Subcontractors

When required and approved in advance by Pierce County, contractors will be reimbursed for subcontractors work on the basis of actual cost, plus **15%**. To support subcontractor costs, the Contractor shall provide the County with valid copies of subcontractor's invoices.

Mobilization Fee

To include all labor, mileage, mobilization/demobilization and transportation costs for arrival at job site(s). To be paid for all callouts including the pre scheduled services listed below, limited to one mobilization fee per job.

Permits

Contractor shall obtain all required permits and the cost of permits shall be reimbursed at cost plus 15%. To support costs, copies of permit receipts must be included in the invoice package.

Disposal of Surplus Materials & Cleanup

The County has not provided a waste site for surplus parts or materials. The contractor shall dispose of all surplus parts and materials or other materials off site in an approved manner and, upon completion of each job, shall leave the site of work in a clean and orderly condition. Disposal costs for jobs not regularly scheduled will be compensated based on actual disposal site costs plus 15%.

Non-Emergency Work

The contractor may be requested to provide a Scope / Schedule / and Budget based on contracted rates for non-emergency work. The request for a Scope / Schedule / Budget does not guarantee that the job will be awarded.

References may be required prior to award.

The resulting contract will require contractor to hold the necessary insurance requirements to include Longshore and Harbor Workers Compensation Act insurance.

The rates submitted on the bid sheet should be figured using the following chart:

BID ITEM	DESCRIPTION
1	<p><u>Mobilization Fee:</u> To include all labor, mileage, mobilization/ and demobilization and transportation costs for arrival at job sites. To be paid for all callouts including the pre scheduled services listed below. Limited to one mobilization fee per job.</p>
2 & 3	<p><u>Waste Oil, and Bilge Water Pumping and Disposal:</u> To be performed and regularly scheduled every quarter for both vessels. <u>Per gallon rate</u> includes all labor, equipment, parts/materials and disposal fees. Permits if needed will be compensated at cost plus 15%. Mobilization costs billable as in bid item #1.</p>
4	<p><u>Glycol/Water Mix Pumping and Disposal:</u> To be performed as needed when Glycol is present. <u>Per gallon rate</u> includes all labor, equipment, parts/materials and disposal fees. Permits if needed will be compensated at cost plus 15%. Mobilization costs billable as in bid item #1.</p>
5	<p><u>Emergency Call Out Fee</u> Flat Fee for Emergency Service call out, with less than 2 hour on-site response time required. Mobilization costs billable as in bid item #1. This is a separate emergency fee.</p>
6 & 7	<p><u>Regular Hourly Labor Rates for General Laborer and Heavy Equipment Operator</u> Rate for Service Calls, List your hourly rate for labor to perform services to include but not be limited to: Steam Cleaning of Bilge Holds, Transfer and Disposal of Miscellaneous Waste, Industrial Cleaning, Confined Space Cleaning, Tank Cleaning, 24-hour Emergency Response to spills.</p>
8 & 9	<p><u>Overtime Hourly Labor- for hours outside of regular hours listed above.</u> Rate for Service Calls: List your hourly labor rate for labor to perform services to include but not be limited to: Steam Cleaning of Bilge Holds, Transfer and Disposal of Miscellaneous Waste, Industrial Cleaning, Confined Space Cleaning, Tank Cleaning, 24-hour Emergency Response to spills.</p>

Please contact Tina Basil at pcpwcontractservices@co.pierce.wa.us if you have questions regarding the bid specifications. Please note: Any oral or email interpretation is not binding on the County, unless confirmed by Addendum.

SAMPLE PIERCE COUNTY CONTRACTING FORMS

The below listed documents / forms must be returned by the successful bidder no later than 10 days after date of Notice of Award:

- Contract (2 Pages)
- Certificate of Insurance with liability limits not less than those specified in the Bid (2 Pages)
- E-Verify Form (1 Page)
- Subcontractor's Participation Form (1 Page)
- Personnel Workforce Data Form (1 Page)



**COUNTY OF PIERCE
SUPPLY / SERVICE
CONTRACT**

Project: **Title or Contract Services Project**

Agency: **Main Department Requesting Services**

THIS CONTRACT, made and entered into by and between

PIERCE COUNTY

950 Fawcett Avenue Ste 100
Tacoma WA 98402

hereinafter referred to as the Owner, and

ALL CAPS BUSINESS NAME

Address one
City, ST 98###

hereinafter referred to as the Contractor shall be the agreed basis of performing the work identified herein.

FIRST: The Contractor agrees to furnish all material, labor, tools, equipment, apparatus, facilities, etc. necessary to perform and complete in a workmanship like manner the work called for in the contract documents entitled:

Bid No. ##### – Title Project; Contract No. SC-#####

Prepared by Pierce County Purchasing according to the terms of such contract documents which documents are incorporated herein by reference. The contract documents shall include, but shall not be limited to, the accepted Proposal, General and Special Conditions, Specifications, Drawings, Addenda, Bond, Advertisement for Bids, and this Contract.

SECOND: The work to be performed under this contract shall commence as soon as the Contractor has been officially notified to proceed by the **XXXXXX** Department and shall be completed (**time frame in bid**).

THIRD: In consideration of the Contract Documents and the Contractor's submitted bid, dated **Month, XX, XXXX**, herein contained on the part of the Contractor, the Owner hereby agrees to pay the Contractor for said work completed according to the Contract Documents, the sum of **write out full dollar amount (\$XXX,XX.00)**, plus Washington State Sales Tax and consisting of the following:

(unit prices, payment schedule, discount, etc.)

This contract shall be construed and governed by the laws and statutes of the State of Washington.

SAMPLE CONTRACT FORM
PIERCE COUNTY
CONTRACT SIGNATURE PAGE
TITLE PROJECT

Contract # SC-#####

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR: **CONTRACTOR NAME**

PIERCE COUNTY:

Approved as to legal form only:

 Contractor Signature Date

 Prosecuting Attorney Date

Title: _____

Reviewed:

Name: _____

 Finance Department Date

Address: _____

Approved:

Mailing Address: _____

 Department Director Date

Point of Contract Name: _____

 County Executive Date

Phone No. _____

(if over \$250,000)

Email Address: _____

CONTRACTOR-

Complete the tax status information for **ONE** of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

 Business Owner's Name Business Owner's Social Security Number

 DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

 Name of Partnership Partnership's Employer Id Number

CORPORATION:

 Name of Corporation Corporation's Employer Identification Number

CERTIFICATE OF INSURANCE

This is to certify to the County of Pierce, Tacoma, Washington, that the following policies are in force for:

ALL CAPS BUSINESS NAME
Address one
City, ST 98###

Contract Title and/or Description of Job:

Bid No. XXXX – Title of Project or Contract; Contract No. **SC-#####**

1. Commercial General Liability Insurance

A. Commercial General Liability Insurance and Commercial Automobile Liability Insurance with limits of not less than:

<u>Coverages</u>	<u>Limits of Liability</u>
<u>Commercial General:</u>	
Bodily Injury Liability and Property Damage Liability Insurance	\$1,000,000 each occurrence \$2,000,000 aggregate
<u>Commercial Automobile:</u>	
Bodily Injury Liability and Property Damage Liability Insurance	\$1,000,000 each occurrence or combined single limit coverage of \$1,000,000

B. Excess/Umbrella Liability Coverage _____

C. The following coverages shall be included in both Primary and Excess Liability contracts:

- | | |
|---|--|
| 1. Broad form Property Damage Coverage | yes <input checked="" type="checkbox"/> no _____ |
| 2. Blanket Broad Form Contractual | yes <input checked="" type="checkbox"/> no _____ |
| 3. Stop-Gap Employer's Contingent Liability | yes <input checked="" type="checkbox"/> no _____ |
| 4. Independent Contractors Liability | yes <input checked="" type="checkbox"/> no _____ |
| 5. Personal Injury Liability (Libel, Slander, Defamation) | yes <input checked="" type="checkbox"/> no _____ |
| 6. Products and Completed Operations | yes <input checked="" type="checkbox"/> no _____ |
| 7. Non-owned and Hired Car Coverage | yes <input checked="" type="checkbox"/> no _____ |

D. General Requirements of Policy(ies)

1. Pierce County is named as an additional insured as respects this contract and such insurance as is carried by the contractor is primary (over any insurance carried by Pierce County).
2. In the event of nonrenewal, cancellation or material change in the coverage provided, thirty (30) days written notice will be furnished the County of Pierce prior to the date of nonrenewal, cancellation or change, such notice to be sent to the County Risk Manager, 955 Tacoma Ave S, Room 303, Tacoma, Washington, 98402.
3. Pierce County has no obligation to report occurrences unless a claim is filed with the County Risk Manager and Pierce County has no obligation to pay premiums.



4. The contractor's insurance policies contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgement made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

<u>Insurance Company(ies)</u>	<u>Policy #</u>	<u>Effective</u>	<u>Expires</u>

I, _____, hereby certify that I am an Authorized Representative of the above named insurance company(ies); that I and said company are licensed to do business in the State of Washington; that I have read the foregoing Certificate of Insurance and know the contents thereof; and that the policies of insurance listed above provide the insurance coverage required by this Certificate of Insurance.

Authorized Representative

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public in and for the State of Washington, residing at _____.

The undersigned further certifies that the above signed is his authorized insurance representative.

Contractor

2. Compensation Insurance

The following coverages are provided as indicated:

- A. Workmen's Compensation Act of the State of Washington (Account No. _____)
- B. Washington State Certified Workers Compensation Self Insurance (Account No. _____)
- C. Federal Compensation Insurance as required by law.



E-VERIFY DECLARATION

Firm Name: _____

Contract No. _____

Pierce County requires that all businesses which contract with the County for a public work be enrolled in the Federal E-Verify Program if the value of the contract is in excess of \$100,000 and the duration of the contract is greater than 120 days. The requirement extends to every subcontractor meeting the same criteria. The Prime Contractor must provide certification of enrollment with bid submittal. The Prime Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the Prime or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor's enrollment. Failure to provide this document could result in suspension of the project. This requirement does not currently apply to projects funded entirely or in part by Federal funding sources.

The Federal E-Verify Program is a web-based application that can be accessed at: www.dhs.gov/everify.

The undersigned declares, under **penalty of perjury** under the laws of Washington that:

1. That the above named firm is currently enrolled in and using the E-Verify system implemented on March 1, 2010 as outlined in PCC 2.106.022 and will continue to use the E-Verify system for so long as work is being performed on the above named project.
2. I certify that I am duly authorized to sign this declaration on behalf of the above named bidder/proposer.
3. I acknowledge that Pierce County reserves the right to require a copy of the Memorandum of Understanding between the contractor listed above and the Department of Homeland Security certifying enrollment in the E-Verify program at any time. Failure to provide the required Memorandum of Understanding within 10 days of request could lead to suspension of this contract.

Dated at _____ Washington

this _____ day of _____, 20_____

Signature _____

Printed Name _____

Title _____

SUBCONTRACTING PARTICIPATION FORM

[] As the authorized representative of (Bidder's Firm) _____ the Bidder does not intend to sublet any portion of this contract.

[] OR fill out chart below for all work to be subcontracted:

Firm Name, Address and Phone Number	Describe Work or Supply Item	Subcontract Amount	Sub	Sup	MFG

BY _____ TITLE _____ DATE _____

GENERAL PROVISIONS

1. BIDDING REQUIREMENTS

1.1 USE AND COMPLETION OF COUNTY PROPOSAL SHEETS

A. Bidder's Proposal

Each Bidder must bid exactly as specified on the Invitation to Bid (hereinafter referred to as bid) sheets. All bids must remain open for acceptance by the County for a period of at least 60 calendar days from the date of opening of the bids.

B. Alterations of Proposals Not Allowed

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

C. Filling Out County Bid Forms

All proposals must be made upon blanks furnished by the Purchasing Department of Pierce County and the prices must be stated in figures either written in ink or typewritten. No proposal having erasures or interlineations will be accepted unless initialed by the Bidder in ink.

1.2 CLARIFICATION OF PROPOSAL FOR BIDDER

If a prospective Bidder has any questions concerning any part of the Bid/Proposal, he/she may submit a written request to the Pierce County Purchasing Office for answer of his/her questions. Any interpretation of the Bid will be made by an Addendum duly issued and mailed or delivered to each prospective Bidder. Such addendum must be acknowledged (a) by signing and returning the addendum or (b) by letter. Such acknowledgement must be received by the County prior to the bid opening. Pierce County will not be responsible for any other explanation or interpretation of the bid documents.

1.3 BLANK

1.4 BID SECURITY (When specifically required by the Invitation to Bid)

Each bid must be accompanied either by a certified or cashier's check for 5% of the total amount bid, payable to the Pierce County Treasurer, or an approved Bid Bond, by a surety company authorized to do business in the State of Washington, for 5% of the total amount bid. The check or Bid Bond is security that the bidder will, if awarded the bid, enter into a contract with the County for this activity within the time set forth in these requirements. Any bidder who refuses to enter into a Contract after it has been awarded to the Bidder will be in breach of the agreement to enter the Contract and the Bidder's certified or cashiers check or Bid Bond shall be forfeited.

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

Upon award and signing of the Contract the bid security will be returned if a check or will automatically expire if a Bid Bond. The bid securities of all other bidders will be processed in the same manner immediately upon the award of the Contract.

1.5 DELIVERY OF PROPOSALS TO PIERCE COUNTY

All bid proposals and documents must be delivered to the Clerk, Pierce County Council, 930 Tacoma Ave So, Room 1046, Tacoma, WA 98402-2176, in a sealed, properly addressed envelope with the name of the Bidder and bid number and description of the project plainly written on the outside of the envelope, prior to the scheduled time and date stated in the Invitation to Bid. County offices are not open for special mail or other delivery on weekends and County holidays. Pierce County shall assume no responsibility for delay in U.S. mail service or for bids delivered to County offices other than the specified Council Office.

Telecopy bid proposals will be accepted by the County provided that the original signed bid proposal is mailed to the Chief Clerk and postmarked prior to the time designated for the bid opening. Also, telecopy proposals shall not be sent to the County's telecopy machine but must be sent to the Bidder's agent and delivered to the Chief Clerk in a sealed envelope, as stated above, before the time stated in the Bid.

Bids received after the time stated in the bid will not be accepted and will be returned, unopened, to the Bidder. There will be no exceptions or waivers of this requirement.

1.6 CONTRACTOR'S STATE REGISTRATION NO.

Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid.

1.7 BID IS NONCOLLUSIVE

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

1.8 EVALUATION OF BID

A. Experience, Delivery Time and Responsibility

In the evaluation of otherwise responsive bids, the Bidder's experience, delivery time and responsibility in performing other contracts will be considered. In addition to price, the following may be considered:

- I. The ability, capacity and skill of the bidder to perform the contract or provide the services required.
- II. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference.
- III. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- IV. The quality of performance of previous contracts or service.
- V. The previous and existing compliance by the bidder with laws and ordinances relating to contracts or services.
- VI. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
- VII. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
- VIII. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract.
- IX. Compliance with all affirmative action requirements, minority business enterprise and women's business enterprise subcontracting and contracting requirements.

B. Insertions of Material Conflicting with Specifications

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

C. Correction of Ambiguities and Obvious Errors

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern. Written prices will govern over numeric prices.

1.9 WITHDRAWAL OF BID

A. Prior to Bid Opening

Any Bidder may withdraw his/her Bid prior to the scheduled bid opening time by delivering a written notice to the Chief Clerk, Pierce County Council Office. The notice may be submitted in person or by mail; however, it must be received by the County Council Office prior to the time for bid opening.

B. After Bid Opening

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

1.10 OPENING OF BIDS

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

1.11 TAXES

The County will pay sales and use taxes imposed on goods or services acquired hereunder as required by law. The Vendor must pay all other taxes including, but not limited to: Business and Occupation Tax, taxes based on the Vendor's gross or net income, or personal property to which the County does not hold title. The County is exempt from Federal Excise Tax. Where applicable the County shall furnish a Federal Excise Tax Exemption certificate.

1.12 APPROVED EQUAL

The brand names listed indicate the standard of quality required. Brands of equal quality, performance and use will be considered provided the offeror specifies the brand, model and other data for comparison with their bid. Pierce County will be the sole judge for approving other brands offered as equals to the brand specified. Bidders shall indicate if they are offering alternate brands in the space below each item and must provide descriptive specifications explaining the merits of the substitute item.

1.13 FAILURE TO SUBMIT BIDS

If the recipient of this Bid does not submit an offer for the goods or services requested, they shall return it and/or a written notice stating whether they wish to continue to receive future solicitations for the type of supplies or services specified. Failure to do so may result in removal of the recipient's name from the bidders' mailing list.

1.14 APPROXIMATE QUANTITY REQUIREMENTS

The quantities listed are the County's current approximate requirements. Pierce County will neither be obligated by nor restricted to these quantities and may increase or decrease any item(s) ordered under this contract and pay according to the unit prices quoted in the Bid.

1.15 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperative Act RCW 39.34 provides that other governmental agencies may purchase goods and services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing. The Contract maximum for this contract per annual term, or for any renewal period, is for Pierce County's use only. Other agencies may use this contract up to their contract limits, if any, exclusive of and in addition to the County's contract maximum.

1.16 DELIVERY

Quotation shall cover delivery F.O.B. Pierce County, Tacoma, Washington, (unless otherwise stated in this Invitation to Bid at the designated address set forth in the proposal given to each bidder).

1.17 AWARD

The County reserves the right to award a contract for any or all items to one or more Bidders, to reject any and all Bids or any item(s) within the Bids, to waive any informality in the Bids, and to call for new Bids as best meets the needs of the County.

2. CONTRACT REQUIREMENTS

2.1 AWARD OF CONTRACT

Written notification will be mailed or otherwise furnished to the successful offeror (lowest responsive bidder). Within 20 calendar days after the notice of proposed award, the apparent successful bidder shall return the signed contract or other specified award documents prepared by the County, insurance certification as required and any other pre-award information the County requires.

Until the County executes said contract or award/acceptance documents, no proposal shall bind the County to execute a contract, nor obligate it to bear any expense pursuant to the Invitation for Bids. Neither shall any work begin within the project limits or within the County furnished sites. The Contractor shall bear all risks for any work begun outside such areas and for any materials ordered before the contract is executed by the Contracting Agency, and the Contractor is given written Notice To Proceed.

Pierce County is prohibited by RCW 39.06.010 from executing a contract with a Contractor who is not registered or licensed as required by the laws of the state. In addition, Pierce County may require persons doing business with the County to possess a business license prior to award.

When the Proposal Form provides spaces for a business license number, a Washington State Contractor's registration number, or both, the bidder shall insert such information in the spaces provided. The County may at its option, require legible copies of the Contractor's Registration and/or business license be submitted to the Architect/Engineer as part of the County's pre-award information and evaluation activities.

2.2 CONTRACT RENEWAL PERIODS (When specifically allowed by the Invitation to Bid)

This proposed agreement shall remain in effect for a period of one year from and after its effective date and shall automatically be renewed on a year-to-year basis thereafter unless either party hereto serves notice upon the other party of its intention to cancel at least 30 days in advance of the termination of the first year, or during any yearly renewal thereof. Notice during each renewal term may occur at any time during the course of such term. Prices will be considered firm for at least the first 12 months of the contract. No change in services or prices will be allowed without written consent of both parties, pursuant to the following conditions:

"Prices will be subject to increase or decrease in the same proportion as changes occur in the vendor's certified costs, providing the vendor requests an adjustment from the Purchasing Department 30 days prior to the effective date. The written request shall be accompanied by written proof of said changes in cost to vendor and is subject to acceptance by the Purchasing Department. The County shall have the option of accepting the price change or canceling the balance of the contract. All price decreases must be offered to the County."

Total contract period not to exceed 5 years.

2.3 CONFLICTS IN SPECIFICATIONS

Anything mentioned in the Specifications and not shown on the Drawings and anything on the Drawings and not mentioned in the Specifications shall be of like effect and shall be understood to be shown and/or mentioned in both.

In case of differences between Drawings and Specifications, the Specifications shall govern. In addition, in the event of any conflict between these General Provisions, the Technical Provisions and/or the Proposal pages, the following order of precedence shall control:

- a) Preprinted portions of the Proposal pages prevail if they conflict with the General or Technical Provisions.
- b) Technical Provisions prevail if they are in conflict with the General Provisions.
- c) Unit prices will prevail when an error in extending total amounts occurs.

In case of discrepancy of figures between Drawings, Specifications or both, the matter shall immediately be submitted to the Pierce County Purchasing Agent for determination. Failure to submit the discrepancy issue to the Purchasing Agent shall result in the Vendor's actions being at his/her own risk and expense.

2.4 INSPECTION

A. Of the Work

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

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

B. Inspector's Authority

The Inspector shall have power to reject materials or workmanship which do not fulfill the requirements of these Specifications, but in case of dispute the Vendor may appeal to the Pierce County Purchasing Agent, whose decision shall be final.

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

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

2.5 FEDERAL, STATE AND MUNICIPAL REGULATIONS

This Agreement shall be subject to all laws, rules, and regulations of the United States of America, the State of Washington, and political subdivisions of the State of Washington.

2.6 GUARANTEE

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

When the supplier is not the manufacturer of the item or equipment, supplier agrees to be responsible for this guarantee and supplier is not relieved by a manufacturer's guarantee. The supplier hereby assigns to the County the contractor's right to enforce all manufacturer's warranties for materials or systems incorporated into the work, to the extent defects which are not corrected by the supplier under their guarantee. The supplier shall provide evidence of all manufacturers' warranties prior to acceptance.

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

2.7 PIERCE COUNTY'S RIGHT TO TERMINATE CONTRACT

A. Termination for Default

If the Vendor defaults by failing to perform any of the obligations of the contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the County may, by depositing written notice to the Vendor in the U.S. mail, postage prepaid, terminate the contract, and at the County's option, obtain performance of the work elsewhere. If the contract is terminated for default, the Vendor shall not be entitled to receive any further payments under the contract until all work called for has been fully performed. Any extra cost or damage to the County resulting from such default(s) shall be deducted from any money due or coming due to the Vendor. The Vendor shall bear any extra expenses incurred by the County in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the County by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Vendor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

B. Termination for Public Convenience

The County may terminate the contract in whole or in part whenever the County determines, in its sole discretion, that such termination is in the best interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Vendor shall be entitled to payment for actual work performed at unit contract prices for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this contract by the County at any time during the term, whether for default or convenience, shall not constitute a breach of contract by the County.

2.8 VENUE AND CHOICE OF LAW

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of this Agreement, the venue of such action of litigation shall be in the Superior Court of the State of Washington in and for the County of Pierce. This Agreement shall be governed by the law of the State of Washington.

2.9 PAYMENT

Payment discount periods of twenty (20) calendar days or more offered by the Contractor will be considered in determining the apparent lowest responsible bid. Invoices will not be processed for payment, nor will the period of cash discount commence, until receipt of a properly completed invoice, all invoice items are received, and satisfactory performance of Contractor has been attained. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized. Payment will not be considered late if the payment is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with contract terms shall fully compensate the Contractor for all risk, loss, damages, or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor.

2.10 WITHHOLDING PAYMENT

In the event the Contracting Officer determines that the Contractor has failed to perform any obligation under this Agreement within the times set forth in this Agreement, then the County may withhold from amounts otherwise due and payable to Contractor the amount determined by the County as necessary to cure the default, until the Contracting Officer determines that such failure to perform has been cured. Withholding under this clause shall not be deemed a breach entitling Contractor to termination or damages, provided that the County promptly gives notice in writing to the Contractor of the nature of the default or failure to perform, and in no case more than 8 days after it determines to withhold amounts otherwise due. A determination of the Contracting Officer set forth in a notice to the Contractor of the action required and/or the amount required to cure any alleged failure to perform shall be deemed conclusive, except to the extent that the Contractor acts within the times and in strict accord with the provisions of the Disputes clause of this Agreement. The County may act in accordance with any determination of the Contracting Officer which has become conclusive under this clause, without prejudice to any other remedy under the Agreement, to take all or any of the following actions: (1) cure any failure or default, (2) to pay any amount so required to be paid and to charge the same to the account of the Contractor, (3) to set off any amount so paid or incurred from amounts due to become due the Contractor. In the event the Contractor obtains relief upon a claim under the Disputes clause, no penalty or damages shall accrue to Contractor by reason of good faith withholding by the County under this clause.

2.11 DEFENSE AND INDEMNITY AGREEMENT

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elected officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the County, its elected or appointed officials or employees for damages because of personal or bodily injury, including death at any time resulting therefrom, sustained by any person or persons and for damage to property including loss of use thereof, whether such injury to persons or damage to property is due to the negligence of the Contractor, his/her Subcontractors, its successor or assigns, or its or their agent, servants, or employees, the County, its appointed or elected officers, employees or their agents, except only such injury or damage as shall have been occasioned by the sole negligence of the County, its appointed or elected officials or employees.

The preceding paragraph is valid and enforceable only to the extent of the Contractor's negligence, for damages arising out of services or work in connection with or collateral to, a contract or agreement relative to construction, alteration, repair, addition to, subtraction from, improvement to, or maintenance of, any building, highway, road, railroad, excavation, or other structure, project, development, or improvement attached to real estate, including moving and demolition in connection therewith, a contract or agreement for architectural, landscape architectural, engineering, or land surveying services, or a motor carrier transportation contract, for damages caused by or resulting from the concurrent negligence of (i) the County or its agents or employees, and (ii) the Contractor or the Contractor's agents or employees."

2.12 INDUSTRIAL INSURANCE WAIVER

With respect to the performance of this agreement and as to claims against the County, its officers, agents and employees, the Contractor expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligations to indemnify, defend and hold harmless provided in this agreement extend to any claim brought by or on behalf of any employee of the Contractor. This waiver is mutually negotiated by the parties to this agreement.

2.13 INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until he/she has obtained all insurance required under these General Provisions, and evidence of such insurance has been approved by Pierce County.

A. Insurance Required

1) Compensation Insurance. The contractor shall comply with the Workmen's Compensation Act of the State of Washington and the United States Longshoremen's and Harborworkers' Compensation Act during the life of this contract, and in case any work is sublet, the contractor shall require any and all subcontractors to comply with said acts.

2) Liability Insurance. The contractor shall procure and maintain during the life of this contract Commercial General Liability insurance, with an insurance carrier licensed or eligible under RCW Chapter 48.15 to do business in the State of Washington, which includes but is not limited to operations of contractor, with limits of not less than:

Coverage	Limits of Liability
<u>Commercial General Liability Insurance</u>	
Bodily injury Liability and Property Damage Liability	\$2,000,000 each occurrence \$4,000,000 aggregate
<u>Commercial Automobile Liability Insurance</u>	
Bodily Injury Liability and Property Damage Liability	\$2,000,000 each occurrence Or combined single limit coverage of \$2,000,000

The following coverages shall be included in both Primary and Excess Liability contracts:

- | | |
|--|-----------------------|
| 1. Broad Form Property Damage Coverage | yes <u>X</u> no _____ |
| 2. Blanket Broad Form Contractual | yes <u>X</u> no _____ |
| 3. Stop-Gap Employer's Contingent Liability | yes <u>X</u> no _____ |
| 4. Independent Contractors Liability | yes <u>X</u> no _____ |
| 5. Personal Injury Liability
(Libel, Slander, Defamation) | yes <u>X</u> no _____ |
| 6. Products and Completed Operations | yes <u>X</u> no _____ |
| 7. Non-owned and Hired Car Coverage | yes <u>X</u> no _____ |

The contractor's insurance policies shall also contain a "cross liability" endorsement substantially as follows:

The inclusion of more than one Insured under this policy shall not affect the rights of any Insured as respects any claim, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.

Pierce County shall be named as an additional insured as respects this contract, and such insurance as is carried by the contractor shall be primary (over any insurance carried by Pierce County). The contractor shall provide a certificate of insurance to be approved by the County Risk Manager prior to contract execution.

3. Property Insurance. The contractor shall effect and maintain insurance as stated below naming Pierce County as an additional assured upon the entire work done at any time under this contract to 100% of insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as a part of the permanent structure. Any loss shall be payable to the contractor and Pierce County as their interests may appear at the time of such loss.

Type of Insurance

- | | |
|---|-----------------------|
| 1. Builders/Installation Floater/All Risk | yes _____ no <u>X</u> |
| 2. Earthquake and Flood | yes _____ no <u>X</u> |

Pierce County shall not be obligated to notify the insurance company(ies) if all or part of the building or structure is occupied by Pierce County.

B. General Requirements

1. Contractor agrees to assume the risk of loss or damage regardless of cause, whether or not insured, until the job is accepted by the County Executive or his designee.
2. Pierce County shall have no obligation to report occurrences unless a claim is filed with the Pierce County Auditor; nor shall Pierce County have an obligation to pay premiums.
3. In the event of nonrenewal or cancellation of or material change in the coverage required, thirty (30) days written notice will be furnished Pierce County prior to the date of cancellation, change or nonrenewal, such notice to be sent to the Pierce County Risk Manager, 955 Tacoma Ave S, Ste 303, Tacoma, WA 98402.

It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

2.14 BIDDER'S DUTY TO EXAMINE

The Bidder agrees to be responsible for examining the drawings, specifications, delivery schedules, delivery locations and all instructions. Failure to do so will be at the Bidder's risk.

2.15 PERMITS

The Vendor shall procure and pay for all permits and licenses necessary for the completion of this Contract including those permits required by Pierce County. In the event a necessary permit is not obtained the Vendor will not be permitted to work on items subject to said permit and any delays caused thereby will not be subject to extra compensation or extension.

2.16 FUTURE NON-ALLOCATION OF FUNDS

If sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the County will not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. No penalty or expense shall accrue to the County in the event this provision applies.

2.17 DISPUTES

A. General

Differences between the Vendor and the County, arising under and by virtue of the Contract Documents shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled or other appropriate action promptly taken. Except for such objections as are made of record in the manner hereinafter specified and within the time limits stated, the records, orders, rulings, instructions, and decisions of the Pierce County Purchasing Agent, shall be final and conclusive.

B. Notice of Potential Claims

The Vendor shall not be entitled to additional compensation which otherwise may be payable, or to extension of time for (1) any act or failure to act by the Purchasing Agent or the County, or (2) the happening of any event or occurrence, unless the Vendor has given the County a written Notice of Potential Claim within 10 days of the commencement of the act, failure, or event giving rise to the claim, and before final payment by the County. The written Notice of Potential Claim shall set forth the reasons for which the Vendor believes additional compensation or extension of time is due, the nature of the cost involved, and insofar as possible, the amount of the potential claim. Vendor shall keep full and complete daily records of the Work performed, labor and material used, and all costs and additional time claimed to be additional.

C. Detailed Claim

The Vendor shall not be entitled to claim any such additional compensation, or extension of time, unless within 30 days of the accomplishment of the portion of the work from which the claim arose, and before final payment by the County, the Vendor has given the County a detailed written statement of each element of cost or other compensation requested and of all elements of additional time required, and copies of any supporting documents evidencing the amount or the extension of time claimed to be due.

2.18 FORCE MAJEURE

Definition: Except for payment of sums due, neither party shall be liable to the other or deemed in default under this contract if and to the extent that such party's performance of this contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall be provided. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this contract.

Rights Reserved: The County reserves the right to cancel the contract and/or purchase materials, equipment or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the County.

2.19 NOTICE

Except as set forth elsewhere in the Agreement, for all purposes under this Agreement, except service of process, notice shall be given by the Vendor to the department head of the department for whom services are rendered, and to the County Purchasing Agent, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673.

Notice to the Vendor for all purposes under this Agreement shall be given to the address reflected on the Invitation to Bid. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

2.20 SEVERABILITY

If any term or condition of this contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this contract are declared severable.

2.21 WAIVER

Waiver of any breach or condition of this contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this contract shall be held to be waived, modified or deleted except by an instrument, in writing, signed by the parties hereto.

2.22 SURVIVAL

The provisions of the following paragraphs, the provisions of the non-collusion affidavit, and the liability of the Vendor for default during the term of the Agreement shall survive, notwithstanding the termination or invalidity of this Agreement for any reason:

- Taxes
- Guarantee
- Pierce County's Right to Terminate Contract
- Venue and Choice of Law
- Hold Harmless & Indemnity Agreement
- Waiver
- Future Non-Allocation of Funds

2.23 ENTIRE AGREEMENT

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

Gpsupins.doc rev. 11/05/12

**CONTRACT COMPLIANCE REQUIREMENTS
FOR LOCAL PREVAILING WAGE SERVICE AGREEMENTS**

PROJECT: MARINE WASTE OIL AND BILGE WATER PUMPING AND DISPOSAL SERVICES

PREVAILING WAGE RATE INFORMATION

This project requires the payment of prevailing wages per chapter 39.12 RCW. Workers shall receive no less than the prevailing rate of wage for their work on this locally funded project.

Prevailing Wage Work means work, construction, alteration, repair or improvement that is performed at a cost to the state or any other public agency. This includes, but is not limited to, construction, reconstruction, maintenance, replacement or repair such as demolition, remodeling, renovation, road construction, building construction, ferry construction and utilities construction.

To find applicable wage rates please follow the following steps:

1. Access the L & I website
at: <http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>
2. Look up applicable wages/benefit codes using the project bid due date of **January 26, 2018**
3. This project will be located in Pierce County. If prevailing wage work will be performed outside of Pierce County, select the county appropriate to the location of work.
4. A copy of prevailing wage rates for this project are available at the Pierce County Procurement & Contract services office for review. A copy may also be mailed to you upon request. Please contact Pierce County Contract Compliance for additional information at 253-798-7456.

REQUIREMENTS FOR THIS PUBLIC WORKS PROJECT ARE LISTED IN THE FOLLOWING SECTIONS:

- Section I General Information**
- Section II MWBE Requirements**
- Section III Labor Standards Requirements**
- Section IV Documentation Requirements**

SECTION I. GENERAL INFORMATION

It is the policy of the Pierce County Executive and County Council to foster an environment that encourages economic growth and diversification, business development and retention, increases competition and reduces unemployment.

In accordance with Initiative 200 and RCW [49.60](#), bidders seeking to do business with Pierce County shall not give preference in the award of subcontracts to any person or firm or discriminate against any person or firm on the basis of race, creed, color, national origin, families with children, sex, marital status, sexual orientation, age, honorably discharged veteran or military status, or the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability.

Pierce County will take measures necessary to ensure nondiscrimination in all contracts, programs and activities to help remedy the effects of discrimination against minorities and women, and to prevent the County from directly or indirectly participating in or perpetuating the effects of such discrimination.

All parties doing business with Pierce County are encouraged to utilize local businesses and County residents where qualifications and cost effectiveness are deemed competitive.

SECTION II. MBE & WBE PARTICIPATION

A. GENERAL INFORMATION

1. Pierce County has analyzed the engineer’s estimate for this project and has determined that opportunities for subcontracting are available within the scope of work. Bidders are encouraged to solicit proposals from MWBEs and award subcontracts to MWBEs whenever possible.
2. Participation may be on a direct basis in response to this Invitation to Bid or as a Subcontractor to a Bidder. No minimum level of MWBE participation shall be required as a condition for receiving an award. Bids will not be rejected or considered non-responsive if they do not include MWBE participation. It is incumbent upon all Bidders to ensure that Subcontractors/suppliers are selected in a manner that is fair and equitable based on competitive and cost effective bids received in the solicitation process.

III. Labor Standards Requirements

A. MINIMUM WAGE RATES FOR LABORERS, WORKMEN AND MECHANICS

1. This section specifies the Minimum Prevailing Wage requirements and other Labor Standards requirements, which are applicable to this County contract. Prevailing wage rates and fringe benefits established by the State Department of Labor and Industries pursuant to RCW 39.12 are applicable to this locally-funded public works project.

2. Provisions of Prevailing Wage law (RCW 39.12) state in part that: "The hourly wages to be paid laborers, workman or mechanics, upon all public works and under all public building service maintenance contracts of the state or any county, municipality or political subdivision created by its laws, shall not be less than the prevailing rate of wages for an hour's work in the same trade or occupation in the locality within the state where such labor is performed...".
3. The Contractor and each Subcontractor shall, on or before the date of commencement of work, file an Intent to Pay Prevailing Wage form. The form must be approved by the Washington State Department of Labor and Industries (L&I) prior to first payment.
4. The Contractor and its subcontractors shall pay all required fees for submittal and processing of such statements directly to the L&I.
5. Questions concerning prevailing wages shall be referred to the Contract Compliance Office located in the Pierce County Finance department at (253) 798-7456 or the L&I-Prevailing Wage Division in Olympia at (360) 902-5335.

B. UNDERPAYMENT OF WAGES OR BENEFITS

1. If employees are improperly paid prevailing wages, wage restitution will be promptly made for underpayment of and/or benefits by the Contractor, or any Subcontractor, to such laborers or mechanics when directed to do so by Pierce County or by the L&I.

C. PAYROLLS

1. Certified payroll records will be maintained by each and every contractor, subcontractor and sub-tier on the project for three years from the date of acceptance of the project.
2. Records will be kept in accordance with WAC 296-127-320 and submitted to the Pierce County upon request for inspection at any time.
3. Submission of certified payrolls includes the submission of any approved 4/10 agreement that may exist for employees employed on the project.

D. PAYROLL DEDUCTIONS

1. Deductions shall be made in compliance with the requirements of federal, state, and local laws, such as federal income and social security taxes.

E. EMPLOYMENT OF APPRENTICES

1. Apprentices and trainees will be permitted to work at less than the prevailing rate for the work they perform when they are employed and individually registered in an approved apprenticeship or training program registered with the Washington State Apprenticeship Training Council.
2. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not an apprentice or is not registered or otherwise employed as stated above, shall be paid the full journeyman wage rate determined by the classification of work he/she actually performed.

F. CONTRACTORS AND SUBCONTRACTORS WHO ARE THEMSELVES PERFORMING WORK AS LABORERS AND MECHANICS

1. Owners-operators, partners, sole proprietors and/or officers of firms providing labor on this contract, must keep accurate records of the time they work on the public works in accordance with WAC 296-127-320.

G. POSTING WAGE DETERMINATIONS AND POSTERS ON JOBSITE

1. The approved Statement of Intent to Pay Prevailing Wage forms for all contractors, subcontractors and sub-tiers employed on this contract are to be visibly posted where all employees have ready and free access to inspect their contents.
2. Forms to be posted on projects over \$10,000:
 - Approved copy of prime and all subcontractors Intent to Pay Prevailing Wages accessible to all employees.
 - Copy of the wage rates applicable to the project if Intent is not yet approved AND a phone number and address of the Industrial Statistician of Department of Labor and Industries where a complaint or inquiry may be made.
 - If not feasible to post on jobsite, other posting procedures may be used as outlined in [RCW 39.12.020](#)
3. Other posters as required by state, federal or local law or ordinance.
 - Information about State and Federal posting requirements can be found here: <http://www.lni.wa.gov/FormPub/questions.asp>
 - Link to State and Federal Agency poster list: <http://www.lni.wa.gov/IPUB/101-054-000.pdf>
 - Contractors should be aware of potential additional posting requirements for local jurisdictions.

H. PAY REQUESTS

1. No initial payment request will be approved until an approved copy of the Statement of Intent to Pay Prevailing Wages has been received by Contract Compliance for the contractor and each subcontractor performing work under the contract.
2. All payment requests must be accompanied by a statement from the contractor certifying that the prevailing wages for all work have been paid in accordance with the approved Statement(s) of Intent To Pay Prevailing Wages on file with the public agency. (RCW 39.12.040)

I. BREACH OF LABOR STANDARDS PROVISIONS

1. In addition to any other causes for termination, Pierce County reserves the right to terminate this contract if the Contractor or any Subcontractor breaches any of these Labor Standards Provisions.

J. RESPONSIBILITY OF PRIME CONTRACTOR

1. It is incumbent upon the prime Contractor to read, understand, and comply with the project requirements as stated in the contract specifications. Any contractor of any tier performing work on this contract is subject to these requirements and should be so informed by the prime contractor. Timely progress payments can be dependent upon the submittal of required documentation. Contact the Contract Compliance Office if you have questions at (253) 798-7456.

SECTION IV. DOCUMENTATION REQUIREMENTS

1. The Contractor and each Subcontractor shall submit the required documentation listed below. Failure to submit documentation may result in withholding of all or a portion of any progress payment or a timely release of final payment.
2. Required documents list:
 - Statement of Intent to Pay Prevailing Wage and Affidavit of Wages Paid - Prime and all Subcontractors performing prevailing wage work.
 - Pierce County Required forms
3. Additional Filing Requirement for 5 Year Service Contracts:

In order to ensure current wages for employees on this contract, Pierce County requires that Contractors working on this project file a yearly Statement of Intent to Pay Prevailing Wage (intent) and Affidavit of Wages Paid (affidavit) if they are providing prevailing wage services. Intents should be approved prior to the beginning of the contract year, and affidavits approved as soon as the contract year is complete. The contractor will update the award date of the contract by one calendar year for each intent filed after the first.

The contractor may need to adjust the prevailing wage paid to its employees to comply with the effective prevailing wage rates for the period. If wages must be adjusted, the contractor must notify Pierce County of the change within 30 days prior to the anniversary date of this contract. In accordance with this document, the County agrees to add the adjusted amounts paid by the contractor that are incurred as a result of updated wages, as long as detailed documentation is provided. Contractor billings to Pierce County will be adjusted to reflect the new rates once rates are approved.

PIERCE COUNTY E-VERIFY PROGRAM:

E-VERIFY REQUIREMENTS:

- A. As a condition for the award of any County contract for public works in excess of \$100,000.00 or any other County contract in excess of \$25,000.00, the business entity or contractor shall enroll in the E Verify program, or its successor, and thereafter shall provide the County documentation affirming its enrollment and participation in the program. The conditions of this Section shall not apply to contracts that:
 1. Are only for work that will be performed outside the United States;
 2. Are for a period of performance of less than 120 days; or
 3. Are only for:
 - a. Commercially available off-the-shelf items (COTS) as defined by federal law;
 - b. Items that would be COTS items, but for minor modifications;
 - c. Items that would be COTS items if they were not bulk cargo; or
 4. Provide commercial services that are:
 - a. Part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications);
 - b. Performed by the COTS provider; and
 - c. Are normally provided for that COTS item.
- B. Contractors shall be required to continue participation in the E-Verify program throughout the course of their business relationship with the County.
- C. If a Contractor described in subsection A. uses a subcontractor whose work in connection with the performance of the contract would be subject to the requirements of subsection A. were the contract to be with Pierce County, the subcontractor shall, as a condition of contract, certify to the contractor in a manner that does not violate federal law that the subcontractor has registered and is participating in the E-Verify program and will not knowingly employ or contract with an unauthorized alien.

Enforcement of E-Verify Contract Terms.

- A. The Contractor must provide certification of enrollment with bid submittal. The Contractor is responsible for verification of every applicable subcontractor. Pierce County reserves the right to require a copy of a Memorandum of Understanding between the contractor or any Subcontractor and Department of Homeland Security upon request at any time during the project verifying the contractor's enrollment.
- B. The County shall suspend a contract with any business entity or contractor that the United States Attorney General or the Secretary of Homeland Security has found to have been in violation of 8 U.S.C. § 1324a should the business entity or contractor fail to correct the violation within 30 business days of receiving notice of the violation from the United States Attorney General or the Secretary of Homeland Security.
- C. Any suspension for E Verify noncompliance shall terminate one business day after a legal representative of the business entity or contractor submits, at a County office designated by the Executive, a declaration signed under penalty of perjury of the laws of the state, in the form provided by the County, stating with specificity that the violation has ended.

The Federal E-Verify Program is a web-based application that can be accessed at www.dhs.gov/everify.