



RFP Information

RFP No. 213

Custodial Services for District 7

Issue Date: March 12, 2009

Closing Date: April 10, 2009

Contact

Robin McKinney

Phone: 253-798-2685

Email: rmckinn@co.pierce.wa.us

Vendor Information

Firm Name: _____

Contact Name: _____

Address: _____

City: _____ State _____ Zip _____

Phone: _____ Fax: _____

E-Mail: _____

Return Proposals by 4:30pm, April 10, 2009 to:

Pierce County Purchasing

Attn: Emily Darby

615 South 9th Street, Suite 100

Tacoma, WA 98405

Phone: 253-798-7456

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SUBMITTAL DUE DATE

To be eligible for consideration, three (3) copies of a vendor's response to this Request for Proposals (hereafter called "response" or "proposal") must be received by the Pierce County Purchasing Department, 615 South 9th Street, Suite 100, Tacoma, WA 98405-4673 no later than close of business, 4:30 PM, April 10, 2009. The response must be submitted in a sealed envelope with the vendor's name, Request for Proposals Number and the due date clearly identified on the outside.

GENERAL INFORMATION

Pierce County is seeking proposals to award contract(s) for the custodial maintenance of various County facilities. This maintenance must be provided in a manner comparable to the "Prestige Service" level of cleaning as defined by the Building Owners and Managers Association in their publication *Cleaning Makes Cents* of 1997. The successful Proposer shall be obligated to fulfill that objective in a timely and professional manner in keeping with the established standards of the industry.

SCOPE OF PROJECT

County employees perform the custodial maintenance for many, but not all, of the County facilities. This specification is to replace an existing contract and does not include any facility that is currently maintained by County employees. Contracts will be established with one or more Contractors to provide custodial maintenance at various County facilities. The County reserves the right to award one or more contracts for one or more of the facilities to one or more Contractors, in the best interest of the County. It also reserves the right to exclude a facility from contract award if in the best interest of the County.

The Contractor shall not assign performance of any contract work by subcontract, or any other manner, without the prior written consent of the County.

The intent of this contract is to provide complete custodial services as defined herein. The unit contract items are meant to include all work consistent with standard industry practice. Therefore, any items of work which are required, but are not specifically called out in these specifications, shall be considered as incidental to the contract.

The County seeks to establish contract(s) that allow the temporary/permanent deletion of unoccupied offices, floors, or facilities and that allow the permanent addition of facilities not specified herein, based on this proposal specification. This proposal establishes performance requirements that shall be met by the Contractor and penalties for performance that does not meet this specification.

The Proposer shall be qualified by experience, financing, and equipment to do the work called for in the specifications. The County shall have the right to take such action as it deems necessary in determining the ability of the Proposer to perform the work satisfactorily. The Proposer shall have been in business under the present name for a minimum of two (2) years and shall be able to provide evidence of satisfactory experience in providing full custodial services for multi-story type office buildings with a minimum area of 40,000 square feet.

Proposals will only be considered that include all servicing of all facilities to the enclosed County standards.

Additional Pierce County facilities requiring similar services may be added to the scope of this project.

WALK THROUGH

Robin McKinney, Pierce County Facilities Services Coordinator, will conduct a **walk-through** at **9:00**

A.M., Friday, March 27, 2009 beginning, at 9850 64th Street West, University place, WA 98467. Please confirm your attendance with Robin McKinney at (253) 798-2685.

EXPECTED TERM OF RESULTING AGREEMENT

The initial contract period shall be from June 1, 2009 to May 31, 2010, unless sooner terminated as provided elsewhere in the Agreement.

The contract shall be renewed annually for four (4) additional one year terms, unless either party gives notice of non-renewal not less than 60 days prior to the expiration of any one year term.

CONTACT

Robin McKinney
Phone: 253-798-2685
Email: rmckinn@co.pierce.wa.us

SPECIFIC REQUIREMENTS CONCERNING PROPOSED SERVICES

Definitions:

1. **Facilities Services Coordinator:** County employee responsible for the administration of the contract per the terms of the specification.
Facilities Management, Robin McKinney
930 Tacoma Ave RM B-50
Tacoma, WA 98402
Phone: 253-798-2685
2. **Contractor:** Custodial service firm and its Owners or Managers, responsible for the performance of all Contractor employees to meet the terms of the contract and specifications.
3. **Contractor's Employees:** references to Contractor's Employees in this specification are intended to include Contractor and any and all Contractor personnel in any and all positions and any Sub-Contractor of the Contractor and any and all Sub-Contractor personnel in any and all positions.
4. **Cleaner:** Contractor's employee, performs routine and heavy duty cleaning tasks per the terms of the contract and specifications, such as emptying waste baskets, dusting, vacuuming carpet; spot cleaning high traffic areas; cleaning restrooms; operating equipment; using ladders; restocking restrooms and kitchens; and responding to Facilities Services Coordinators' requests.

Prevailing Wages:

Prevailing Wages must be paid per Attachment C, "Contract Compliance Requirements with Labor Standards for Professional & Technical Services."

Contact Pierce County Contract Compliance at 253-798-7250 if you have any questions regarding prevailing wages.

Annual Adjustment of Wages Paid:

Notwithstanding any other provisions of this agreement, on each anniversary of the contract date, the Contractor shall increase wages paid to its employees to the extent necessary to comply with the then most recent Prevailing Wage Determination issued by the Washington State Department of Labor & Industries' Industrial Statistician (DOL). The Contractor shall provide to Pierce County Contract Compliance a new Statement of Intent to Pay Prevailing Wages, with the then most recent Prevailing Wage Determination attached and approved by the DOL, on each anniversary date of this agreement. The Contractor shall also provide within thirty days prior to the anniversary of this contract, notice to

Pierce County of a change in the prevailing wage rate. Contractor billings to Pierce County will be adjusted to reflect said new rate. The County agrees to add to the amounts due the Contractor hereunder the amount, if any, by which the applicable prevailing wages paid by the Contractor are increased as a result of the operation of this paragraph. Provided Pierce County will not be liable for additional prevailing wage payments if the contractual wage amount exceeds the new prevailing wage. The Contractor further agrees to provide to the County an Affidavit of Wages Paid, certified by the DOL, within 30 days after each anniversary date of this agreement, for all work performed during the anniversary year just completed. The terms of this paragraph shall be included in any subcontract.

Legal Holidays:

New Year's Day.....	January 1
Martin Luther King's Birthday	3rd Monday in January
President's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day.....	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day.....	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day.....	December 25

When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for Pierce County and no service is required unless indicated.

Background Check:

A background check is required for all current and new-hire staff that will be entering any County Facility. In addition, an annual background check will be required for each staff member, with Facility access, employed on the anniversary date of the contract. The Pierce County Sheriff's Department will conduct the background checks. Any staff member or candidate not approved by the Pierce County Sheriff's Department will not be permitted to participate in this contract.

Emergency Cleaning Services:

The Contractor shall be expected to be responsive to the County's needs in the event of an emergency. The Contractor shall provide cleaning for custodial-related emergencies at contracted site within one hour of verbal request by the County, 24 hours a day, everyday of the year. Contractor shall provide necessary communication resources to allow the County to communicate with Contractor and 24 hours a day, every day of the year. Contractor shall be compensated for these call-outs per this specification based on an hourly rate provided for in the contract. Separate purchase orders and invoices shall be rendered for emergency services.

Supervision:

The Contractor shall provide for supervision of all his/her personnel. The Contractor shall ensure that all cleaning activities shall be performed in accordance with said contract.

The Contractor shall be able to communicate clearly in both written and spoken English.

The Contractor shall establish a routine for communication with the County so as to respond in a prompt and timely manner to any concerns or problems that may arise. The time and frequency of direct meetings may vary; however, at least once per week, the Contractor shall meet with the County during County work hours to review overall performance, receive special instructions, or discuss other pertinent items regarding the contract and the Contractor's performance. Failure of the Contractor to perform in accordance with the terms of this contract is grounds for contract termination by the County.

Contractor Responsibility:

1. General

- a. Contractor shall provide all necessary and proper supervision and labor and shall assign only qualified, trained, competent and reliable personnel to perform the services.
- b. Contractor shall be flexible in order to maintain certain secured areas within buildings that may have special requirements.
- c. Contractor and the Supervisor shall be able to adequately follow instructions written in English, be able to communicate in English with County staff at any cleaning location and respond the same day to notes written in English.
- d. No employee of the Contractor shall smoke in the buildings or within in 25 feet.
- e. Post prevailing wage affidavits in each facility in a place that the Contractor's employees can readily observe them.
- f. Contractor shall not use Subcontractors for any part of the contracted work without prior authorization.

2. Equipment, Products and Consumables

- a. All commercial-type power driven floor scrubber, shampoo, waxing, and polishing machines will be provided by the Contractor.
- b. Contractor will use only maintenance products and equipment of commercial/industrial grade of types approved by the County. Refer to Exhibit 3 for Floor Care Equipment.
- c. Replenish daily all of the following products, in appropriate dispensers, in accordance with the County directive for qualified products and methods, in all areas of the contracted facilities including, but not limited to: Offices, administrative areas, all common areas, all kitchens, all rest rooms, recreation rooms, locker rooms, and shower rooms.

Supplies by the County

Toilet paper
Paper towels
Seat Covers
Soap
Liners
Cleaning Chemicals

Supplies by the Contractor

Feminine hygiene products

- d. If Pierce County has specified manufacturer's brands and stock numbers to establish minimum standards, approved equals may be accepted. To receive such approval, the Proposer shall be solely responsible for making Pierce County familiar with the proposed products. Proposer requesting other than county-specified supplies must include with their proposal complete specification sheets, photographs, schematic drawings, etc. Performance testing in the field may be required. Unfamiliar and/or untested products shall be rejected as not meeting specifications. Pierce County reserves the right to be the sole judge of acceptability.
- e. The contractor shall supply all necessary labor, equipment, tools, cleaning supplies and sanitary products.

3. Communication

- a. To further communication and resolve problems at the lowest possible level, the Contractor shall meet regularly with the County, utilize the daily Log Book, be available by telephone, and respond immediately to County requests.
- b. Contractor shall communicate on an ongoing basis with County to refine the performance of each cleaning procedure, and designate which areas of the contracted facility the cleaning procedures shall be performed.
- c. Contractor shall keep the County informed of the name of each on-duty Supervisor or Lead person, as changes are made, during the life of the contract.
- d. Contractor shall train Contractor's employees in emergency response, first aid, blood-borne pathogens, MSDS and proper use/handling of chemicals. Contractor shall provide the County

with training records.

- e. Contractor shall train Contractor's new employees to perform to County specifications before placing on job.
- f. Contractor shall notify the County which Contractor's employees are assigned to each facility, which Contractor's employees are assigned as back-up for that facility, and all changes in assigned personnel.

4. Identification

- a. Contractor shall label all their equipment with their company name/logo for identification.
- b. Contractor shall ensure that his/her employees wear the photo identification tag, issued by the County, clearly visible on his/her person at all times while performing the work of the contract.

County Responsibility:

- 1. The County reserves the right to direct the Contractor to a change in procedure or product.
- 2. The County shall have the final authority as to how any and all cleaning procedures are to be performed and what areas of the contracted facilities shall be serviced.
- 3. The County reserves the right to contract separately for cleaning services, such as, but not limited to window cleaning, blind cleaning, and floor refinishing.
- 4. The County reserves the right to request the immediate removal of any employee of the Contractor from its premises.
- 5. The County shall provide limited storage space in each facility for custodial supplies and equipment required to clean that facility. The County shall inspect Contractor storage areas on a frequent basis for orderliness, appropriate storage practices and health and safety.
- 6. The County shall provide paper products, liners and hand-cleaning soaps.
- 7. The County reserves the right to contract with other providers for facilities not listed in this RFP, as best meets the needs of the County.
- 8. The County reserves the right to cancel any facility from this contract, without affecting the custodial performance of this contract for the facilities remaining on the contract.

Contractor's Employees:

- 1. Contractor shall provide employees who shall conduct themselves in a professional manner while performing the services of the contract.
- 2. Contractor shall provide employees who are competent and qualified to perform the services of the contract.
- 3. Contractor's employees shall not use radios, cell phones, televisions, video equipment, cameras, tape players, CD players or similar devices, either owned by the County or by County employees while performing services of this contract.
- 4. Contractor's employees shall not use recreational apparatus equipment, in or around facilities, while performing contracted service. This equipment includes, but is not limited to exercise equipment, gymnasiums or courts for use of basketballs, soccer balls, or volley balls, tennis balls, etc.
- 5. County phones are not to be used by Contractor's employees except for emergencies.
- 6. Use of electronic equipment such as computers, fax machines, typewriters, duplicating machines, calculators, and the like shall not be used by Contractor's employees, except upon the authorization of the County.
- 7. Contractor's employees shall not loiter in individual offices.
- 8. Contractor's employees shall not use any personal items found in individual offices, work stations,

receptionist areas or any other County worksites, including reading materials.

9. Contractor shall instruct his/her employees, in advance, as to what to do in a medical emergency.
10. Contractor's employee shall notify his/her Supervisor of any personal injury, including minor cuts. The Supervisor shall immediately notify the County of injury.
11. If injury to Contractor's employee is of sufficient nature to warrant immediate professional medical attention, employee shall seek out proper attention immediately.
12. Contractor's employees shall report to job-site drug and alcohol-free. Employees smelling of alcohol or other mind-altering drugs, or employees whose speech are slurred or who demonstrate other signs as a result of using alcohol or drugs, will be required to leave the job site.

Communication Log Book:

1. The County shall provide and place in the main custodial closet, a joint communication Log Book for communication between the County and Contractor. In the Log Book, the County shall write service requests which shall be minor in nature, within the scope of the contracted service that can be accomplished in the normal course of the Contractor's daily work. Requests will typically include items of minor service deviations from the cleaning contract or minor general requests that no additional compensation shall be given for completed service.
2. The Log Book is to be read, at the start of the shift and the Contractor's employee shall then record the date that each task was accomplished. Contractor shall be required to accomplish the service written in the Log Book within 24 hours.
3. If the Contractor feels that any request is questionable in nature, he or she may contact the County to discuss the request.
4. Any maintenance item, such as a burned out light, shall be recorded, with location, in the Log Book for repair by the County.
5. Custodial service infractions of a larger nature shall be addressed directly by the County to the Contractor.

Assessment of Work:

1. The County reserves the right to evaluate the Contractor's performance in each facility.
2. Contractor shall provide to the County on a monthly basis, a written report of the past month's service activity including, but not limited to, basic service performed or not performed, non-routine tasks completed, concerns or future issues that need to be addressed. Report shall be received by the County by the 8th calendar day of the month for the previous month's activities.
3. All work shall be performed by the Contractor and his/her employees, in accordance with the contract specifications and the County instructions to ensure that all operations are being accomplished in the best interest of the County.
4. Contractor's employees' performance shall be monitored by the County. Performance shall be measured against Contract specifications by observing Contractor's employees performing contracted service, by observing the condition of the facility after services are completed, and by reviewing reports with Contractor.

Custodial Service Times:

1. Work shall be performed on days and hours designated by the County, which is generally listed in Exhibit 1.
2. No work shall be performed that shall interfere with County-sponsored activities or regular work schedules. Although general schedules shall be established for work to be performed, there shall be times when the County may sponsor activities that shall conflict with the general cleaning schedule. The Contractor's employees shall be required to adjust their cleaning schedule accordingly, as

directed by the County.

3. Contractor shall provide an employee roster in the main storage room provided to the Contractor, of his/her employees working at the contracted site.

Retention of Records:

Contractor shall retain all records relating to this contract for a period of seven years following the date of final payment. Any authorized representative of Pierce County, the State, or Federal government (where federal funds are involved) shall have access to and the right to examine, audit, excerpt, and transcribe all said records within a reasonable time.

Soiling and Damage by Contract Employees:

1. While in the service of the contract work, if a Contractor's employee causes any soiling, in any areas of the contracted site, the soiling shall be cleaned up immediately and completely by the Contractor's employee.
2. Soiling that is created by Contractor's employees which cannot be cleaned up by Contractor's employees shall be reported immediately to the County.
3. Contractor shall be held liable for all damages or loss incurred in the contracted site, by Contractor's employees, while engaged in the contracted work, whether damage or loss is to County-owned property or property of County employees, including items that are damaged, broken, or pilfered.
4. Damage or loss caused by a Contractor's employee shall be reported immediately to his/her immediate Supervisor, who in turn shall report the loss or damage immediately to the County. The contractor shall be liable for all damage caused by his/her employees and the resulting repairs or replacement thereof.

Failure to Perform:

1. Failure of the Contractor to perform any services or requirements of the contract shall be cause for the County to deduct payment. The County shall consult with the Contractor or his/her designee before deduction is made. Final decision shall be that of the County.
2. If the Contractor is charged for nonperformance the charge shall be a minimum of one hundred dollars (\$100.00) for each infraction of general nonperformance of the contract. Examples of nonperformance and issues of the contract that payment may be deducted for are those that have immediate impact on the proper and necessary service levels, especially as they may relate to health, safety and welfare matters. Depending on the circumstances, the Contractor may be charged more than one hundred dollars (\$100.00).

Return Cleaning:

1. Contractor shall provide on-site service within two hours of verbal request for any nonperformance of cleaning services by Contractor's employees during the previous cleaning shift of contracted site that the County deems as necessary, 24 hours a day, every day of the year. Contractor shall provide necessary communication lines to allow the County to communicate with Contractor, immediately, 24 hours a day, every day of the year. Failure of Contractor to respond and take action shall result in reduced payment.
2. Contractor shall be assessed a minimum of one hundred dollars (\$100.00) for each infraction of not responding to requests within two hours of the verbal request. Depending on the circumstances, the Contractor may be charged more than \$100.00 dollars.
3. Contractor shall provide in writing to the County what actions were taken to correct the nonperformance of services. This document shall be received by the County within four work days of notice to Contractor of the nonperformance of services.

Failure to Perform within Twenty-four Hours (excluding legal Holidays and weekends):

1. Contractor shall be given 24 hours, after verbal or written notice, to correct nonperformance issues that are not of immediate nature. If the nonperformance of services is not corrected within 24 hours of verbal or written notice, actions as described above shall be initiated. The County shall later place in writing, if notice was given verbally, the nonperformance issues and forward a copy to Contractor.
2. Contractor shall be assessed a minimum of one hundred-dollars (\$100.00) for each infraction of not responding to requests within 24 hours. Depending on the circumstances, the Contractor may be charged more than \$100.00 dollars. All assessed amounts will be deducted from the monthly invoice.
3. Contractor shall be charged a minimum of one hundred dollars (\$100.00) for repeat infractions within a 30-day period. All assessments will be deducted from the invoice covering the 30-day period in which the infraction was assessed as authorized by the County.
4. Contractor shall provide a written response to the County listing the actions taken to correct the nonperformance of services. This document shall be received by the County within four days of notice to Contractor of the nonperformance of services.

Regular Custodial Maintenance:

The Contractor shall provide all necessary and proper: Supervision and labor, cleaning products excluding chemicals, cleaning equipment and tools, safety equipment, and vehicles to complete all services and specifications of the contract herein. All of the above shall be approved by the County at all times during the life of the contract.

The attached exhibits provide technical specifications for the custodial service:

Facilities to be Serviced	Attachment A
Areas to be serviced, required cleaning methods and procedures	Attachment B
Floor Care Equipment	Attachment C
Keys, Security and Emergency Specifications	Attachment D
Safety Specifications	Attachment E

Frequency of Cleaning:

All facilities will be cleaned five (5) nights a week, except as follows:

<u>Location</u>	<u>Frequency</u>
Peninsula Detachment	2 days per week (Tuesday and Friday)
Purdy Road Shop	3 days per week (Monday, Tuesday, Friday)

Hours of Performance:

The Contractor shall schedule the hours of performance of his/her personnel in such a manner so as to offer the least conflict with the efficient operations of the facilities as determined by the County. Contractor and Contractor's employees shall complete all daily services within prescribed times given in Exhibit 1. Special Project services shall be performed at times that shall not interfere with other County activities within the facility, as stipulated by the County.

Frequency of Floor Work:

<u>Facility</u>	<u>Description</u>	<u>Frequency</u>
Pen. Detachment	Machine scrub/buff tile	Monthly
	Spot wax as needed using high gloss	Monthly
	Top scrub/apply 2 coats of wax	3x per year
	Strip all tile floors/apply 3 coats of wax	1x per year

Facility	Description	Frequency
Purdy Road Shop	Machine scrub/buff tile	Monthly
	Spot wax as needed using high gloss	Monthly
	Top scrub/apply 2 coats of wax	3x per year
	Strip all tile floors/apply 3 coats of wax	1x per year
WWTP – Admin.	Machine scrub/buff tile	Monthly
	Spot wax as needed using high gloss	Monthly
	Top scrub/apply 2 coats of wax	3x per year
	Strip all tile floors/apply 3 coats of wax	1x per year
WWTP Modular	Machine scrub/buff tile	Monthly
	Spot wax as needed using high gloss	Monthly
	Top scrub/apply 2 coats of wax	3x per year
	Strip all tile floors/apply 3 coats of wax	1x per year
WWTP – Building “C”	Machine scrub/buff tile	Monthly
	Spot wax as needed using high gloss	Monthly
	Top scrub/apply 2 coats of wax	3x per year
	Strip all tile floors/apply 3 coats of wax	1x per year
WWTP – Maint	Machine scrub/buff tile	Monthly
	Spot wax as needed using high gloss	Monthly
	Top scrub/apply 2 coats of wax	3x per year
	Strip all tile floors/apply 3 coats of wax	1x per year
	In addition to above listed work, clean Poly Urethane floor using a non-filming detergent such as APF Orange Clean. No abrasive cleaners may be used. Floor can be mopped or scrubbed, machine scrub front reception area	Monthly
ESB	Buff front lobby floor	Weekly
	Scrub/wax all hard floors in kitchens, support building hallways/mud room Buff employee walkways in front of windows and wax when necessary	Monthly
	Strip and re-coat all hard floors	1x per year
	Touch up wax on hard floors (3,200 sq ft)	4x per year
	Clean and seal rubber stair tread with approved finish	Monthly
ESB Support Bldg	Touch up wax on hard floors (2,100 sq ft)	4x per year

Frequency of Carpet Cleaning (Hot Water Extraction):

Facility	Description	Sq. Ft.	Frequency
Pen. Detachment	Extract	2,500	1x per year
Purdy Road Shop	Extract	2,050	By Request
ESB	Extract	36,000	2x per year
	Extract Traffic Lanes	3,200	2x per year
WWTP – Admin	Extract	2,040	1x per year
	Extract Traffic Lanes	380	2x per year
WWTP – Modulares	Extract	4,300	1x per year
	Extract Traffic Lanes	430	2x per year
WWTP – Maint.	Extract	2,800	1x per year
	Extract Traffic Lanes	440	2x per year
WWTP – Bldg 270	Extract	500	1x per year
	Extract Traffic Lanes	50	2x per year

Frequency of Window Cleaning:

Facility	Description	Frequency
All	Interior/exterior	4x per year

Frequency of Blind Cleaning:

Facility	Description	Frequency
All	Ultrasonic or equivalent	1x per year

TIMELINES

1. Proposals must be received by the Purchasing Department not later than 4:30 p.m., April 10, 2009 to be considered.
2. Proposals will be evaluated and, if multiple proposers are deemed capable of meeting the requirements, interviews may be held with the top three proposers commencing on April 20, 2009.
3. The estimated date of notice of intention to negotiate a contract with the selected proposer is April 24, 2009.
4. The estimated date of contract execution is June 1, 2009.

PROPOSAL SUBMITTAL

As part of the proposal evaluation process, proposer shall provide detailed responses to the following questions. Attach separate pages, numbering your responses to match the categories and questions.

1. EXPERIENCE

- a) Describe your company, including length of time in business under current name, experience, financing, equipment, and experience in providing full custodial services for multi-story type office buildings with a minimum area of 40,000 square feet.
- b) Provide references by company name, contact person, address, and phone number of similar, multi-location, custodial service contracts that your company has provided service to for at least one year, within the last two years, for a facility at least 40,000 square feet. Failure to include references shall cause the proposal to be considered non-responsive.

2. PERFORMANCE

- a) Describe the equipment and provide a complete list of all supplies to be used.
- b) Describe what training or certification is required or provided to the employees who are assigned to these custodial tasks: Carpet Cleaning, Tile Floor Care and Routine Cleaning.

3. MANAGEMENT

- a) How is absenteeism handled?
- b) Describe your company's program for continuing education and training, including on the job training, testing and certification in all positions.
- c) Describe your cleaning quality control program.

4. QUALITY ASSURANCE

- a) Describe your company's self-inspection program to ensure compliance with the contract specifications.
- b) Describe your company's problem resolution process. How do you deal with customer complaints? How quickly do you respond to correct issues of nonperformance or unsatisfactory performance?

5. MISCELLANEOUS

- a) Provide a sample invoice or monthly billing sheet.
- b) Provide sample Damage and Accident Report forms.
- c) Provide a sample inspection form.

5. The prices set forth herein shall include all the costs of performing the services listed in this specification, including but not limited to, labor costs, material costs, delivery of all materials to the specific cleaning location, taxes, permits, overhead and profit. The County shall not recognize or entertain any additional claims over and above the prices listed on the following page.

PRICING

	<u>ITEM DESCRIPTION</u>	<u>PRICE PER MONTH</u>		<u>ANNUAL AMOUNT</u>
1.	Peninsula Detachment, Custodial	\$ _____	X 12	\$ _____
1a.	Carpet Cleaning	\$ _____	X 1	\$ _____
1b.	Floor care	\$ _____	X 12	\$ _____
1c.	Window Cleaning	\$ _____	X 4	\$ _____
1d.	Blind Cleaning	\$ _____	X 1	\$ _____
2.	Purdy Road Shop, Custodial	\$ _____	X 12	\$ _____
2a.	Carpet cleaning (on request)	\$ _____		\$ _____
2b.	Floor Care	\$ _____	X12	\$ _____
2c.	Window Cleaning	\$ _____	X 4	\$ _____
2d.	Blind Cleaning	\$ _____	X 1	\$ _____
3.	Environmental Services, Custodial	\$ _____	X 12	\$ _____
3a.	Carpet cleaning	\$ _____	X 4	\$ _____
3b.	Floor	\$ _____	X 12	\$ _____
3c.	Window Cleaning	\$ _____	X 4	\$ _____
3d.	Blind Cleaning	\$ _____	X 1	\$ _____
4.	Waste Water (Admin), Custodial - to include Modular Buildings	\$ _____	X 12	\$ _____
4a.	Carpet cleaning	\$ _____	X 4	\$ _____
4b.	Floors	\$ _____	X 12	\$ _____
4c.	Window Cleaning	\$ _____	X 4	\$ _____
4d.	Blind Cleaning	\$ _____	X 1	\$ _____
5.	Waste Water (Maint.), Custodial- to include "C" Bldg Restroom and Bldg 270 Offices (2)	\$ _____	X 12	\$ _____
5a.	Carpet cleaning	\$ _____	X 4	\$ _____
5b.	Floors	\$ _____	X 12	\$ _____
5c.	Window Cleaning	\$ _____	X 4	\$ _____
5d.	Blind Cleaning	\$ _____	X 1	\$ _____
	Base Proposal			\$ _____

Special Cleaning (charge to start from time of arrival to the site).

Emergency response \$ _____ per hour

Prompt Payment Discount _____% _____ days, net 30.

Invoicing for 1-1d: Pierce County Facilities Management, 1102 Broadway Suite 302, Tacoma, WA 98402

Invoicing for 2-2d: Purdy Road Shop, 13209 Goodnough Dr., Gig Harbor, WA 98332

Invoicing for 3-3d: Pierce County Public Works, 9850 64th Street W. University Place, WA 98467

Invoicing for 4-5d: Public Works and Utilities, 10311 Chambers Creek Rd. W., University Place, WA 98467

ADDITIONAL REQUIREMENTS FOR SUBMITTAL

1. Name, local address, and phone number of the firm proposed for this contract.
2. The names and number of years the firm has been in business under current or previous names or additional assumed business names.
3. The name and resume of each individual assigned to this project and the individual assigned to backup the primary person in his/her absence and similar information concerning each individual to be provided by subcontract.
4. The name and title of the person authorized to execute a contract on behalf of the firm.
5. A statement outlining any exceptions to the County's requirements or clarifications to the requirements.
6. Any additional services or procedures of benefit to the County not specifically required herein, which the Contractor offers to provide.
7. Provide complete pricing.
8. References listing customers with similar systems or volume requirements.
9. The caption, cause number, Court, Counsel, and general summary of any litigation pending or judgment rendered within the past 3 years against the proposer.
10. Note the extent, if any, to which the firm, association or corporation or any person in a controlling capacity associated therewith or any position involving the administration of federal, State or local funds; is currently under suspension, debarment, voluntary exclusion, or determination of eligibility by any agency; has been suspended, debarred, voluntarily excluded or determined ineligible by any agency within the past 3 years; does have a proposed debarment pending; has been indicted, convicted or has a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or misconduct with the past 3 years.
11. In addition to any specific requirements requested in this proposal, the following documents must be completed and submitted with the proposal:
 - A. Required Signature Page for Proposal
 - B. Subcontractors Participation Form (Exhibit C)
 - C. Certification of Nonsegregated Facilities and Non-collusion Affidavit and Debarment Affidavit (Exhibit C)
 - D. Personnel Workforce Data Form (Exhibit C)

EVALUATION CRITERIA

Matters relating to qualification to meet the County's needs will receive highest priority in evaluation. Matters relating to the means of meeting those needs described in the proposal will be considered secondary. Actual prices may be used to select successful offerors, and pricing methods and flexibility offered by a proposer for use in negotiation of a resulting contract may be considered in evaluation. After a proposal is selected, the County expects to negotiate the details of work to be performed based upon the proposal and the County's needs and appropriate pricing of selected tasks. If negotiations fail for any reason, including price, the County may choose to negotiate with others to obtain an appropriate contract for needed services.

Firms will be evaluated on the following criteria:

1. The ability of the firm to service this account based on the contemplated scope of work and volume of business.
2. The experience of the firm, length of time in business and other matters relating to relevant experience.
3. Experience of the individuals assigned to this account.
4. Appropriateness and flexibility of pricing arrangements.
5. References either submitted with the proposal or known to the County.
6. The firm's approach to this work, including compliance with requirements, innovative offerings, services offered and other related matters.
7. Past performance with work provided to the County.
8. Other information as appropriate.

GENERAL TERMS AND CONDITIONS

The following terms and conditions apply to all proposals to provide services to Pierce County:

1. Pierce County expressly reserves the following rights:
 - a. To reject any and/or all irregularities in the proposals submitted.
 - b. To reject any or all proposals or portions thereof.
 - c. To base awards with due regard to quality of services, experience, compliance with specifications, and other such factors as may be necessary in the circumstances.
 - d. To make the award to any vendor or combination of vendors whose proposal(s), in the opinion of the County, is in the best interest of the County.
2. All proposals must be sealed in an envelope or appropriate packaging and addressed as requested in the RFP. The name and address of the vendor must appear on the envelope. The outside must state the RFP title and number and the RFP due date and time.
3. The RFP must be signed with ink by an authorized individual of the company empowered to act in that capacity before a contract will be negotiated.
4. Any proposal or modification received after the hour and date specified may be returned unopened.
5. All documents, reports, proposals, submittals, working papers, or other materials prepared by the Contractor pursuant to this proposal shall become the sole and exclusive property of the County, and the public domain, and not the property of the Contractor. The Contractor shall not copyright, or cause to be copyrighted, any portion of said items submitted to the County because of this solicitation.
6. All of the items mentioned in paragraph 5 above submitted to Pierce County should be printed both sides on recycled paper whenever practicable.

GENERAL CONDITIONS OF PERSONAL SERVICE CONTRACTS

Substantially the following additional provisions will be incorporated into any negotiated contract resulting from this RFP:

1. Scope of Contractor's Services:

The Contractor agrees to provide to the County services and any materials set forth in the project narrative identified as Exhibit "A" during the Agreement period. No material, labor, or facilities will be furnished by the County, unless otherwise provided for in the Agreement.

2. Accounting and Payment for Contractor Services:

Payment to the Contractor for services rendered under this Agreement shall be as set forth in Exhibit "B." Where Exhibit "B" requires payments by Pierce County, payment shall be based upon billings, supported unless otherwise provided in Exhibit "B," by documentation of units of work actually performed and amounts earned, including where appropriate, the actual number of days worked each month, total number of hours for the month, and the total dollar payment requested. Unless specifically stated in Exhibit "B" or approved in writing in advance by the official executing this Agreement for Pierce County, (hereinafter referred to as the "Contracting Officer"), the County will not reimburse the Contractor for any costs or expenses incurred by the Contractor in the performance of this contract.

Where required, the County shall, upon receipt of appropriate documentation, compensate the Contractor, no more often than monthly, through the County voucher system for the Contractor's service pursuant to the fee schedule set forth in Exhibit "B."

3. Assignment and Subcontracting:

No portion of this contract may be assigned or subcontracted to any other individual, firm or entity without the express and prior written approval of the Contracting Officer.

4. Labor Standards and Contract Assistance:

The Contractor shall comply with the provisions of Exhibit "C", attached hereto, titled "Contract Compliance For Professional, Technical, Supply or Services".

5. Independent Contractor:

The Contractor's services shall be furnished by the Contractor as an independent Contractor and nothing herein contained shall be construed to create a relationship of employer-employee or master-servant, but all payments made hereunder and all services performed shall be made and performed pursuant to this Agreement by the Contractor as an independent Contractor.

The Contractor acknowledges that the entire compensation for this Agreement is specified in Exhibit "B" and the Contractor is not entitled to any County benefits including, but not limited to: vacation pay, holiday pay, sick leave pay, medical, dental, or other insurance benefits, or any other rights or privileges afforded to Pierce County employees. The Contractor represents that he/she/it maintains a separate place of business, serves clients other than the County, will report all income and expense accrued under this contract to the Internal Revenue Service, and has a tax account with the State of Washington Department of Revenue for payment of all sales and use and Business and Occupation taxes collected by the State of Washington.

Contractor will defend, indemnify and hold harmless the County, its officers, agents or employees from any loss or expense, including but not limited to settlements, judgments, setoffs, attorneys' fees or costs incurred by reason of claims or demands because of breach of the provisions of this paragraph.

6. No Guarantee of Employment:

The performance of all or part of this contract by the Contractor shall not operate to vest any employment rights whatsoever and shall not be deemed to guarantee any employment of the

Contractor or any employee of the Contractor or any subcontractor or any employee of any subcontractor by the County at the present time or in the future.

7. Taxes:

The Contractor understands and acknowledges that the County will not withhold Federal or State income taxes. Where required by State or Federal law, the Contractor authorizes the County to make withholding for any taxes other than income taxes (i.e., Medicare). All compensation received by the Contractor will be reported to the Internal Revenue Service at the end of the calendar year in accordance with the applicable IRS regulations. It is the responsibility of the Contractor to make the necessary estimated tax payments throughout the year, if any, and the Contractor is solely liable for any tax obligation arising from the Contractor's performance of this Agreement. The Contractor hereby agrees to indemnify the County against any demand to pay taxes arising from the Contractor's failure to pay taxes on compensation earned pursuant to this Agreement.

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

8. Regulations and Requirement:

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, and to any other provisions set forth in Exhibit "D."

9. Right to Review:

This contract is subject to review by any Federal or State auditor. The County or its designee shall have the right to review and monitor the financial and service components of this program by whatever means are deemed expedient by the Contracting Officer. Such review may occur with or without notice, and may include, but is not limited to, on site inspection by County agents or employees, inspection of all records or other materials which the County deems pertinent to the Agreement and its performance, and any and all communications with or evaluations by service recipients under this Agreement. The Contractor shall preserve and maintain all financial records and records relating to the performance of work under this Agreement for 3 years after contract termination, and shall make them available for such review, within Pierce County, State of Washington, upon request.

10. Modifications:

Either party may request changes in the Agreement. Any and all agreed modifications shall be in writing, signed by each of the parties.

11. Termination for Default:

If the Contractor 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 Contractor 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 Contractor 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 Contractor. The Contractor 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 Contractor 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.

12. 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 interests of the County. Whenever the contract is terminated in accordance with this paragraph, the Contractor 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.

13. Defense & Indemnity Agreement:

The Contractor agrees to defend, indemnify and save harmless the County, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgements, 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 on account of 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.

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

14. Insurance Requirements

The insurance coverages specified in this paragraph (14.) are required unless modified by Attachment A of this agreement. If insurance requirements are contained in Attachment A they take precedence

The Contractor shall, at the Contractor's own expense, maintain, with an insurance carrier licensed to do business in the State of Washington, with minimum coverage as outlined below, commercial automobile liability insurance, and either commercial general liability insurance, or, if any services required by the contract must be performed by persons licensed by the State of Washington, professional liability insurance:

Commercial Automobile Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.

Commercial General Liability

Bodily Injury Liability and Property Damage Liability Insurance \$1,000,000 each occurrence OR combined single limit coverage of \$2,000,000, with not greater than a \$1000.00 deductible.

Professional Liability Insurance

Shall include errors and omissions insurance providing \$1,000,000.00 coverage with not greater than a \$5,000.00 deductible for all liability which may be incurred during the life of this contract.

Pierce County shall be named as an additional insured on all required policies except professional liability insurance, 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, which shall be attached to the contract.

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.

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 South, Suite 303, Tacoma, WA 98402."

15. 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.

16. 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 courts 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.

17. 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 10 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 or 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.

18. Future Non-Allocation of Funds:

Notwithstanding any other terms of this Agreement, 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 payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by county ordinance. No penalty or expense shall accrue to the County in the event this provision applies.

19. Contractor Commitments, Warranties and Representations:

Any written commitment received from the Contractor concerning this Agreement shall be binding upon the Contractor, unless otherwise specifically provided herein with reference to this paragraph. Failure of the Contractor to fulfill such a commitment shall render the Contractor liable for damages to the County. A commitment includes, but is not limited to any representation made prior to execution of this Agreement, whether or not incorporated elsewhere herein by reference, as to performance of services or equipment, prices or options for future acquisition to remain in effect for a fixed period, or warranties.

20. Patent/Copyright Infringement:

Contractor will defend and indemnify the County from any claimed action, cause or demand brought against the County, to the extent such action is based on the claim that information supplied by the Contractor infringes any patent or copyright. The Contractor will pay those costs and damages attributable to any such claims that are finally awarded against the County in any action. Such defense and payments are conditioned upon the following:

- a. That Contractor shall be notified promptly in writing by County of any notice of such claim.
- b. Contractor shall have the right, hereunder, at its option and expense, to obtain for the County the right to continue using the information, in the event such claim of infringement, is made, provided no reduction in performance or loss results to the County.

21. Disputes

a. General

Differences between the Contractor 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 Contracting Officer, shall be final and conclusive.

b. Notice of Potential Claims

The Contractor 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 Contracting Officer or the County, or (2) the happening of any event or occurrence, unless the Contractor 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 Contractor 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. Contractor 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 Contractor 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 Contractor 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.

22. Ownership of Items Produced

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection with the performance of this Agreement shall be the sole and absolute property of the County.

23. Confidentiality:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the County or acquired by the Contractor in performance of this Agreement, except upon the prior written consent of the Pierce County Prosecuting Attorney or an order entered by a court after having acquired jurisdiction over the County. Contractor shall immediately give to the County notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the County, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

24. 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 Contractor to the department head of the department

for whom services are rendered, and to the County Purchasing Agent, 615 S. 9th, Tacoma, WA 98405-4673. Notice to the Contractor for all purposes under this Agreement shall be given to the address reflected below. Notice may be given by delivery or by depositing in the US Mail, first class, postage prepaid.

25. 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.

26. 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.

27. Waiver of Non Competition:

Contractor irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and Contractor further promises that it will not in the future, directly or indirectly, induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

28. Survival:

The provisions of paragraphs 5, 7, 9, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 25, and 26, and the provisions of any non-collusion affidavit required by paragraph 4, shall survive, notwithstanding the termination or invalidity of this Agreement for any reason.

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

EXHIBIT “C” CONTRACT COMPLIANCE FOR LOCAL PUBLIC WORKS PROJECTS

PROJECT: Custodial Services

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, color, ethnicity, national origin, gender, age, or 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.

Requirements for this public works project are listed in the following sections:

- Section I Definitions
- Section II MBE and WBE Participation
- Section III Equal Employment Opportunity Requirements
- Section IV Labor Standards Requirements
- Section V Document Submittal Requirements

SECTION I. GENERAL INFORMATION

DEFINITIONS

The following definitions are applicable to all regulations contained in these specifications. All words shall have their ordinary and usual meanings except those defined in this section which shall have in addition, the meaning set forth below.

1. "Bidder" shall mean any person, firm or corporation, which formally submits a bid or proposal to provide material, supplies or services in response to a solicitation for bids or proposals issued by Pierce County.
2. "Certified" shall mean that a business has met the certification requirements of the Office of Minority and Women's Business Enterprises of the State of Washington and has been designated by them as a legitimate MBE, WBE, or Combination M/WBE.
3. "Contract Awarding Authority," shall mean the Pierce County Executive or any person authorized by the Executive to enter into a contractual arrangement binding Pierce County.
4. "Contractor" or "Consultant" shall mean any person, partnership, corporation, or other type of business entity, which has a contract with Pierce County for the provision of goods and/or services.
5. "Department," shall refer to any department as defined by Pierce County ordinance or other applicable law and shall include all county agencies not associated with a department. These agencies shall similarly discharge those duties this chapter requires of departments and shall include the Pierce County Prosecuting Attorney, the Pierce County Assessor, and the Pierce County Council.
6. "Discrimination" shall mean differential treatment of or pursuit of policies or practices that have a disproportionate impact upon persons due to their race, color, creed, religion, sex, sexual orientation, age, nationality, marital status or the presence of any sensory, mental or physical disability, unless such policies, procedures or practices are necessary for the performance of the job and no less discriminatory alternatives are possible.
7. "Employment" means any and all terms and conditions and policies and practices of employment including:

hiring, firing, upgrading, demotion, recruiting, apprentice and training programs, transfer, lay-off, termination, pay rates, advertisement, hours and conditions of work.

8. "Equal Employment Opportunity" shall mean the opportunity for all contractor, Subcontractor and supplier employees and applicants for employment to be treated fairly and equally throughout their relationships with those firms without unlawful discrimination.
9. "Joint Venture," shall mean an association of two or more persons, partnerships, corporations or any combination of them, established to carry on a single business activity which is limited in scope or direction. The degree to which a joint venture may satisfy relevant utilization goals cannot exceed the proportionate interest of the minority/women's business held as a member of the joint venture in the work to be performed. The agreement establishing the joint venture, partnership or other multi-entity relationship shall be in writing. Further, minority/women's participation in a joint venture shall be based on sharing of real economic interest in the venture and shall include proportionate control over management, interest in capital acquired by the joint venture, and interest in earnings.
10. "Minority Business" shall mean a business certified by the Office of Minority and Women's Business Enterprises of the State of Washington as a minority business enterprise which is owned and controlled by a minority person or persons as defined in this section.
11. "Minority or Minorities" shall mean a person who is a citizen or legal resident of the United States and who is a member of one or more of the following historically disadvantaged racial or ethnic groups:
 - a. Black: Having origins in any of the Black racial groups of Africa;
 - b. Hispanic: Of Mexican, Puerto Rican, Cuban, or Central or South American culture or origin (note: for certain federal and state funded projects, this classification shall include persons of Portuguese culture or descent);
 - c. Asian: Having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and,
 - d. Native American: Having origins in any of the original American Indian or Alaskan Native peoples of North America.
12. "OMWBE" shall mean the Washington State Office of Minority and Women's Business Enterprises.
13. "Outreach Efforts," shall mean voluntary efforts in good faith to contact and solicit bid proposals/quotes from minority and women owned firms.
14. "Public Works Contracts" shall mean contractual arrangements outlining the relationship between Pierce County and its prime Contractors for the construction, repair, alteration, or improvement of buildings, parks, airports, streets, sewers, water systems or other improvements to real property as described and defined in RCW 39.04.
15. "Recipient" shall refer to any department as defined by Pierce County ordinance or other applicable law and shall include all county agencies not associated with a department. These agencies shall similarly discharge those duties this chapter requires of departments and shall include the Pierce County Prosecuting Attorney, the Pierce County Assessor, and the Pierce County Council.
16. "Small Business Concern" means a small business as defined pursuant to Section 3 of the Federal Small Business Act and relevant regulations.
17. "Subcontractor" shall mean a business, which receives any assignment of work from the prime Contractor, consultant or any Subcontractor on this project. An assignment of work is any request by one firm of another to perform specific construction related services on this project and may also require that goods or materials be supplied along with those services.
18. "Supplier" or "Regular Dealer" means a business which will provide goods (but not services) to a prime Contractor or Subcontractor on this project and owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of this contract are bought, kept in stock, and regularly sold to the public in the usual course of business. A regular dealer in such bulk items as steel, cement, gravel, stone, and petroleum products need not keep such products in stock, if it owns or operates distribution equipment. Brokers and packagers shall not be regarded as manufacturers or regular dealers under this section.
19. "Women" or "Female" used interchangeably within this document to denote a person of the feminine gender. Please note that unless these terms are specifically used to set women apart from men, that these specifications are, for all intents and purposes, gender neutral.
20. "Women's Business," means a business certified by the Office of Minority & Women Business Enterprises of the State of Washington as a women's business enterprise and which is owned and controlled by

women.

SECTION II.MBE and 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 limited 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.

B. MWBE DIRECTORY ASSISTANCE

1. The Washington State Office of Minority and Women's Business Enterprises can provide current information regarding certified MWBE firms. Contact OMWBE at (360) 753-9697 in Olympia, Washington or via the Internet at www.omwbe.wa.gov/. A directory of MWBE firms can be located on the internet at www.omwbe.wa.gov/biznetwas/. The directory may also be viewed at the Pierce County Public Works and Utilities Department, 2702 South 42nd St, Tacoma, WA 98409.

C. REPORTING REQUIREMENTS

1. Before award, the bidder must meet the following bidder responsibility criteria as outlined in RCW 39.04 to be considered a responsible bidder. The bidder may be required by the Owner to submit documentation demonstrating compliance with the criteria. The bidder must have a current certificate of registration as a contractor in compliance with RCW 18.27, which must be in effect at the time of bid submittal. The bidder must have a current Washington Unified Business Identifier (UBI) number. If applicable, the bidder must have Industrial Insurance (Workers Compensation) coverage for employees working in Washington as required in Title 51 RCW, have a Washington Employment Security Department number as required in Title 50 RCW, have a Washington Department of Revenue state excise tax number as required by Title 82 RCW, and not be disqualified from bidding on any public works contract under RCW 30.06.010 or 39.12.065(3).

The Contractor shall require the responsibility criteria stated in RCW 39.06 for each subcontractor of every tier, and shall include these requirements in every subcontract of every tier. Each subcontractor must have a current certificate of registration as a contractor in compliance with RCW 18.27, which must be in effect at the time of subcontract agreement. The subcontractor must have a current Washington Unified Business Identifier (UBI) number. If applicable, the subcontractor must have Industrial Insurance (Workers Compensation) coverage for employees working in Washington as required in Title 51 RCW, have a Washington Employment Security Department number as required in Title 50 RCW, have a Washington Department of Revenue state excise tax number as required by Title 82 RCW, and not be disqualified from bidding on any public works contract under RCW 30.06.010 or 39.12.065(3). If applicable the subcontractor must have an electrical contractor license as required by Chapter 19.28 RCW or an elevator contractor license if required by Chapter 70.87 RCW.

2. All bids shall be accompanied by the Subcontracting Participation Form. Bidders shall indicate the proposed dollar value of each subcontract and type of work. For contracts of one million dollars or more, failure to name subcontractors performing the work of heating, ventilation and air conditioning, plumbing and electrical as described in RCW 39.30.060 shall render the bid non-responsive and, therefore, void.
3. Failure to provide required documents (e.g. certified payrolls, Statements of Intent to Pay Prevailing Wages, subcontract agreements, etc.) in a timely manner may result in suspension or termination of the contract, suspension of payments due hereunder, or other appropriate action.

4. Prior to final acceptance of the work by the owner, the Contractor shall submit an Affidavit of Wages Paid for themselves and for all Subcontractors utilized on this project.

D. RECORD KEEPING

1. The Contractor shall maintain for three (3) years after completion of this contract, relevant records and information necessary to document the level of utilization of all firms performing on this contract as well as any voluntary efforts the Contractor makes to increase the participation of MWBEs. The Contractor shall also maintain all written quotes, bids, estimates, or proposals submitted to the Contractor by all businesses seeking to participate as Subcontractors or suppliers on this contract. Pierce County shall have the right to inspect and copy such records.

E. VOLUNTARY OUTREACH EFFORTS TO INCREASE PARTICIPATION BY MWBEs

1. Bidder/proposer is encouraged to:
 - (a) Include in advertisements for Subcontractors or suppliers a provision encouraging participation by MWBE firms.
 - (b) Advertise opportunities for Subcontractors and suppliers in a manner reasonably designed to provide MWBEs capable of performing the work with timely notice of such opportunities. Advertising may be done through general advertisements e.g., newspapers, journals, or by soliciting bids directly from MWBEs.
 - (c) Provide MWBEs and other small businesses that express interest in bidding on this contract with adequate and timely information within 24 hours from the time and date of contact and prior to bid opening about plans, specifications, and requirements of the contract. Contact potential Subcontractors by telephone, fax or letter.
 - (d) Break down total requirements into smaller tasks or quantities, where economically feasible, in order to permit maximum participation by small businesses including MWBEs.
 - (e) Establish delivery schedules, where the requirements of this contract permit, that encourage participation by MWBEs.
 - (f) Reduce bonding requirements where practicable.
 - (g) Create mentoring programs for MWBEs and other small businesses.
 - (h) Utilize the services of available minority community organizations, minority contractor groups, local minority assistance offices and organizations that provide assistance in the recruitment and placement of MWBEs and other small businesses.

Nothing in this section prevents or discourages the Contractor from also engaging in efforts to obtain the involvement of non-minority firms.

F. NON-DISCRIMINATION

1. Bidders and Contractors shall not create barriers to open and fair opportunities for MWBEs to participate in County contracts, or to obtain or compete for contracts/subcontracts as sources of supplies, equipment, construction and services. In considering offers from and doing business with Subcontractors and suppliers, the Bidder shall not discriminate on the basis of race, sex, color, ethnicity, national origin, age, or disability.

G. SANCTIONS

1. Any violations of the mandatory requirements of this part of the contract shall be a material breach of contract for which the Contractor may be subject to a requirement of specific performance, or damages, or sanctions provided by this contract or other applicable laws. Violations for discriminatory acts regardless of

the injured party's race, sex, color, ethnicity, or national origin shall be as provided by RCW 49.60, the Washington State anti-discrimination law.

SECTION III. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

A. Scope

1. This section specifies Equal Employment Opportunity requirements for all Contractors performing work under this construction contract.
2. Equal Employment Opportunity shall mean the opportunity for employees of the Contractor and all Subcontractors to be treated in an equitable manner without discrimination throughout their employment relationships.
3. No person or firm employed by the Contractor or any Subcontractor on this contract shall be subject to retaliation for opposing any practice made unlawful by Title VII of the Civil Rights Act, the Age Discrimination in Employment Act (29 U.S.C. 621 et seq.), the Equal Pay Act (29 U.S.C. 206(d)), the Rehabilitation Act (29 U.S.C. 791 et seq.), the Americans with Disabilities Act of 1990, or for participating in any stage of administrative or judicial proceedings under those statutes.

B. VOLUNTARY EFFORTS

1. The Contractor is encouraged to seek qualified minorities and women including local residents of Pierce County for employment through news media advertisements, in-house referrals or postings, employment agencies, recruitment sources, community based organizations and other outreach activities.
2. The Contractor is encouraged to take all reasonable steps to ensure that qualified non-minority and minority persons seeking employment with the Contractor are provided equal access to employment opportunities within their firms.

SECTION IV. LABOR STANDARDS REQUIREMENTS

A. SCOPE

1. Conditions of contract award relating to all subcontracts on this project are specified below:
The Contractor shall include or cause to be included in each subcontract relating to this public works project, provisions consistent with the Labor Standard Provisions. In addition, a clause requiring the Subcontractors to include such provisions in any lower tier subcontracts they may enter into, together with a clause requiring such insertion in any further subcontracts that may in turn be made.
2. Until an approved copy of the Statement of Intent To Pay Prevailing Wages form is provided to Pierce County for the Contractor and each Subcontractor, the County is prohibited by law from releasing any payment to the Contractor for the public work covered by that form. Each Bidder, Contractor and Subcontractor shall submit other applicable documentation set forth in Section V.
3. Contract Compliance field monitors shall be permitted to interview employees of the Contractor or any Subcontractor during working hours on the job at any time during the course of this public works contract.
4. Either the Contractor in person or an authorized representative shall remain on site whenever the project work is underway. Before the work begins, the Contractor shall name in writing an experienced superintendent who understands the contract and is able to supervise the work. Competent supervisors experienced in the task being performed shall continuously oversee the contract work.

B. 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 public works, project. 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. A copy of those rates can be found in this contract.

Questions concerning prevailing wages shall be referred to the Contract Compliance Office located in the Pierce County Public Works & Utilities Department at (253) 798-7250 or the state Department of Labor and Industries-Prevailing Wage Division in Olympia at (360) 902-5334.

2. All laborers and mechanics employed or working upon the site of this public work will be paid those rates and benefits unconditionally, not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as permitted by law or authorized by the employee. In addition, certain crafts where work is normally performed within a firm's shop (for example, custom cabinets, sheet metal fabrication) require the payment of prevailing wage rates established by the State Department of Labor and Industries.
 3. Provisions of State Labor Standards 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..." The Pierce County Field Monitor shall perform Wage Interviews on site with employees of the Contractor and all Subcontractors of every tier.
 4. The Contractor and each Subcontractor shall, on or before the date of commencement of work, file an Intent To Pay Prevailing Wage form with Pierce County, under oath, and approved by the Washington State Department of Labor and Industries, certifying each classification of laborers, workmen or mechanics employed upon the public work by the Contractor or Subcontractor and the rate of hourly wages and benefits paid, which shall not be less than the applicable prevailing wage rates.
 5. Such statement and any subsequent statements (including the Affidavit of Wages Paid form) shall be filed in accordance with the practices and procedures required by the State Department of Labor and Industries. The Contractor and its Subcontractors shall pay all required fees for submittal and processing of such statements directly to the Department of Labor and Industries.
- C. UNDERPAYMENT OF WAGES OR BENEFITS
1. Wage restitution will be promptly made for underpayment of State prevailing wages 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 State of Washington Department of Labor & Industries.
 2. Where the Contractor or Subcontractor fails to make prompt restitution when directed to do so by the County, Pierce County, in addition to such other rights as may be afforded it under this public works contract, may withhold from the Contractor, out of any payments due them, so much of that payment as Pierce County may consider necessary to pay those laborers or mechanics the full amount of the prevailing wages and/or benefits required by the public works contract. The amount so withheld may be disbursed by Pierce County, for and on account of the Contractor or the Subcontractor, directly to the respective laborer(s) or mechanic(s) to whom the same is due, and the County may pay on their behalf an amount equal to such underpaid fringe benefits to approved benefit plans, funds, programs or trusts.
- D. PAYROLLS AND BASIC PAYROLL RECORDS OF CONTRACTOR AND SUBCONTRACTORS
1. The Contractor and each Subcontractor shall prepare its certified payrolls on forms satisfactory to the Pierce County Compliance Office. Each certified payroll shall cover a seven (7) day work week. Copies of the payrolls shall be maintained by the Contractor and each Subcontractor which shall be subject to audit and inspection by Pierce County at all times. Employee work classification codes used on certified payrolls shall match exactly with the occupation codes listed on the minimum wage schedule in the contract.

2. The Contractor and each Subcontractor shall submit weekly to Pierce County within ten calendar days of the end of the preceding weekly payroll period a copy of the payroll and an original signed "Statement of Compliance." The payrolls & basic payroll records of the Contractor/Subcontractor covering all laborers and mechanics employed upon the public work covered by this contract shall be maintained during the course of the work and preserved for a period of three (3) years thereafter. Such payrolls/basic payroll records shall contain the name and address of each employee, Social Security number, his/her correct work classification as shown on the Intent to Pay Prevailing Wages, rate of pay, daily and weekly number of hours worked for this project, deductions made, and actual wages paid. The statement of compliance shall indicate if the employees' benefits were paid directly to the individual employee, to the employee's union, or to a third party trust.
3. Each Contractor and each Subcontractor employed on this public work shall make its employment and benefit records with respect to persons employed by it upon the public work covered by this contract available for inspection by authorized representatives of Pierce County. Such representatives shall be permitted to interview employees of the Contractor or any Subcontractor during working hours on the job for this public works project. Such records which show that the commitment to provide benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and which show the costs anticipated or the actual cost incurred in providing such benefits shall be provided to the Contract Compliance Office upon request. A list of employees involved with the benefit plan, the dollars and cents paid per employee per plan or lump sum payment, a copy of the Contractor/Subcontractor's check to the benefit plan company/companies, and a billing from the benefit plan company/companies will be required in all cases where benefit plans exist and are being paid with the fringe benefits of employees on this public works project.
4. A Contractor's noncompliance with WAC 296-127-320 shall constitute a violation of RCW 43.22.270. [Statutory Authority: RCW 39.12.050, 39.12.065 and 51.04.020, 86-03-063 (Order 85-28), 296-127-320, filed 1/17/86.]

E. 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.

F. FRINGE BENEFITS

1. Washington State law and regulations allow fringe benefits paid to laborers and mechanics in any of the methods listed below.
 - a. Benefits paid directly to laborers and mechanics in addition to their hourly wage,
 - b. Benefits paid to any union to which the laborer or mechanic belongs if authorized by a collective bargaining agreement to that effect,
 - c. Benefits paid to a trustee or other third person if a plan or program specifying payments is pre-approved by the County, and the employee(s) voluntarily agree to participate in the plan, or
 - d. Benefits may be paid as a combination of the above methods.

G. FRINGE BENEFITS NOT EXPRESSED AS HOURLY WAGE RATES

1. Pierce County requires the minimum wage rates prescribed in the public works contract for a class of laborers or mechanics to include a fringe benefit which is not expressed as an hourly wage rate, and whenever the Contractor is obligated to pay the cash equivalent of such a fringe benefit that an hourly cash equivalent be established for that class of laborer or mechanic, and be listed on the approved Statement of Intent to Pay Prevailing Wages form, approved by the State of Washington Department of Labor & Industries.

H. OVERTIME REQUIREMENTS

1. Laborers or mechanics (including watchmen or guards) employed on this public work project shall be compensated for any overtime earned for work in excess of 8 hours in any calendar day or 40 hours in any

calendar week at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 8 hours in any calendar day or in excess of 40 hours in any calendar week, as the case may be.

2. TEN HOUR AGREEMENTS

WAC 296-127-022 - Overtime According To Chapter 49.28 RCW and Benefit Code Key from the Department of Labor and Industries.

- a. Work performed on public works contracts will not require the payment of overtime rates for the first two hours worked in excess of eight hours per day when the employer has obtained the employee's agreement to work a four-day, ten hour week.
- b. For the purpose of this section an agreement must:
 - (i) Have been authorized by employees who bargained collectively with their employers through representatives of their own choosing; or
 - (ii) Be obtained in writing; and
 - (iii) Be obtained individually from each employee; and
 - (iv) Obtained separately for each public works project; and
 - (v) Obtained voluntarily.
- c. It is prohibited to work more than ten hours in any calendar day on a public works project except in cases of extraordinary emergency, such as a danger to life or property.
- d. Notwithstanding the above provisions, overtime must be paid for all hours worked in excess of forty hours per week. [Statutory Authority: RCW 43.22.270, 88-19-055 (Order 88-21), 296-127-022, filed 9/15/88.]

3. For any underpayment or failure to pay overtime compensation owed in accordance with the above, the Contractor or Subcontractor responsible for such underpayment or failure to pay overtime compensation shall be liable to any affected employee for his/her unpaid overtime. In the event that Contractor or Subcontractor fails to make prompt restitution to the affected laborer or mechanic when so directed by the County, Pierce County may, in addition to such other rights as may be afforded it under the public works contract, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor, such sums as Pierce County may consider necessary to pay the overtime due such laborers and mechanics. Pierce County, may disburse the amount so withheld for and on account of the Contractor or Subcontractor, directly to the respective laborers and mechanics.

I. EMPLOYMENT OF APPRENTICES/TRAINEES

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 a bona fide apprenticeship or training program registered with the State Labor and Industries apprenticeship agency. Individuals employed in the first 90 days of probationary employment as an apprentice or trainee in such an apprenticeship and training program, who are not individually registered in the program, but who have been certified by the State apprenticeship agency to be eligible for probationary employment as an apprentice or trainee may also be permitted to work at less than the prevailing wage rate. The allowable ratio of apprentices or trainees to journeymen in any craft classification shall not be greater than the ratio permitted to the Contractor as to his/her entire work force under the registered program.
2. Any employee listed on a payroll at an apprentice or trainee wage rate, who is not an apprentice or trainee 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.
3. The Contractor or Subcontractor will be required to furnish to Pierce County Contract Compliance Division written evidence of the registration of the apprenticeship or training program. Wage rates and the appropriate ratios (expressed in percentages of the journeyman hourly rates) for the apprentices and trainees for the area of construction shall be submitted prior to utilizing any apprentices or trainees on the public work. The wage rate paid apprentices and trainees shall be not less than the appropriate percentage of the journeyman's rate contained in the applicable wage determination.
4. If On-The-Job Training hours have been included in the bid for this project, all requirements of Chapter

1.07.11 of Division I, Legal Relations and Responsibilities to the Public, 2006 Standard Specifications, are inclusive in this contract.

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

1. Owners-operators, partners, single proprietors and/or officers of firms providing labor on public works contracts, must keep accurate records of the time they work on the public works project in the same manner as for any other employee. If the work accomplished by these individuals is principally supervisory, hourly wages and total wages paid such owner-operators need not be recorded.

K. APPLICABILITY OF PREVAILING WAGES FOR SUPERVISOR (WAC 296-127-015)

1. Determinations as to whether individuals are workers, laborers, or mechanics are based on the scope of work actually performed by the individuals, rather than the title of their occupations.
2. Where additional supervisory duties are required of workers, laborers, or mechanics by statute or regulation, the industrial statistician shall establish a rate of pay for a work classification to be called "journey level in charge." These rates shall be published in the semiannual prevailing wage publication.
3. Supervisors (e.g., foremen, general foremen, superintendents, etc.) are entitled to receive at least the journey level prevailing rate of wage for performing manual or physical labor:
 - a. For each hour spent in the performance of manual or physical labor if it is for more than twenty percent but less than fifty percent of their hours worked on a public works project during any given week.
 - b. For all hours worked in any given week if they perform manual or physical labor for fifty percent or more of their hours worked on a public works project during such week.
4. Supervisors subject to the journey level prevailing wage rate are paid a salary, the compensation (salary divided by number of hours worked) must be equal to or greater than the prevailing wage rate for the type of work performed.

L. SPECIFIC COVERAGE OF CERTAIN TYPES OF WORK BY EMPLOYEES

1. The transporting of materials and supplies to or from the site of the public works project to which this contract pertains by employees of the Contractor, or by any Subcontractor, is covered in the current Standard Specifications for Road, Bridge and Municipal Construction, the Dept. of Labor & Industries policy letter adopted January 11, 1993, regarding Delivery of Materials, and WAC 296-127-018. The manufacturing or finishing of materials, articles, supplies, or equipment on the site of the public works project to which this contract pertains by persons employed by the Contractor or by any Subcontractor, shall, for the purposes of this contract, and without limiting the generality of the foregoing provisions of this public works contract, be deemed to be work to which these Labor Standards Provisions are applicable.

M. EMPLOYMENT OF CERTAIN PERSONS PROHIBITED

1. No person under the age of sixteen (16) years and no person who, at the time of his/her employment, is serving sentence in a penal or correctional institution shall be employed on the public work covered by this contract.

N. COMPLAINTS, PROCEEDINGS, OR TESTIMONY BY EMPLOYEES

1. No laborer or mechanic, to whom the wage, salary, or other labor standards provisions of this public works contract are applicable, shall be discharged or in any other manner discriminated against by the Contractor or any Subcontractor employed on this public works project because such employee has filed any complaint, or instituted or caused to be instituted any proceeding, or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this public works contract.
2. Claims and disputes pertaining to wage rates or to classifications of laborers and mechanics employed upon the public work covered by this contract shall be promptly reported by the Contractor

in writing to the Contract Compliance Office or the state Dept. of Labor and Industries-Wage and Hour Division.

O. POSTING WAGE DETERMINATIONS AND POSTERS ON JOBSITE

1. The approved Statement of Intent to Pay Prevailing Wage forms for all Contractors employed on this public works project are to be visibly posted where all employees have ready and free access to inspect their contents. The Pierce County field monitor will check this job site location.
2. On all local public works projects the following forms must be visibly posted where all employees have ready and free access to inspect their contents:
 - INDUSTRIAL INSURANCE POSTER - F242-191-000
 - YOUR RIGHTS AS A WORKER - F700-053-000
 - FAMILY CARE AND MATERNITY - F700-025-000
 - APPROVED STATEMENT OF INTENT TO PAY PREVAILING WAGES
 - COPY OF WAGE RATES FROM CONTRACT DOCUMENTS

P. PAY REQUESTS

1. Required documentation is considered to be part of the work to be performed under this contract, and the entire amount of or a portion of any progress payment may be withheld for failure to perform this contractual obligation as required in these specifications. No payment request will be approved until an approved copy of the Statement Of Intent To Pay Prevailing Wages has been received by Contract Compliance Division for the Contractor and each Subcontractor performing work under the contract.
2. If On-The-Job Training hours have been included in the bid for this project, the Training Program must be received and approved by the County Engineer before the first progress payment can be issued by Pierce County.
3. If certified payrolls are not supplied within ten calendar days of the end of the preceding weekly payroll period, any or all payments may be withheld until compliance is achieved.
4. All progress payment requests (whether prepared by the Contractor or project manager) 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)

Q. BREACH OF LABOR STANDARDS PROVISIONS

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

R. DELIVERY OF MATERIALS UNDER WAC 296-127-018

1. The Labor & Industries policy adopted January 11, 1993, to implement the delivery of materials under WAC 296-127-018, is incorporated into this contract. Contract Compliance will monitor compliance with this policy regarding prevailing wages.

S. 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 public works site is subject to these contract 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) 798-7250.

T. RECORDS

1. The Contractor and each Subcontractor shall, upon request of Pierce County or the State of Washington, (as appropriate), submit and/or make available for inspection, examination, audit and/or copying, all business records, records relating to EEO and workforce hiring practices, records

relating to sub- contracting nondiscrimination measures, transcriptions, or copies of records and other documents or data relating to this project in any manner which is deemed necessary and appropriate by Pierce County or other authorized agencies. Failure to provide documents in a timely manner may result in suspension or termination of the contract, withholding of progress payments, or other appropriate action.

SECTION V. DOCUMENTATION REQUIREMENTS

1. The Contractor and each Subcontractor shall submit the required documentation listed below. Timely and accurate submittal of documentation when requested by the County is a contractual requirement and is considered to be a part of the contract work. Failure to submit documentation may result in withholding of all or a portion of any progress payment or a timely release of retainage.
2. Closeout of this public works contract and the subsequent release of the Contractor's retainage may not be authorized until all of the requirements of the Contract Compliance program, including the submittal of required documentation, have been fulfilled.

- Affidavit of Wages Paid - Prime and all Subcontractors
- Certified Payrolls - Prime and all Subcontractors
- Dept. of Revenue Release for projects over \$35,000
- L&I Industrial Insurance Premium Status Verification - Prime and all Subcontractors
- Workforce Data - Prime and all Subcontractors
- Monthly Employment Utilization Report – Prime and all Subcontractors
- Statement of Intent to Pay Prevailing Wages - Prime and all Subcontractors
- Subcontract Agreements - all Subcontractors
- Subcontracting Participation Form – Prime

1.

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

State of Washington, County of _____

As an authorized representative of the firm of _____, I do hereby certify that said person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

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 3 years; does not have a proposed debarment pending; and has not been indicted, convicted or had a civil judgment rendered against said person, firm, association or corporation by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

I further acknowledge that by signing the signature page of the proposal, I am deemed to have signed and have agreed to the provisions of this affidavit.

Note: 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)

The undersigned hereby agrees to pay labor not less than the prevailing rates of wages in accordance with the requirements of the special provisions for this project.

SUBCONTRACTORS PARTICIPATION FORM FOR PROFESSIONAL, TECHNICAL, SUPPLY OR SERVICE PSAS

Check appropriate statement below:

- ☐ **Our firm will perform all contracted scope of work tasks.**
- ☐ **Our firm will subcontract a portion of the work tasks.** The following firms were contacted and will be utilized in the performance of the work as indicated below.

List all potential subcontracting firms. Do not mark "N/A" unless the Bidder will perform all work or provide all supplies or services for this contract.

Firm Name/Address/Phone	Work Item(s) Solicited	Proposal Amount	Awarded? (yes/no)

1. List full name, address, and phone number of each firm listed to be utilized.
2. List specific work to be accomplished, supplies to be furnished and the amount proposed for each subcontract.
3. Contact the Pierce County Contract Compliance Officer at (253) 798-7250 if you have questions.

BY: _____ DATE: _____

TITLE: _____ PHONE: _____

Revised (6/99)

PERSONNEL WORKFORCE DATA FORM

FIRM NAME _____

ADDRESS _____

CITY, STATE, ZIP _____

PHONE _____

PROJECT _____

PROJECT # _____

CONTRACT WORK HOURS (if applicable) _____

TYPE OF SERVICE PROVIDED _____

CONTRACTORS AGGREGATE WORK FORCE – if you need additional space, photo copy this section and attach it to this form.

OCCUPATION	TOTAL EMPLOYED		TOTAL MINORITY		NATIVE AMERICAN		ASIAN		BLACK		HISPANIC		APPRENTICE/ TRAINEE	
	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Management														
Professionals														
Technicians														
Administrative														
Other														
TOTALS														

REQUIRED SIGNATURE PAGE FOR PROPOSAL

I, the undersigned, having carefully examined the Request for Proposals, propose to furnish services in accordance therewith as set forth in the attached proposal.

I further agree that this proposal will remain in effect for not less than sixty (60) calendar days from the date that proposals are due, and that this proposal may not be withdrawn or modified during that time.

STATE OF _____
COUNTY OF _____

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).

In order to induce the County to consider this proposal, the proposer irrevocably waives any existing rights which it may have, by contract or otherwise, to require another person or corporation to refrain from submitting a proposal to or performing work or providing supplies to Pierce County, and proposer further promises that it will not in the future directly or indirectly induce or solicit any person or corporation to refrain from submitting a bid or proposal to or from performing work or providing supplies to Pierce County.

Signature

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

Printed Name

Notary Public in and for the State of _____
residing at _____.
My commission expires _____.

Firm

Address

UBI No: _____

(Area Code) Phone

THIS PAGE MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE PROPOSAL.

RFPMASTER.DOC rev. 5/2001

ATTACHMENT A – FACILITIES TO BE SERVICED

Building	Address	Sq. Ft.	Custodial Service Times
Peninsula Detachment	6006 133 rd St. NW Gig Harbor, WA 98332	2,500	After 4pm Tues & Fri After 4pm Tues & Thurs
Purdy Road Shop	13209 Goodnough Dr. Gig Harbor, WA 98332	2,050	After 4pm - Mon/Wed/Fri
Environmental Services Bldg	9850 64 th Street West, University Place, WA 98467	40,100	After 3pm & before 11pm Mon – Fri
WWTP – Admin. Bldg	10311 Chambers Creek Rd W. University Place, WA 98467	4,240	After 4pm - Mon - Fri
Modular Buildings (3)	10311 Chambers Creek Rd W., University Place, WA 98467	4,300	After 4pm - Mon & Tues
WWTP – Maintenance Bldg	10311 Chambers Creek Rd W., University Place, WA 98467	7,000	After 4pm - Mon - Fri
“C” Building Restroom	10311 Chambers Creek Rd W., University Place, WA 98467	64	After 4pm - Mon & Thurs

ATTACHMENT B – AREAS TO BE SERVICED/REQUIRED CLEANING METHODS AND PROCEDURES

Overview

EXPLANATIONS OF THE FOLLOWING CLEANING PROCEDURES, AND AREAS TO BE SERVICED ARE GIVEN TO HELP PROVIDE INFORMATION TO WHAT IS EXPECTED OF THE CONTRACTOR (BY THE COUNTY) IN AS COMMON A LANGUAGE AS POSSIBLE, FOR CLEANING METHODS AND PROCEDURES, AND FOR SPECIFIC AREAS TO BE SERVICED IN THE CONTRACTED FACILITY.

SOME EXPLANATIONS GIVE A BROAD VIEW, WHILE OTHERS GIVE A MORE SPECIFIC SET OF EXPECTATIONS AND INSTRUCTIONS OF WHAT IS EXPECTED IN THE CLEANING PROCEDURES.

BECAUSE IT WOULD BE DIFFICULT TO DESCRIBE EACH AREA THAT IS TO BE CLEANED, OR CLEANING OPERATION THAT IS TO BE PERFORMED IN TOTAL AS TO EVERY ASPECT OF WHAT IS EXPECTED, THE CONTRACTOR SHALL HAVE A GOOD UNDERSTANDING OF INDUSTRY ACCEPTED CLEANING STANDARDS FOR THE METHODS OF HOW ALL CLEANING PROCEDURES ARE TO BE PERFORMED, IN ALL AREAS OF CUSTODIAL MAINTENANCE, WHEN A COMPLETE DESCRIPTION OF CLEANING PROCEDURES IS NOT GIVEN, THE CONTRACTOR SHALL FOLLOW INDUSTRY ACCEPTED CLEANING STANDARDS.

THE COUNTY AND CONTRACTOR SHALL COMMUNICATE ON AN ONGOING BASIS TO REFINE HOW EACH CLEANING PROCEDURE SHALL BE PERFORMED, AND WHICH AREAS OF THE CONTRACTED FACILITY THE CLEANING PROCEDURES SHALL BE PERFORMED.

EXCEPTIONS MAY AND SHALL OCCUR TO SEVERAL OF THE CLEANING SPECIFICATIONS THROUGHOUT THE LIFE OF THE CONTRACT.

THE CONTRACT SHALL DESCRIBE ALL SERVICES AND SPECIFICATIONS THAT MUST BE PERFORMED BY THE CONTRACTOR.

THE COUNTY SHALL HAVE THE FINAL AUTHORITY AS TO HOW ANY AND ALL CLEANING PROCEDURES ARE TO BE PERFORMED AND WHAT AREAS OF THE CONTRACTED FACILITY SHALL BE SERVICED.

Required Cleaning Methods and Procedures

- 2.1 Cabinetry, Furniture and Equipment
 - a. **Stainless Steel Sinks and Fixtures**
Brite, stainless steel product by Johnson Wax or approved equal.
 - b. **Mirrors and Glass**
Mirrors in restrooms shall be cleaned with Glance or approved equal.
 - c. **Toilets, Urinals, Mop Sinks, Fiberglass Shower Enclosures and Other Vitreous China Fixtures.**
These types of fixtures shall be cleaned with a disinfectant solution. An acid toilet cleaner may be used in toilets, urinals and mop sinks only when needed. Do not use abrasive cleaners or scrubbing utensils, as they will destroy the finish. A scotch Brand scrubbing pad may be used on stubborn stains and shall not be any more abrasive than 3-M 98.
 - d. **Countertops, Cabinets Faces, Vinyl Upholstery and Other Plastic or Laminate Finishes.**
These surfaces shall be cleaned with wiping cloths, with a disinfectant solution.
 - e. **Clear Plexiglas Brochure Racks, Chart Holders, Signs and Other Plexiglas Equipment and Fixtures.**
These surfaces shall be cleaned with glass cleaner and clean wiping cloths. Paper towels

are specifically prohibited from use. Abrasive scrubbing pads shall not be used on these finishes.

f. **Desktops and Other Impermeable Furniture Finishes.**

These surfaces shall be cleaned with MultiClean or approved equal and clean wiping cloths.

g. **Window Blinds**

Window blinds shall be cleaned once a month with a lambs wool duster. They shall be spot cleaned with a cloth and a mild detergent once every three months.

h. **Exhaust Grilles for Air Handling Systems**

Exhaust grilles for air handling systems shall be cleaned quarterly with clean cloths and a multi-purpose solution. Painted or hard walls adjacent to the grilles shall also be cleaned quarterly with clean cloths and a multi-purpose solution.

2.2 **General Notes**

Only clean wiping cloths shall be used on surfaces as listed in previous section. Contractor shall provide clean wiping cloths. Feather dusters shall not be used.

Natural and man-made sponges are specifically prohibited from use, as they harbor bacteria.

2.3 **Areas to be cleaned**

Offices

a. To be cleaned daily:

1. Empty waste receptacles and dispose of trash in outside dumpster. Spot clean waste receptacles as needed to maintain them in a clean and sanitary manner.
2. Disinfect waste receptacles and replace liners, as needed (at least weekly, whether used or not).
3. Dust and spot clean horizontal surfaces including all ledges, moldings, window sills, desks, file cabinets, conference tables, heating units, pictures, etc. with a treated cloth. Clean exposed desk areas and counters, do not disturb items on desks.
4. Vacuum floors traffic areas and noticeable dirt and debris.
5. Spot clean walls, doors, doorjamb, light switches and heating/cooling units.
6. Remove spots on carpets as they appear.
7. Clean interior glass such as lights, conference room glass, mirrors, etc.
8. Spot vacuum upholstered furniture.
9. Arrange all furniture in a neat and organized manner.

b. To be done weekly:

1. All carpets shall be thoroughly vacuumed, including edge vacuuming, under all desks, tables, chairs, etc.
2. Vacuum upholstered furniture.
3. Clean the bases of all chairs.
4. Spot clean cove base, dust ceiling corners and pictures.
5. Disinfect all vinyl upholstered furniture.
6. Dust vents, lights, pipes, ledges, molding, tables, cabinets, furniture and all other horizontal surfaces by using an extension pole if needed.
7. Mop all chair mats

c. To be done monthly:

1. Dust window blinds.
2. Disinfect telephones.
3. Remove cobwebs.
4. Thoroughly clean all interior lights and other office glass and mirrors.

Waiting Areas, Meeting Rooms, Lobbies and Other Public Areas

a. To be done daily:

1. Empty waste receptacles and dispose of trash in outside dumpster. Spot clean waste receptacles as needed to maintain them in a clean and sanitary manner.
2. Disinfect waste receptacles and replace liner.

3. Put magazines, tables and chairs into an orderly fashion.
 4. Clean tabletops and vinyl upholstery with a disinfectant solution.
 5. Spot clean all glass at reception area including doors and windows at entrances.
 6. Dust picture frames, literature and magazine racks, bulletin boards and artwork.
 7. Spot clean walls, cove base, doors, door-frames, light switches and kick plates.
 8. Dust windowsills, ledges, moldings and any other horizontal surfaces (including heating and cooling units).
 9. All carpeted areas shall be thoroughly vacuumed including edge vacuuming under all desks, tables, chairs, etc. Arrange all furniture in a neat and organized manner.
 10. Spot clean carpets.
 11. Spot vacuum upholstered furniture.
- b. To be done weekly:
1. Thoroughly clean glass at reception area.
 2. Damp wipe table legs and sides with disinfectant.
 3. Thoroughly vacuum upholstered furniture.
 4. Clean bases of all chairs.
 5. Thoroughly clean all vinyl upholstered furniture with a disinfectant.
 6. Dust all trim on furniture including legs, bases and backs.
 7. Dust vents, pipes, lights, ledges, moldings, tables, cabinets, furniture and all other horizontal surfaces by using an extension pole if needed.
 8. Public telephone enclosures and telephone shall be cleaned with disinfectant cleaner and chrome shined.
 9. Clean all white boards and white board ledges (unless marked save).
- c. To be done monthly:
1. Dust all window blinds.
 2. Remove cobwebs.
 3. Disinfect telephones.
 4. Thoroughly clean all interior lights and other interior office glass.

Restrooms/Locker Rooms/Shower Rooms/Exercise Rooms

- a. To be done daily:
5. Clean all surfaces of all sinks, toilets, toilet seats, urinals and hardware with a disinfectant cleaner.
 6. Clean all countertops with a disinfectant cleaner.
 7. Clean and disinfect sanitary napkin receptacles; replace liners.
 8. Vacuum/dust mop and damp mop floors with a disinfectant cleaner and leave streak free.
 9. Empty waste receptacles and dispose of trash in outside dumpster.
 10. Damp wipe waste receptacles and covers with disinfectant. Replace liners.
 11. Using a disinfectant solution damp wipe partitions, doors, walls, dispensers, light switches, etc. as needed in such a manner that they are kept free of dirt.
 12. Refill towel dispensers.
 13. Refill soap dispensers.
 14. Replace toilet tissue with supply ample for 24 hours.
 15. Refill all toilet seat cover dispensers.
 16. Clean and polish mirrors with glass cleaner.
 17. Dust windowsills, pipes, moldings, ledges and any other horizontal surfaces including heating and cooling units.
 18. Remove graffiti.
 19. Clean and disinfect all dispensers.
 20. Spot clean cove base.
 21. Damp wipe benches and other hard seating surfaces.
 22. Spot clean locker surfaces with a disinfectant cleaner.
 23. Spot clean upholstered chairs and other soft seating surfaces.
 24. Spot clean shower areas including hardware.
 25. Disinfect exercise mats.

- b. To be done weekly:
 1. Thoroughly clean stall doors and walls with disinfectant.
 2. Scrub waste receptacles.
 3. Remove coffee, rust and other stains from sinks.
 4. Dust vents, lights, pipes, ledges and all other horizontal surfaces using an extension pole if needed.
 5. Damp wipe top, side and front of lockers.
 6. Disinfect all exercise equipment.
- c. To be done monthly:
 1. Remove cobwebs.
 2. Thoroughly clean all interior lights and other interior glass.
 3. Thoroughly clean ceramic, grout and all other surfaces in contact with water, soap and soil.

Lunch Room

- a. To be done daily:
 1. Empty waste receptacles and dispose of trash in outside dumpster.
 2. Damp wipe waste receptacles and covers with disinfectant. Replace liners.
 3. Vacuum/dust mop and damp mop floors with a disinfectant cleaner and leave streak free.
 4. Vacuum any carpeted areas.
 5. Damp wipe chairs, countertops and tables with a disinfectant cleaner.
 6. Scrub and polish sink.
 7. Dust pictures and bulletin boards.
 8. Clean and disinfect towel and soap dispensers.
 9. Stock paper towels and soap dispensers.
 10. Damp wipe outside surfaces of cabinets.
 11. Clean the exterior of the microwave and telephone with a disinfectant cleaner.
 12. Clean vending machines with a disinfectant cleaner.
 13. Spot clean interior glass/windows.
 14. Spot clean walls, cove base, doors, cabinets and appliances with a disinfectant cleaner.
 15. Arrange all furniture in a neat and organized manner.
 16. Dust windowsills, pipes, moldings, ledges and any other horizontal surfaces including heating and cooling units.
- b. To be done weekly:
 1. Thoroughly clean floors under all chairs, tables, furniture, paying special attention to corners and edges.
 2. Clean microwave thoroughly, both inside and out.
 3. Damp wipe faces and sides of cabinets with disinfectant cleaner.
 4. Disinfect telephones.
 5. Clean refrigerator exterior thoroughly.
 6. Dust vents, lights, pipes, ledges and all other horizontal surfaces using an extension pole if needed.
- c. To be done monthly:
 1. Dust all window blinds.
 2. Remove cobwebs.
 3. Thoroughly clean all interior lights and other interior glass.

Detention Areas, Interview Rooms and Cells

Care will be taken as to proper safety precautions in these areas as the presence of bodily fluids and wastes may be present at all times, including but not limited to urine, feces, blood, vomit, saliva, and the like.

Care will be taken as to proper safety precautions in the area of personal safety, as persons are incarcerated in this area, or are being booked in for alleged offenses.

Entry to this area will only be on approval of Detention personnel. It may be that it will not be possible to clean this area at the usual time every day. Contractor's employees may need to return at a later time in the shift to clean. There may be times when it will not be possible to clean this area at all on a given day. Communication by the contractor's employees with Detention personnel will be imperative to clean this area as well as possible under these circumstances.

Refer to the **Restrooms/Locker Rooms/Shower Rooms/Exercise Rooms** section for general cleaning instructions in these areas.

Brite metal polish will NOT be required in these areas.

Detentions Areas and Cells

- a. To be done daily (in addition to **Restrooms/Locker Rooms/Shower Rooms/Exercise Rooms** section for general cleaning instructions):
 - 1. Thoroughly disinfect benches, beds/bunks and vinyl covered bed rolls.
 - 2. Upon request, thoroughly disinfect cells.
- b. To be done monthly (in addition to **Restrooms/Locker Rooms/Shower Rooms/Exercise Rooms** section for general cleaning instructions):
 - 1. All surfaces of the cells will be thoroughly disinfected including walls, ceilings, furnishings, doors and fixtures.

Interview Rooms

Follow instructions for **Waiting Areas, Meeting Rooms, Lobbies and Other Public Areas**.

Elevators

- a. To be done daily:
 - 1. Spot clean and polish bright metal surfaces.
 - 2. Other wall surfaces and handrails shall be cleaned with a disinfectant.
 - 3. Floor surfaces shall be vacuumed or swept and mopped.
 - 4. Light covers/diffusers shall be cleaned of bugs and debris, as they occur.
 - 5. Spot clean door frames and doors, inside and out.
 - 6. Remove all debris and litter, including gum from all surfaces.
 - 7. Clean elevator tracks of all debris and litter.
- b. To be done weekly:
 - 1. Edge vacuum.
 - 2. Thoroughly clean and polish all surfaces with appropriate products including door frames and doors.
- c. To be done monthly:
 - 1. Remove cobwebs.

Stairs and Stairwells

- a. To be done daily:
 - 1. Remove all visible trash, debris, bugs, dust balls, etc.
 - 2. Spot clean walls, glass/windows, railings, stairs and landings.
- b. To be done weekly:
 - 1. Depending on floor surface, thoroughly sweep and mop or vacuum stair treads and landings.
 - 2. Thoroughly clean walls, glass/windows, railings, stairs and landings with appropriate product.
- c. To be done monthly:
 - 1. Dust all pipes, moldings, ledges and any other horizontal surfaces including heating and cooling units.
 - 2. Remove cobwebs.

Exterior

- a. To be done daily:
 - 1. Empty waste receptacles and dispose of trash in outside dumpster.
 - 2. Damp wipe waste receptacles and covers with disinfectant. Replace liners.
 - 3. Vacuum or mop entry mats.
 - 4. Remove and properly dispose of trash within 30 feet of the facility.
 - 5. Sweep entryway.
- b. To be done weekly:
 - 1. Remove cobwebs.
 - 2. Clean window ledges.

ATTACHMENT C – FLOOR CARE OPERATIONS/FLOOR EQUIPMENT

Overview

It shall be the responsibility of the Contractor and Contractor's employees to utilize acceptable custodial methods to complete all work properly in conjunction with descriptions given below to ensure that all operations are completed successfully. If unacceptable methods are utilized resulting in a poor product, the County will demand the work to be redone to the County's satisfaction.

DAILY: RESILIENT AND HARD FLOORS SHALL BE DUST MOPPED AND DAMP MOPPED.

DAILY: CARPETED SURFACES SHALL BE VACUUMED.

ENSURE THAT NO DEBRIS IS LEFT ON FLOORING SURFACE.

NO VISIBLE RESIDUE FROM SOILING OR CLEANERS SHALL REMAIN ON FLOOR.

FLOORS SHALL BE STREAK FREE UPON CLEANING.

USE "WET FLOOR SIGNS" AS NEEDED.

OBSVIOUS SOILING MARKS FROM DAY'S USE SHALL BE REMOVED, SUCH AS, SODA, COFFEE AND OTHER LIQUID SPILLS, GUM, MARKS FROM TAR OR OIL, AND GENERAL TYPES OF SOILS.

USE CARE ON ALL FLOORS SURFACES, AS TO NOT DAMAGE FLOORING, WHEN REMOVING SPOTS AND SOILING.

REFER TO INDIVIDUAL EXHIBITS FOR FURTHER DETAILED DESCRIPTIONS.

Floor Equipment

3.1 VACUUMS (FLOOR VACUUMS / BACK-PACK VACUUMS)

- a. Vacuums that have built in wand capabilities such as the Windsor Sensor, Versamatic Plus or backpack type are recommended for use. Vacuums will have HEPA filtration equivalent to the models listed. In the case of back pack vacuums, these will be the equivalent to Pro-Team Coach series with IAQ or School Pack (kit) filtration option.
- b. If such equipment is not available, vacuums with wand capabilities alone, such as back-pack vacuums, shall be required for edge vacuuming operations.
- c. Vacuums with disposable bags are required. Indoor Air Quality Program requires Contractor's employees to change dust bag on vacuum frequently to keep vacuum running effectively, and to allow efficient removal of soil from flooring surfaces. As appropriate to the vacuum cleaner used, HEPA filters, screens, socks will be cleaned and/or replaced per manufacturers maintenance requirements.

ATTACHMENT D – KEYS, SECURITY AND EMERGENCIES

4.1 KEYS

- a. The security of the building keys shall be maintained according to the policies of the County. Liability for lost keys, re-keying costs, and other related expenses shall be the full responsibility of the Contractor. All keys are to remain on the property; no keys can be removed from the facility, with the exception of card keys and the key to gain access to the building key cabinet. The Contractor shall not alter any lock or reproduce any key. At the initiation of the contract, keys shall be issued to the Contractor for all buildings to be cleaned. Thereafter, replacement keys shall be provided at a cost of \$9.00 each. All keys issued to the Contractor shall be returned to the County at the end of the contract, or upon demand by the County.
- b. The County shall sign out keys to the contracted facilities to the Contractor, as necessary. Contractor and Contractor's employees shall not give out door codes or keys to any unauthorized persons.
- c. The Contractor shall be held liable for the costs of keys and/or the re-keying of locks, in part, or in whole of the contracted facility, including labor, materials, and administrative costs, as a result of any lost keys given to Contractor, or his/her employees.
- d. The County will spot check Contractor's compliance to key handling procedures. If Contractor is found to be out of compliance, Contractor will be responsible for reestablishing security, including, but not limited to re-keying of building, at the Contractors cost.
- e. Keys to the various areas of the building shall be made accessible to the Contractor, but shall not be removed from the premises. The Contractor shall be issued main entry keys to the buildings. All costs incurred by the County and building tenants in reinstating building security occasioned by loss of building keys due to the Contractor's negligence shall be billed to the Contractor. Upon the completion of his/her activities each day, the Contractor shall be responsible for securing all entry to offices and to the building prior to his/her departure. One County badge/access card will be issued per custodian. The Contractor will be charged \$10.00 for each replacement card.

4.2 CONTRACTOR IDENTIFICATION

All Contractors' employees shall wear a photo identification badge clearly visible on their person and the Contractor's company shirt with a minimum of short sleeves.

4.3 BUILDING SECURITY

General

- a. Contractor's employees shall observe all County codes and regulations while in the performance of the contract and at all other times while on County property.
- b. Contractor's employees shall not change heating/ventilation/air conditioning thermostat settings while working in the area.
- c. Lost and found items shall be reported to the County.

Unauthorized Personnel

- a. Family or friends of the Contractor's employees who are not employed by the Contractor shall not be allowed access to contracted County facilities after normal business hours, or while employees are performing the work of the contract with the exception of an emergency situation.
- b. Contractor's employees shall not allow any person access to the facility who asks for admittance who is not an authorized agent of the Contractor. Contractor's employees shall report to the County any problems that arise, regarding persons requesting entrance to the facility.

Entry and Exit

- a. Contractor and contractor's employees shall not enter contracted facilities using door codes or keys, for any intention, other than to engage in the service of the contract.
- b. Contractor's employees shall ensure that areas of ingress and egress of contracted facility shall remain secure per the County's guidelines while performing the contracted service. Any door found unsecured during the course of the work shall be secured by Contractor's employees. Continual problems with unsecured doors shall be brought to the attention of the County.
- c. Contractor's employees shall ensure that the facility is secure upon leaving contracted site, ensuring that all entrance doors are locked, that all windows are locked, that all alarm systems are set, and that building lights are turned off according to the County's instructions.
- d. Contractor's employees shall use correct arming and disarming methods of alarm systems upon entering and exiting facilities. Repeated setting off of alarms due to negligence may result in fines to the Contractor, at costs to be determined by the Security Company and the County.
- e. Contractor's employees shall ensure that all water faucets are off in custodial closets and all other places in the facility, not being used by someone else, upon leaving.
- f. Interior suites and offices of facilities shall be secured per the County guidelines. Generally, all suites and office doors shall remain in the same manner (locked or unlocked, closed or open) as they were when Contractor's employee arrived at the cleaning site.
- g. Custodial closets and mechanical rooms used by the Contractor's employees that are in public areas, when the public and County staff are in the facility, shall be kept closed and locked at all times that the Contractor's employee is not in the closet. Contractor's employees shall ensure that custodial and mechanical closets used by the Contractor's employees shall have doors closed and locked upon leaving for the day.

4.4. EMERGENCIES

- a. Contractor shall immediately notify the County, Pierce County Sheriff or the local Police Department of any abnormalities, hazardous conditions, or immediately dangerous conditions found in the contracted site during the course of their work, such as: Fire, water leaks, vandalism, graffiti, or broken windows, mechanical, plumbing, electrical, and structural deficiencies. The Contractor's Supervisor shall ensure that any water leaks found in the facility, such as in pipes, faucets, ice makers, drinking fountains, toilets, and urinals, shall be immediately reported to the County, Pierce County Sheriff or the local Police Department.
- b. Contractor shall immediately report to the Pierce County Sheriff or the local Police Department any suspicious activity observed in or on County property.
- c. Police – 9-911 - for immediate needs.
- d. If fire alarm systems are activated during the course of the work, employee shall: exit building, call 9-911 from another location, immediately contact the County, and wait for emergency service to arrive.

ATTACHMENT E - SAFETY

5.1 CONTRACTOR RESPONSIBILITY

- a. Non-functioning exit signs shall be reported to the County.
- b. Contractor shall be responsible for Contractor's employees, while on the job, regarding health and safety issues in general, and specifically to the proper response to health and safety emergencies. Contractor shall train employees to work safely.
- c. Material Safety Data Sheets shall be kept in all areas where materials and supplies are stored and such sheets shall be kept up-to-date. MSDS shall be readable, not smudged or blurred. All OSHA requirements regarding MSDS information and the Workers Right To Know Law are to be strictly followed.
- d. Contractor shall be responsible for using appropriate products as required for safety reasons, such as non-skid finishing products on floors.

5.2 SAFETY EQUIPMENT

Contractor shall provide his/her employees with all personal protective equipment (PPE) necessary to accomplish the work in a safe and healthy manner, observing all local, state, federal, OSHA safety regulations.

5.3 STORAGE AREAS

- a. Storage areas provided to the Contractor for use during the contract work shall be maintained as to provide maximum safety. A MSDS book listing all cleaning products being used by the Contractor shall be kept in the storage area during the life of the contract.
- b. Cleaning product bottles shall be properly labeled in accordance with OSHA and standard cleaning practices.
- c. Storage rooms shall be kept in an orderly fashion. Supplies shall be kept on shelves. Cleaning containers shall be kept closed using appropriate caps or sprayers. Aisle way of closet shall be kept clear of boxes, and misc. items. Vacuums and cleaning carts may be left in aisle. Brooms, dust mops, and wet mops shall be kept in comers, or on appropriate hanging devices. Mop buckets should be kept in the custodian sink after use whenever possible.
- d. No water hose shall ever be permanently attached to any faucet in any facility. Water hoses temporarily connected to the faucet for the custodian sink shall be removed when not in use.
- e. No chemical proportional or other device shall be permanently attached to water faucets.
- f. Floors in storage rooms shall be left dry after the day's cleaning operations.
- g. Maintain floor sinks in closets as clean as possible. Do not allow rags or any debris to lie in the sink.
- h. Some storage rooms also double as rooms used for County equipment. Care shall be taken by Contractor's employees to not disturb or harm any County equipment in the storage room.
- i. All equipment, cleaning tools, and products shall be secured in proper storage areas upon Contractor's employees leaving the facility.
- j. Five-gallon containers shall be maximum size of acceptable container for storage of chemicals.
- k. Contractor shall estimate the monthly usage of products and store no more than a one-month supply of any cleaning chemical products.
- l. After the first warning to Contractor, if cleaning bottles are not properly labeled, the bottles and the chemicals shall be removed by the County from service. Contractor shall be responsible for replacement and future proper labeling of products. The Contractor shall be in violation of the contract and subject to a \$25.00 fine for each occurrence.

- m. If non-approved cleaning products are found to be used by Contractor's employees, the Contractor shall be in violation of the contract and subject to a \$25.00 fine for each occurrence.
- n. No trash shall remain in trash receptacles or custodial carts in the storage closet after the day's cleaning.

5.4 CLEANING PRODUCTS

- a. The County's vendor for custodial cleaning chemicals will provide MSDS data to the County's Facilities Services Coordinator. The contractor will be provided a MSDS book containing copies of all MSDS sheets for products purchased and supplied by the County. Contractor will ensure that copies are provided for their employees for their training and knowledge. Any reproduction cost will be the Contractor's responsibility.
- b. Contractor shall provide a MSDS book to the County listing all cleaning products used by the Contractor that is not provided by the County for the life of the contract. These cleaning products must be approved by the County before use by the Contractor's employees.
- c. Cleaning products shall be used that perform each cleaning operation correctly for maximum effectiveness without violating local, state and federal safety regulations, or compromising the integrity of the surface on which the cleaning product is applied.
- d. All cleaning products used by the Contractor shall be approved by the County, before use during the life of the contract.
- e. Products containing Hydrogen Chloride, Household Ammonia and Household Bleach shall not be permitted.

5.5 Ice Melt Use

- a. Contractor will be notified of danger of ice by the County Facilities Management Office. When ice is expected, the Contractor's employees will spread ice-melt in main entrance sidewalk areas of the buildings they normally work in. The area next to the handicap parking stall that is use for wheel chair landing will also be de-iced.
- b. County is responsible for stocking the custodial closet of the facility with ice-melt and spreader/applicator and MSDS sheets. The County will notify the Contractor of the need to spread ice-melt in preparation for freezing conditions or following a freeze.
- c. The Contractor is responsible to spread ice-melt on sidewalks in front of entrances routinely used by the public and staff for entry into the building. No ice-melt will be spread in parking lots with the exception of the wheel chair landing zone of a handicap parking stall. Due to the wide area of Pierce County and the potential for icing only occurring in some areas; the Contractor's employees are to apply ice-melt if they notice ice is forming on the sidewalks at their building.

ATTACHMENT F - PREVAILING WAGE RATES

State of Washington
Department of Labor and Industries
 Prevailing Wage Section - Telephone (360) 902-5335
 PO Box 44540, Olympia, WA 98504-4540

Washington State Prevailing Wage Rates

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

BUILDING SERVICE EMPLOYEES

EFFECTIVE 03-04-2009

***** (See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holida Code	Note Code
Counties Covered: ADAMS, FERRY AND LINCOLN				
JANITOR	\$8.55	1		
SHAMPOOER	\$8.55	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$10.96	1		
Counties Covered: ASOTIN, COLUMBIA, ISLAND, SAN JUAN, SKAMANIA AND WAHIAKUM				
JANITOR	\$8.55	1		
SHAMPOOER	\$8.55	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$8.55	1		
Counties Covered: BENTON				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$8.67	1		
Counties Covered: CHELAN				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$9.14	1		
Counties Covered: CLALLAM				
JANITOR	\$8.55	1		
SHAMPOOER	\$8.97	1		
WAXER	\$8.97	1		
WINDOW CLEANER	\$13.22	1		

BUILDING SERVICE EMPLOYEES

EFFECTIVE 03-04-2009

***** (See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holida Code	Note Code
Counties Covered: CLARK				
JANITOR	\$13.56	1	6G	
SHAMPOOER	\$16.22	1	6G	
WAXER	\$16.22	1	6G	
WINDOW CLEANER	\$20.50	1	6G	
Counties Covered: COWLITZ				
JANITOR	\$10.04	1		
SHAMPOOER	\$16.22	1	6G	
WAXER	\$16.22	1	6G	
WINDOW CLEANER	\$15.89	1		
Counties Covered: DOUGLAS				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$9.14	1		
Counties Covered: FRANKLIN AND KITTITAS				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$9.14	1		
Counties Covered: GARFIELD AND WHITMAN				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$8.55	1		
Counties Covered: GRANT				
JANITOR	\$12.56	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.89	1		
WINDOW CLEANER	\$9.14	1		

BUILDING SERVICE EMPLOYEES

EFFECTIVE 03-04-2009

***** (See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holida Code	Note Code
Counties Covered: GRAYS HARBOR				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.25	1		
WAXER	\$8.97	1		
WINDOW CLEANER	\$13.22	1		
Counties Covered: JEFFERSON, KITSAP, LEWIS, MASON AND PACIFIC				
JANITOR	\$8.55	1		
SHAMPOOER	\$8.97	1		
WAXER	\$8.97	1		
WINDOW CLEANER	\$13.22	1		
Counties Covered: KING				
JANITOR	\$17.35	2F	5S	
TRAVELING WAXER/SHAMPOOER	\$17.76	2F	5S	
WINDOW CLEANER (NON-SCAFFOLD)	\$22.10	2F	5S	
WINDOW CLEANER (SCAFFOLD)	\$22.96	2F	5S	
Counties Covered: Klickitat and Skagit				
JANITOR	\$10.00	1		
SHAMPOOER	\$8.55	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$8.55	1		
Counties Covered: OKANOGAN				
JANITOR	\$8.55	1		
SHAMPOOER	\$10.00	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$9.14	1		
Counties Covered: PEND OREILLE				
JANITOR	\$8.55	1		
SHAMPOOER	\$8.55	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$9.00	1		

BUILDING SERVICE EMPLOYEES

EFFECTIVE 03-04-2009

***** (See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holida Code	Note Code
Counties Covered: PIERCE				
JANITOR	\$9.37	1		
SHAMPOOER	\$10.08	1		
WAXER	\$10.08	1		
WINDOW CLEANER	\$13.22	1		
Counties Covered: SNOHOMISH				
JANITOR	\$8.73	1		
SHAMPOOER	\$9.23	1		
WAXER	\$9.23	1		
WINDOW CLEANER	\$13.48	1		
Counties Covered: SPOKANE				
JANITOR	\$12.09	1	5V	
SHAMPOOER	\$12.58	1	5V	
WAXER	\$12.58	1	5V	
WINDOW CLEANER	\$14.40	1	5V	
Counties Covered: STEVENS				
JANITOR	\$8.55	1		
SHAMPOOER	\$8.55	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$10.96	1		
Counties Covered: THURSTON				
JANITOR	\$8.55	1		
SHAMPOOER	\$10.32	1		
WAXER	\$8.97	1		
WINDOW CLEANER	\$10.84	1		
Counties Covered: WALLA WALLA				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$9.14	1		

BUILDING SERVICE EMPLOYEES

EFFECTIVE 03-04-2009

***** (See Benefit Code Key)

Classification	PREVAILING WAGE	Over Time Code	Holida Code	Note Code
Counties Covered: WHATCOM				
JANITOR	\$8.55	1		
SHAMPOOER	\$8.55	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$8.55	1		
Counties Covered: YAKIMA				
JANITOR	\$8.55	1		
SHAMPOOER	\$11.14	1		
WAXER	\$8.55	1		
WINDOW CLEANER	\$9.14	1		