



City of Tacoma, WA

**CITYWIDE  
REQUEST FOR PROPOSALS  
TOWING SERVICES  
SPECIFICATION NO. CT22-0354F**



**City of Tacoma  
CITYWIDE  
REQUEST FOR PROPOSALS CT22-0354F  
TOWING SERVICES**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, November 15<sup>th</sup>, 2022**

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [bids@cityoftacoma.org](mailto:bids@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals.

**Submittal Delivery:** Sealed submittals will be received as follows:

**By Email:**

[bids@cityoftacoma.org](mailto:bids@cityoftacoma.org)

Maximum file size: 35 MB. Multiple emails may be sent for each submittal.

**Bid Opening:** Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to a RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

- [Register for the Bid Holders List](#) to receive notices of addenda, questions and answers and related updates.
- Click here to see a [list of vendors registered for this solicitation](#).

**Pre-Proposal Meeting:** A pre-proposal meeting will not be held.

**Project Scope:** The City of Tacoma (City) is soliciting proposals to establish one or more contracts to fulfill the City's needs for 24/7 vehicle towing and storage services on an as-needed basis for up to seven years. The preference is to award a single contract.

**Estimate:** \$250,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

**Americans with Disabilities Act (ADA Information):** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**Title VI Information:**

"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Ryan Foster, Senior Buyer by email to [rFoster1@cityoftacoma.org](mailto:rFoster1@cityoftacoma.org)

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



Meeting sites are accessible to persons with disabilities. Reasonable accommodations for persons with disabilities can be arranged with 48 hours advance notice by calling 253-502-8468.


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## SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for award.

Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposal page.

|  |   |
|--|---|
| <b>The following items make up your submittal package:</b>   |  |
| One electronic copy of your complete submittals package in PDF format emailed to bids@cityoftacoma.org |   |
| Signature Page (Appendices)  |   |
| Price Proposal Form (Appendices)   |   |
| Information in Section 12  |   |
|  |   |
| <b>After award, the following documents will be executed and provided:</b>                             |   |
| Contract   |   |
| Certificate of Insurance and related endorsements if required  |   |

## **1. BACKGROUND**

The City of Tacoma (City) is soliciting proposals to establish one or more contracts to fulfill the City's needs for 24/7 vehicle towing and storage services on an as-needed basis for up to seven years. The preference is to award a single contract. However, the City reserves the right to split the award, or make no award, if it is in the City's best interest.

To learn more about the City of Tacoma, visit [www.cityoftacoma.org](http://www.cityoftacoma.org).

Submittals submitted and/or the selected Consultant(s) may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

## **2. STANDARD TERMS AND CONDITIONS**

City of Tacoma [Standard Terms and Conditions](#) apply.

## **3. MINIMUM REQUIREMENTS**

A. The Contractor may partner or subcontract with other Contractors to perform those services which the City shall authorize or require. The contract shall be executed with one primary Contractor (Contractor) who shall be responsible for performance of and payments to the subcontractors. See Section 4.08 Partnerships.

B. Contractor and subcontractors shall possess all applicable state and local licenses and permits, be registered with Washington state, and comply with RCW 46.55, WAC 204-91A, and WAC 308-61 as presently written or amended at any time hereafter.

C. Contractor and subcontractors shall apply for and maintain licenses, permits, and registrations required by the City or the state of Washington or any political subdivision necessary for the towing and storage of vehicles, and disposal of unclaimed vehicles.

D. All drivers and employees shall be properly licensed by city, county, and state authorities, as required to legally conduct all activities provided for herein.

E. Contractor and subcontractors shall have the appropriate class of tow truck capabilities to meet the specification, including Class A, B, C, D, E, and S tow truck capabilities as defined in WAC 204-91A. Towing will mean the use of hook, dolly, flat bed, or any means necessary to provide safe transport of the vehicle.

F. Contractor to have a minimum of five years of experience in towing of vehicles, be financially stable, have no unsatisfied tax or judgment liens on record, and be qualified in equipment, communication, accounting and computer systems, and personnel to meet the demands of providing the contracted services for City-owned vehicles and private owner vehicles.

G. Contractor to provide towing services including, but not be limited to, towing and mobilizing City-owned vehicles and equipment of all types; roadside assistance for City-owned vehicles; removing and storing private owners' vehicles from various locations in the City as directed by an authorized representative for the City of Tacoma; removing and storing private owners' vehicles from various locations in the City at the direction of private vehicle owners; and towing and providing enclosed and secure storage of private owners' vehicles from various locations inside or outside the City in the course of evidence retrieval.

H. Contractor shall respond to requests for towing services and roadside assistance for City-owned vehicles and equipment wherever the vehicle is located or is to be delivered, inside or outside the City limits of Tacoma. The City reserves the right to dispatch a nearby tow company to a vehicle located outside the area if it is in the best interest of the City.

#### **4. SUMMARY OF SCOPE OF SERVICES AND DELIVERABLES**

It is the City's intent to select a consultant based on qualifications and abilities of the firm and key project individuals.

A. Towing and roadside assistance services for City-owned vehicles and equipment of all types, and

B. Towing and secure inside storage services for private owners' vehicles impounded by the Tacoma Police Department (TPD) in the course of police investigation, and

C. Tow, store, protect, and release, or otherwise dispose of, any and all private owner vehicles ordered impounded by the Tacoma Police Department or other City official, including vehicles abandoned on the road right-of-way and/or vehicles improperly parked during special events, and

E. Perform these services throughout the entire City of Tacoma area and to its borders, with occasional services beyond, 365 days per year, 24 hours per day with full dispatch services for that time period, and

F. Perform such ancillary and towing services as are set forth herein and as directed by the City, including debris and fluid cleanup.

G. To provide a single point of contact for South Sound 911 (SS911) dispatchers, other City customers, private vehicle owners, citizens, and for contract administration.

H. To provide impound/storage facilities in close proximity for convenience and cost efficiency.

I. To provide a timely response for accident clearing, traffic management, and roadside services.

#### **5. ANTICIPATED CONTRACT TERM**

The anticipated duration of the contract is for a five-year period with the City's sole option to renew for additional two one-year periods as applicable. For a possible total of seven years.

#### **6. CALENDAR OF EVENTS**

This is a tentative schedule only and may be altered at the sole discretion of the City.

Contract may be issued after Public Utility Board and/or City Council approval (if applicable).

The anticipated schedule of events concerning this RFP is as follows:

|                                    |                                |
|------------------------------------|--------------------------------|
| Publish and issue RFP:             | <b>10/24/2022</b>              |
| Pre-Submittal Questions:           | <b>10/31/2022</b>              |
| Response to Questions:             | <b>11/2/2022</b>               |
| Submittal Due Date:                | <b>11/15/2022</b>              |
| Submittal Evaluated, on or about:  | <b>November, 2022</b>          |
| Award Recommendation, on or about: | <b>November/December, 2022</b> |

## **7. PRE-PROPOSAL MEETING**

**7.1** No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the [inquiries](#) section. .

## **8. INQUIRIES**

Questions should be submitted to Ryan Foster via email to [rfoster1@cityoftacoma.org](mailto:rfoster1@cityoftacoma.org). Subject line to read:

**CT22-0354F – TOWING SERVICES – VENDOR NAME**

**8.1** Questions are due October 31<sup>st</sup>, 2022 by 3:00 PM.

**8.2** Questions marked confidential will not be answered or included.

**8.3** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.

**8.4** The answers are not typically considered an addendum.

**8.5** The City will not be responsible for unsuccessful submittal of questions.

**8.6** Written answers to questions will be posted in the event approximately one week after the question deadline.

## **9. DISCLAIMER**

The City is not liable for any costs incurred by the Respondent for the preparation of materials or a submittal submitted in response to this RFP, for conducting any presentations to the City, or any other activities related to responding to this RFP, or related to the contract negotiation process.

## **10. EVALUATION CRITERIA**

A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

**10.1** The SAC may select one or more respondent to provide the services required.

**10.2** The City reserves the right to visit facilities of selected Respondents for the purpose of inspecting storage and storage facilities.

**10.3** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

## **11. RESPONSIVENESS**

Respondents agree their submittal is valid until a contract(s) has been executed.

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

The final selection, if any, will be that submittal which, after review of submissions and potential interviews, in the sole judgement of the City, best meets the requirements set forth in this RFP.

## **12. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.**

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, which materially deviate from the requirements of this RFP or which are not in conformity with law, may be rejected as being non-responsive.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Respondent's abilities to meet the requirement of this RFP. Emphasis will be on completeness of content. The written submittals should be prepared in the sequential order as outlined below.

The City reserves the right to request clarification of any aspect of a submittal, or request additional information that might be required to properly evaluate the submittal. Failure to respond to such a request may result in rejection of the firm's submittal. Respondents are required to provide responses to any request clarification within two (2) business days.

Requests for clarification or additional information shall be made at the sole discretion of the City. The City's retention of this right shall no way diminish a Respondent's responsibility to submit a submittal that is current, clear, complete and accurate.

The relative weight of each scoring criteria is indicated in the table below.



| <b>Criteria</b>                                     | <b>Max Points</b> |
|---|-------------------|
| Qualifications/Experience of Respondent             | <b>40</b>         |
| Fees and Charges / Method of Billing / Hourly Rates | <b>30</b>         |
| Qualifications / Experience of Key Personnel        | <b>20</b>         |
| Sustainability                                      | <b>5</b>          |
| Equity in Contracting                               | <b>5</b>          |
| Client References                                   | <b>0</b>          |
| Contract Exceptions                                 | <b>0</b>          |
| <b>Total</b>  | <b>100</b>        |

### **12.1 Qualifications/Experience of Respondent – 40 points**

1. Describe Respondent's ability to provide the project, services or deliverables described in this RFP.

### **12.2 Fees and Charges / Method of Billing / Hourly Rates – 30 points**

Provide the method of billing and hourly rates.

### **12.3 Qualifications / Experience of Key Personnel – 20 points**

List key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the contract. Include a brief bio or resume outlining the experience of the key personnel that will be involved.

### **12.4 Sustainability – 5 points**

Provide information on your commitment to the environment. Include your sustainability statement and current practices.

### **12.5 Equity in Contracting – 5 points**

Is Respondent, or the any entity Respondent is partnering with, certified with Washington State for any of the below categories (select all that apply)? Selecting any item below will award all points for this category.

- ☐ Combination Business Enterprise (CBE)
- ☐ Disadvantaged Business Enterprise (DBE)
- ☐ Minority Business Enterprise (MBE)
- ☐ Minority/Women Business Enterprise (MWBE)
- ☐ Small Business Enterprise (SBE)
- ☐ Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- ☐ Women Business Enterprise (WBE)

### **12.6 Client References – 0 points**

Provide three client references able to verify the firm's overall expertise for this type of work. The references must have worked with the firm within the last 5 years. Provide complete information such as name of company, contact person, address, phone number, and email address.

1. Reference 1
2. Reference 2
3. Reference 3

### **12.7 Credit Card Acceptance – 0 points**

Provide a statement regarding your ability to meet the City's credit card requirements (state below) as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process.

### **12.8 Exceptions – 0 points**

If Respondent takes exception to any of the City of Tacoma Standard Terms and Conditions stated herein or to any other part of this specifications, including the stated Insurance Requirements, they must identify the section and page that is the subject of the exception, specify the nature of the exception and, if applicable, provide proposed replacement language or proposed replacement form of Contract. Acceptance of any proposed changes are at the sole discretion of the City.

## **13. CITY'S RESERVED RIGHTS**

Respondents are advised that the City reserves the right to cancel any award at any time prior to mutual execution of a Contract if cancellation is deemed to be in the City's best interest. City is not liable to Respondent for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of this submittal.

In addition to any reserved rights contained in the City of Tacoma Standard Terms and Conditions, City specifically reserves the following rights:

- To waive any or all informalities or irregularities in any submittal which, in City's sole judgement, are deemed minor or immaterial
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

## **14. CONTRACT OBLIGATION**

The selected Respondent(s) will be expected to execute a Contract with the City. At a minimum, any contract will incorporate the contents of this specification, including all stated services or deliverables and other requirements and the City of Tacoma Standard Terms and Conditions, together with the contents of Respondent's submittal. The submittal contents of the successful Respondent will become contractual obligations

## **15. FORM OF CONTRACT**

In event the City's Services Contract or other City Contract template is attached to this RFP as a sample form of Contract, the City expects to utilize the Terms and Conditions contained in the sample form of Contract. Post award negotiation may occur at the discretion of the City.

Respondents should clearly state exceptions to City's Standard Terms and Conditions as well as to the Terms and Conditions contained in any attached sample form of Contract and to any other portions of this RFP, including the stated Insurance Requirements. Respondents may also propose to utilize their own form of Contract and in such instances, Respondent must provide its form of Contract as part of its submittal. City, at its sole option, will decide whether engage in negotiation on any or all proposed exceptions. City reserves sole discretion to determine the final form of Contract that will be used.

## **16. INSURANCE REQUIREMENTS**

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation.

## **17. PREVAILING WAGE INFORMATION (IF APPLICABLE)**

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

The project site is located in Pierce County/Counties.

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

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

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

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

<https://secure.lni.wa.gov/wagelookup/>

## **REQUIRED FILINGS**

The contractor and all subcontractors covered under 39.12 RCW shall submit to the Department of Labor and Industries (L&I) for work provided under this contract:

1. A Statement of Intent to Pay Prevailing Wages must be filed with and approved by L&I upon award of contract.
2. An Affidavit of Wages Paid must be filed with and approved by L&I upon job completion.

Payments cannot be released by the City until verification of these filings are received by the engineer. Additional information regarding these filings can be obtained by calling the Department of Labor & Industries, Prevailing Wage at 360-902-5335, <https://secure.lni.wa.gov/> or by visiting their MY L&I account.

## **18. PAID LEAVE**

Effective February 1, 2016, the City of Tacoma requires all employers to provide Paid Leave and Minimum Wage, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit <http://www.cityoftacoma.org/employmentstandards>.

## **19. PARTNERSHIPS**

The City will allow Respondents to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. Any contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

## **20. COMMITMENT OF FIRM KEY PERSONNEL**

The Respondent agrees that key personnel identified in its submittal or during contract negotiations as committed to this project will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable for any reason, the selected Respondent shall provide suitable replacement personnel, subject to the approval of the City. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract. Specific language pertaining to personnel substitution is contained within the sample contract in Appendices.

## **21. AWARD**

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via the Purchasing Division using the email address for communications provided on the signature page.

Once a Respondent(s) has been selected for award by the SAC, contract negotiations will begin. If the a contract with the selected Respondent(s) is not successfully negotiated in that the City's final offer is not accepted, the City may, in its sole discretion discontinue contract

negotiations and commence negotiations with another Respondent. When a contract is successfully negotiated, the Contract will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

## **22. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

In accordance with the City's Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of products or services that help to minimize the environmental and human health impacts of City Operations. Respondents are encouraged to incorporate environmentally preferable products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, products, manufacturing, packaging, distribution reuse, operation, maintenance or disposal of the product or service.

The City of Tacoma encourages the use of sustainability practices and desires any awarded contractor(s) to assist in efforts to address such factors when feasible for:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

## **23. EQUITY IN CONTRACTING**

The City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See the **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

## **24. PROPRIETARY OR CONFIDENTIAL INFORMATION**

The Washington State Public Disclosure Act ([RCW 42.56 et seq.](#)) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this RFP shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

For complete detail on Respondent's responsibility to identify and mark confidential information, and the applicability of the Public Disclosure Act, see the [Standard Terms and Conditions](#).

## **25. ADDENDUMS**

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted along with this specification on <http://www.tacomapurchasing.org>. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

## PRICING

| Name   | Description   | Estimated Five Year Quantity | Unit of Measure      | Unit Price | Extended                         |
|--------|---|------------------------------|----------------------|------------|----------------------------------|
|        | <b>Private Vehicle Owner Responsibility Fees:</b>   |                              |                      |            |                                  |
| Line 1 | Rates shall be no more than the minimum allowed by Washington State Patrol Tow Rate Cap Agreement in effect at time of impound:<br><br>Yes / No | N/A                          | N/A                  | N/A        | <b>YES OR NO</b><br>(SELECT ONE) |
| Line 2 | The first 24 hours of storage to private owners will be included in the initial impound fee:<br><br>Yes / No                                    | N/A                          | N/A                  | N/A        | <b>YES OR NO</b><br>(SELECT ONE) |
|        | <b>City Responsibility Fees:</b>  |                              |                      |            |                                  |
| Line 3 | Class A/E Towing Fee: includes sedans, pickups, and vans under 10,000 GVW   | 517                          | EA<br>Per Tow        |            |                                  |
| Line 4 | Class B/E Towing Fee: includes dump trucks, heavy equipment between 10,000 to 16,000 GVWR   | 350                          | EA<br>Per Tow        |            |                                  |
| Line 5 | Class C Towing Fee: includes fire engine/ladder trucks, dump trucks, refuse trucks, Tagro trucks, 3 axle tractors and trucks over 16,000 GVWR   | 492                          | EA<br>Per Tow        |            |                                  |
| Line 6 | Class D Towing Services Fee: car carrier/flatbed for larger than class A or B   | 25                           | EA<br>Per Tow        |            |                                  |
| Line 7 | Class S (Super) Towing Services Fee: Large tow rotator recovery   | 10                           | EA<br>Per Tow        |            |                                  |
| Line 8 | Roadside Assistance: includes tire changes, jumpstarts, battery charges, and lockouts on lice cars and light duty vehicles                      | 500                          | EA<br>Per Each       |            |                                  |
| Line 9 | Narrows Bridge Toll, when applicable (equal   | 15 roundtrips                | EA<br>Per Round Trip |            |                                  |

|         |   |                |                 |  |  |
|---------|---|----------------|-----------------|--|--|
|         | to the toll now in effect,<br>or hereafter amended)   |                |                 |  |  |
| Line 10 | Hourly Fee for towing,<br>roadside assistance and<br>Investigative Hold tows<br>beyond City limits.                       | 50 hours       | EA<br>Per Hour  |  |  |
| Line 11 | Investigative Hold<br>Storage Fee, days 1<br>through 7 or less  | 433 weeks      | EA<br>Per Week  |  |  |
| Line 12 | Investigative Hold<br>Storage Fee, days 8<br>through 30   | 3800 days      | EA<br>Per Day   |  |  |
| Line 13 | Investigative Hold<br>Storage Fee, 30 day<br>increments (every month<br>or portion of a month<br>after the first 30 days) | 2200<br>months | EA<br>Per Month |  |  |
|         | <b>Sub Total (Before Tax<br/>if Applicable)</b>   |                |                 |  |  |



## APPENDIX A – SIGNATURE PAGE

### CITY OF TACOMA CITYWIDE

All submittals must be executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request For PROPOSALS page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

### REQUEST FOR PROPOSALS - SPECIFICATION NO. CT22-0354F Towing Services

The undersigned bidder/proposer hereby agrees to execute the proposed contract and furnish all materials, labor, tools, equipment and all other facilities and services in accordance with these specifications.

The bidder/proposer agrees, by submitting a bid/proposal under these specifications, that in the event any litigation should arise concerning the submission of bids/proposals or the award of contract under this specification, Request for Bids, Request for Proposals or Request for Qualifications, the venue of such action or litigation shall be in the Superior Court of the State of Washington, in and for the County of Pierce.

#### Non-Collusion Declaration

*The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal is genuine and not a sham or collusive bid/proposal, or made in the interests or on behalf of any person or entity not herein named; and that said bidder/proposer has not directly or indirectly induced or solicited any contractor or supplier on the above work to put in a sham bid/proposal or any person or entity to refrain from submitting a bid/proposal; and that said bidder/proposer has not, in any manner, sought by collusion to secure to itself an advantage over any other contractor(s) or person(s).*

\_\_\_\_\_  
Bidder/Proposer's Registered Name

\_\_\_\_\_  
Signature of Person Authorized      Date  
to Enter into Contracts for Bidder/Proposer

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

\_\_\_\_\_  
State Business License Number  
in WA, also known as UBI (Unified Business Identifier) Number

\_\_\_\_\_  
E.I.No. / Federal Social Security Number Used on Quarterly  
Federal Tax Return, U.S. Treasury Dept. Form 941

\_\_\_\_\_  
State Contractor's License Number  
(See Ch. 18.27, R.C.W.)

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

**THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL**

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## **APPENDIX B – PROJECT REQUIREMENTS**

### **SCOPE OF WORK AND DELIVERABLES**

#### **REQUIREMENTS**

A. The Contractor agrees to provide towing services to the City and other motorists, when requested by a City official at rates that shall not exceed the Contractor's Washington State Patrol rate schedule as now in effect or hereafter amended.

#### **B. Subcontractors**

Contractor shall provide a list of proposed subcontractors as part of their submittal (See 3.02). The list shall be updated annually.

Contractor has the flexibility to add or delete subcontractors based on need and/or performance. Contractor shall document the reasons for changes and notify the City's contract manager in advance of said changes.

Contractor shall provide contract manager four (4) copies of a map indicating the areas of responsibility for the contractor and the subcontractors; however, it is the Contractor's responsibility to determine the company to be dispatched, not the City's.

#### **C. Storage Facilities of Contractor**

1. At least one primary storage facility of the Contractor and subcontractors shall be located within the Tacoma city limits and within 1/2 mile from a public bus line. This primary storage facility does not have to be at Contractor's business office but private vehicle owners shall be able to pay charges and redeem vehicles there.
2. The enclosed and secure Investigative Hold Storage facility of the Contractor and subcontractors shall be located within the city limits of Tacoma. This facility does not have to be Contractor's business office but private vehicle owners shall be able to pay charges and redeem vehicles there.

D. Sufficient Vehicles. The Contractor shall have a sufficient number of tow trucks of adequate size and capacity in legal working condition, together with operating personnel, to respond to requests for towing, roadside assistance, removal and disposal of abandoned vehicles, and impound services within the times specified under response times. Capacity includes the capacity to properly tow motorcycles.

E. Tow Truck means any Class A/E, B/E, C, D, and S tow truck that has been approved and certified by the Washington State Patrol as set forth in WAC 204 91A as now or hereafter amended.

F. Staffing. The Contractor shall have sufficient staffing to meet response time requirements as indicated in this contract and at least one tow truck and at least one driver on duty at all times, and at least one other truck and driver on call at all times.

G. Equipment including hand tools shall be in good working order.

H. Membership. It is desirable that the Contractor and subcontractors shall be members in good standing of the Towing and Recovery Association of Washington.

I. Personnel

1. All employees of the Contractor shall be qualified, competent, and skilled in the performance of the special work they may be assigned hereunder. Employees shall be trained to work safely and have the right equipment for the job, to include appropriate personal protective gear (PPE) such as traffic safety vests, chemical gloves, work boots, etc.
2. Contractor and subcontractors shall wear professional attire with clear identification and safety equipment per state law, including orange or green reflective vests.
3. Contractor shall use multiple training methods and certified staff to train towing staff.
4. The Contractor shall assure that all subcontractors meet relevant service requirements (e.g., competency, training, criminal background, and safety requirements for employees, physical and communication requirements for storage facilities, billing and record keeping). Contractor shall make an effort to provide ongoing training to subcontractors on towing issues.
5. Contractor shall recruit qualified personnel that pass a criminal background check, pre-employment drug screen, possess a current Washington State Driver's License, and meet RCW 9.96A.020. Contractor and employees who operate a tow truck or assist in vehicle auctions are subject to the requirements set forth in WAC 204-91A-060(2) and failure to meet those requirements may result in disqualification or in revocation of the contract. It is the Contractor's responsibility to obtain a criminal history check via the Washington State Patrol's WATCH program (<https://watch.wsp.wa.gov/>) and maintain an employee file that is accessible to the City.
6. Upon hiring, employee will be trained for whichever task they are assigned. Additional training for tow truck operators, e.g., hook up/recovery techniques will be done as offered in conjunction with TRAW.
7. The Contractor shall ensure that all truck drivers attend a spill response class, such as those offered by Washington State Department of Ecology or City of Tacoma Environmental Services, to provide them with up-to-date techniques and reporting requirements.

J. Supervision. The Contractor shall supervise the employees to accomplish the results described in this specification.

K. Certification. The Contractor is encouraged to develop a program for drivers to receive training and certificates of completion of training.

L. Dispatch Office. The Contractor shall provide one central dispatch office staffed 24 hours per day, 7 days per week, to meet the requirements of the contract. Contractor shall be available to promptly respond 24 hours a day, 7 days a week.

M. Communication. The Contractor shall provide and maintain in good working order the following communications equipment and capability, all of which shall be subject to inspection and approval by the chief of TPD or his or her designee.

1. Police Telephone Line. The Contractor shall provide and maintain in good working order a private telephone line between the Contractor's central dispatch office and the designated South Sound 911. This telephone line shall be a hot line service for use only by SS911.
2. An attendant shall be available during regular business hours to release a vehicle. In the event there is no release attendant on duty at the specific facility, the attendant contacted by phone shall arrive within 20 minutes of the call.
3. Telephone. The Contractor shall maintain telephone equipment, a single telephone number, and service personnel for receiving calls from other City officials and the public at the Contractor's dispatch office 24 hours per day, seven days per week.
4. Two Way Communication. The Contractor shall maintain two way communication equipment and service between the Contractor's dispatch office and each tow truck used to impound vehicles.

N. Reports. The Contractor shall possess a record keeping system or database management system, to accomplish transmission to the City of at least the following information:

1. If requested by TPD, Contractor shall provide records by month including the TPD incident number, the description of the vehicle, date, time, origin, disposition, and reason for the tow; date and time of notification to the City; and
2. Weekly Reporting of Investigative Hold Vehicles. Contractor and subcontractors shall email TPD a Windows Excel list of all evidence vehicles placed, remaining, or released from hold status at their facilities. Report shall be emailed every Tuesday by 12:00 noon, to TPD at [4CID-impounds@cityoftacoma.org](mailto:4CID-impounds@cityoftacoma.org).

#### O. Signs

1. The Contractor shall display in plain view at all facilities and cashiers' stations a sign disclosing all current fees and charges in force for towing and storage services.
2. The Contractor shall post conspicuously at all storage facilities used in performance of this contract, in locations designated by the City, printed signs which state in the English language the following:
  - a) The Contractor's rates and fees for towing, storage, and other services.
  - b) The Contractor's 24/7 telephone number to contact for vehicle release when the office is closed.
  - c) Free use of a local telephone and telephone book is available for the convenience of the private vehicle owner or owner's designated agent.
  - d) Owner's vehicle shall be freely available for other tow operators to remove from Contractor's storage facility, provided only that Contractor's authorized towing and storage fees be paid or arranged.

P. Subcontractors Conformance. The primary Contractor is responsible for the subcontractor's conformance to the terms of the contract. To that end, as needed, the Contractor shall verify that subcontractors are performing and charging in accordance with the requirements, fees, and terms of the contract and bring them into conformance if necessary.

## **RESPONSE TIME RESPONSIBILITY**

A. Good response time for any and all tows is one of the most important aspects of this contract for all users.

B. An impound or tow request shall be deemed to have been received when SS911 dispatches or the authorized City officer contacts the Contractor. Response Time is defined as the time lapse between the time of a SS911 dispatch or request by Fleet Shop or other City Department and the arrival at the scene by the tow truck. This is documented in the same way SS911 documents all dispatches. The Contractor is expected to make reasonable efforts to arrive at the location to which directed as quickly as is safely possible. The Contractor must immediately dispatch a tow truck to the location specified by the City and the tow truck must arrive at the scene within the City limits with a response

C. For Special Events, the Contractor must immediately dispatch a tow truck to the location specified by the City and the tow truck must arrive at the impound with a response time of 10 minutes or less within the City limits from receipt of the impound request. For any vehicle designated for impound and located in an area in which parking is prohibited during a special event, the Contractor shall impound such vehicle if, and only if, the Contractor can complete the removal of such vehicle prior to the expiration of the time during which parking is prohibited.

D. Response time for City owned vehicles and equipment, except for the Fire Department, within city limits shall be within 20 minutes for towing disabled vehicles and roadside assistance.

E. Response time for towing or mobilizing Fire trucks shall be considered a priority for Contractor so that vehicles can be returned to service promptly. Response time for towing or removing private-owner vehicles that block Fire Department access in an emergency shall be considered a priority for Contractor. Every safe attempt possible shall be made to respond in less than 20 minutes.

F. Response time to tow a City-owned vehicle to a designated repair shop shall be within 60 minutes or as otherwise agreed at time of request.

G. Response time for City-owned vehicles and equipment outside city limits shall be within the time limit agreed upon at the time of the request.

H. Response time for abandoned vehicles on the right-of-way shall be within 20 minutes after receipt of call.

I. Roadside Assistance. Contractor shall arrive at vehicle within 20 minutes (within City limits) of request for roadside assistance, record the vehicle number on the invoice/service document, and have the vehicle operator sign the invoice/service document.

## **CONTRACT STORAGE RESPONSIBILITY**

A. Storage. The Contractor shall store and secure impounded vehicles and their contents from the time they are impounded until they are released, as provided herein, or until they are sold, as provided by applicable City ordinance or state law.

B. Zoning Compliance. All of the provisions of The City of Tacoma Zoning Code and the Washington Administrative Code as applicable to storage facilities shall be satisfied by the Contractor. Failure to meet these requirements shall constitute a material breach of this contract and grounds for contract termination by the City.

C. Size. The Contractor shall provide enough area to allow for reasonable access to any impounded vehicle stored at its primary or secondary storage facility. Nothing in this Section shall relieve the Contractor from its sole responsibility to ensure that sufficient storage facilities are provided to fulfill the contract at all times.

D. Primary Storage Facility. The Contractor shall provide a primary storage facility for the storage of impounded vehicles. The primary facility shall be located within the Tacoma city limits and within 1/2 half mile of a public bus route. All impounded vehicles shall be towed directly to the primary facility unless otherwise directed by the City.

1. This primary storage facility shall have facilities to accommodate and protect at least 70 vehicles at any given time that are impounded hereunder. The business office shall be open from 8 a.m. to 5 p.m., Monday through Friday, except for Legal holidays listed in 1.24 of the City of Tacoma Standard Terms and Conditions. An attendant shall be on duty or readily available for duty in the primary storage facility 24 hours every day.
2. If the Contractor does not have a secondary storage facility, the primary storage facility shall meet the combined requirements of the primary and secondary storage facilities.

E. Secondary Storage Facilities. The Contractor may provide secondary storage facilities to accommodate and protect at least 200 vehicles, at any given time, that are impounded hereunder.

F. A Contractor may tow to its secondary facility the following vehicles:

1. Any unredeemed vehicle that has been stored at the Contractor's primary facility in excess of 24 hours, except that this provision shall not apply to investigative holds.
2. Secondary storage facilities do not require a 24 hour attendant, but an attendant must be on call at all times and arrive within 20 minutes to release vehicles upon request.
3. Contractor shall move vehicles from its secondary storage facility to its primary storage facility within 4 hours after being requested to do so by the private vehicle owner.

G. Physical Conditions and Security. The Contractor's primary and secondary storage facilities shall be kept surfaced, graded, drained, lighted, and free of obstacles and hazards in a manner satisfactory to the City at all times, so that persons redeeming impounded vehicles have reasonably safe and convenient access to the vehicles.

1. All primary and secondary storage facilities shall be so arranged as to allow vehicles to be moved into and from such areas without undue congestion.

2. The Contractor shall provide adequate security at its storage facilities to prevent loss or damage to impounded and investigative hold vehicles and their contents. All vehicles shall be handled and returned in substantially the same condition as they were immediately prior to being towed, as required by RCW 46.55, as now or hereafter amended.
3. All storage facilities shall have site obscuring screens and fences at all times in accordance with WAC 308-61 and applicable Building and Zoning Codes. When an attendant is not on the premises, storage facility gates must be securely locked. Fences shall be secure to prevent entry.
4. The Contractor shall provide adequate covered shelter that provides protection for vehicles that need to be protected from the weather. For example, a vehicle without a windshield that could be repaired to a driveable condition could be stored under a carport-type structure.

#### H. Secure Inside Investigative Hold Storage

1. The storage for investigative holds shall be located within the city limits, secure and inside with no accessibility by animals or persons other than TPD. At all times, the Contractor must minimize touching or handling of the vehicle. No entry to the interior of the vehicle by Contractor shall be made except to mobilize or immobilize as necessary for towing and storage.
2. TPD shall have 24/7 access to held vehicles at no additional cost. After the investigative hold is released by TPD, the vehicle shall revert to private vehicle owner status.
3. The secure inside facility and primary storage facility shall be attended at all times for servicing the public and the City from 8 a.m. to 5 p.m., Monday through Friday, except for Legal holidays listed 1.24 of the City of Tacoma Standard Terms and Conditions.
4. Security
  - a) TPD will inspect premises to insure security measures are in place prior to the award of contract
  - b) Specified level of security shall be maintained in working order throughout the contract
  - c) Access shall be restricted to limited authorized tow company personnel to maintain evidence and chain of custody
  - d) Facilities shall be monitored by video and alarm systems, with the video recorded and maintained for a minimum of 30 days. It is desirable, though not required, that the video be available via a secure internet protocol address to allow remote monitoring by TPD or their representative.
  - e) Facilities shall be accessible to TPD officers 24/7 for storage of impounded vehicles and as needed for evidence collection
  - f) Card key access devise installed that is tied into TPD Headquarters for tracking and limiting access.

I. Other Storage Prohibited. The Contractor shall not store any impounded vehicle on a public street or any public property for any length of time. Failure to properly store impounded vehicles is a violation.

J. Overflow Storage Facilities during Special Events. Special Events shall be designated as such by the TPD and include such events as the Daffodil Parade or the 4th of July fireworks celebration and any other activities which result in an unusually large number of impounds in a short period of time. The TPD will notify the Contractor as early as possible when the Contractor will be impacted by any Special Events or abandoned vehicle sweeps. The Contractor shall notify the TPD of the location of each of its Special Events storage facilities prior to the Special Event. Special Event impounds shall be treated in the following manner:

1. The City may approve the use of a Contractor's secondary storage facility or other locations as overflow facilities to be used for towing vehicles during Special Events when the primary facility is full. Such secondary facility or facilities must be reasonably convenient for a large number of individuals redeeming vehicles. Before a vehicle is moved from a primary facility to an overflow facility, the TPD must be notified in writing via the impound slip and also by telephone or by automated data transmission. For the purposes of compliance with the written notification required in this subsection, a fax to the TPD of the impound slip shall be sufficient. A person redeeming the vehicle must either be:
  - a) Advised on the first telephone inquiry of the address of the facility where the vehicle is located and not be required to visit the primary facility to obtain release of the vehicle from an overflow facility, or
  - b) Provided immediate transportation, at the Contractor's risk and expense, from the primary facility to the overflow facility upon qualifying for the release of the vehicle.

## **CONTRACT GENERAL RESPONSIBILITY**

A. Impounding. The Contractor shall impound vehicles as follows:

1. Designation of Vehicles. The City will designate vehicles for impoundment by attaching a citation signed by a Tacoma police officer, Road Use Compliance officer, or a notice of impoundment, and notify the Contractor, by radio or otherwise, of the location of such vehicle; or
2. Oral direction by a Tacoma police officer or other City official accompanied by a completed copy of the TPD Vehicle Impound Form describing the vehicle to be impounded and authorizing the impound.
3. Unless otherwise provided herein, the Contractor shall impound all vehicles to which an appropriate notice of impoundment or citation has been issued. The Contractor shall not impound a vehicle unless the issued citation or notice of impoundment describes, with substantial accuracy, the vehicle with respect to which it has been issued and the location of such vehicle at the time of impoundment.



B. Citation. Upon impounding a vehicle bearing a citation, the Contractor shall place the citation on the driver's seat.

C. Removal of Accident Debris

1. The Contractor, when called to an accident scene by a City officer, shall be responsible for cleaning the accident scene (including street, sidewalk, or parking strip) of all glass, automotive fluids, spent absorbent, and debris resulting from an accident or collision without extra charge as promptly as is practicable, so long as TPD provides sufficient traffic control at the scene to ensure safety under the circumstances, or unless otherwise directed by a police officer, Fire officer or City official. The Streets and Grounds trouble truck is on duty 24/7 and can assist with traffic control when necessary so that the tow driver can complete the cleanup. The trouble truck can be reached at 253-591-5495 during regular work hours and at 253-381-5760 at all other times.
2. If Contractor is dispatched to tow Solid Waste vehicle, City employees will work as a team at the scene with tow truck driver, providing flagging assistance if needed so that scene can be cleared and cleaned.
3. Preventing automotive fluids from entering the storm drainage system is important to the City. Contractor shall notify Environmental Services' 24-hour number at 253-591-5495 or Source Control's 24-hour pager at 253-502-2222, if they see any automotive fluids or other pollutants that might enter a storm drain. The City's goal is to intercept any pollution before it is discharged to waters of the state.
4. The Contractor shall at all times, carry the appropriate tools and a sufficient quantity of the absorbent types for various weather conditions and adequately spread absorbent whenever there are liquid spills. The Contractor shall take the trash and spent absorbent away with them and dispose of it in a safe and sanitary manner that complies with applicable regulations.
5. Environmental Services officials will monitor the Contractor's performance on accident scene cleanup.
6. Training. Environmental Services officials are available to educate contract holders regarding roadway cleanup procedures and environmental concerns. They are available to provide some environmental basics to the contracted companies, describe the best absorbent for each situation, assist with specific training regarding spill cleanup techniques, and explain the WDOE guidelines for cleanup of small spills.

D. Care and Skill. The Contractor shall comply with all laws applicable to it as a Bailee including, but not limited to, common law and these specifications. It is understood that the City incurs no such liability and is entitled to indemnification as set forth herein.

E. Personal belongings. Personal belongings in vehicle shall be available for owner or his designee to pick up in accordance with state law. TPD shall provide an inventory form at time of impound.

Any personal belongings not claimed prior to vehicle auction shall be disposed of pursuant to applicable state law. The Contractor shall maintain a complete inventory of all such contents, which inventory shall be available to the City for inspection at reasonable times. A personal belonging means and includes, but is not limited to:

Property (other than cash) having an apparent value exceeding \$25

- Cash (in any amount)
- Wallet or purse
- Bank or checkbook
- Any bank or credit card
- Any jewelry item
- Any official identification card, operator's license or passport
- Any firearm or any other type of weapon
- Any contraband and/or controlled substances

#### F. Court Appearances, Claims, and Records

1. Upon request to appear made by officers of the court, either by telephone or by mail, the Contractor and subcontractors shall appear at court at the time and place requested to testify under oath regarding any tow performed under this contract.
2. The Contractor and subcontractors shall, upon request, make available for court hearing any books, records, or personnel under its control to furnish evidence as requested.
3. The Contractor and subcontractors shall, upon request, make available to the City any books or records requested for a claim or legal action to which the City is a party.
4. The Contractor and subcontractors shall be responsible for outcome of failure to report fluid spills to Streets and Grounds trouble truck at cell 253-381-5760 or Source Control 24-hour pager at 253-502-2222.

G. Investigative Holds. An investigative hold may include towing to or from the City storage facility and/or storage in the Contractor's secure inside storage at the direction of the TPD officer. The tow driver shall protect the evidence during the handling and towing and not leave the scene with the vehicle until directed by the TPD officer.

1. Security/Handling. If directed to provide storage for the vehicle on investigative hold, the storage shall comply with this Section.
2. Duration. The Contractor shall hold the vehicle for seven days, at which time the hold is deemed automatically released, unless TPD notifies the Contractor in writing that the hold shall continue. No additional TPD storage fee beyond the first seven-day charge may be imposed absent written authorization from the authorized TPD CID representative to continue said hold.
3. After the investigative hold is released, if the vehicle remains unredeemed, the storage shall be charged to the private vehicle owner per Private Vehicle Owner Storage Fee commencing after the TPD release.

H. Meetings. Contractor shall meet with Fleet Parts and Contracts Manager on a regular basis, at minimum quarterly, at City of Tacoma Fleet Services, 3639 S. St, Suite A, Tacoma, WA 98409. Telephone 253-591-5866; fax 253-591-5635.

## **VEHICLE RELEASE RESPONSIBILITY**

A. Contractor shall release vehicles in compliance with all rules, regulations, and laws including, but not limited to, all those set forth in RCW 46.55 and the requirements of this Specification.

B. Notification to Police. If so requested by the TPD, the Contractor shall notify the TPD of the date and time of the release of any specified vehicle.

C. Subsequent Order to Release. Contractor shall release impounded vehicles when ordered by the Chief of Police or his designee without charge to the private vehicle owner. The City shall pay the Contractor for impounded vehicles released by order of the Chief of Police or his designee at the City Vehicle Towing Fee rate and the TPD Storage Fee rate.

## **ABANDONED VEHICLES RESPONSIBILITY**

A. A City Official may order an abandoned vehicle removed from the City streets and/or stored at the Contractor's storage facility. An impounded vehicle deemed to be abandoned under the provisions of state law (as now or hereafter amended), may be sold by the Contractor only in accordance with the notice and sale procedure specified by applicable state laws, rules, and regulations.

B. The Contractor shall be solely responsible for losses, damage, or other claims that result from the sale of any abandoned vehicles. The Contractor shall not charge any person who redeems a vehicle prior to the vehicle's sale for any costs incurred in preparing the vehicle for sale.

C. Additionally, the Contractor shall mail written notice of the time and place of the sale to any person who claims ownership or authorization to claim the vehicle in care of the address given by that person.

D. In addition to the notice requirements, the Contractor shall enclose with the notice of custody and sale, a notice that a citation has been issued incident to impoundment, if applicable, and that failure to redeem the vehicle shall have no effect on such person's personal liability for the citation. In the event the registered owner of the vehicle appears at the Contractor's office and requests the citation accompanying the impounded vehicle prior to redeeming the impounded vehicle, the Contractor shall provide a photocopy of the citation to the registered owner at no cost to the registered owner. The original citation shall be delivered to the person claiming the vehicle at the time the vehicle is redeemed.

E. Impounding Abandoned Vehicle with Trash and Debris

1. The Contractor, not the City, shall be responsible for the safe cleaning and proper disposal of all trash and debris, including hazardous wastes, fluids, and gases, from a vehicle/trailer/RV or the like (vehicles) into an approved receptacle for proper disposal. The trash shall not be left on the right-of-way by the Contractor. Contractor or

subcontractor shall have appropriate equipment for this purpose and follow the State of Washington process for contaminated vehicles.

2. Solid Waste Management will no longer accept, clean out, remove or decommission tanks, refrigerators, contaminated or meth lab vehicles, or trash-filled vehicles at the landfill.
3. Solid Waste Management will no longer provide “dumpsters” or roll-off boxes at no charge to tow companies for disposal of trash and debris from vehicle. The City will no longer clean trash out of vehicles on the right-of-way prior to towing.
4. Solid Waste Management will not assist in or subsidize the cost of trash disposal.
5. The Solid Waste landfill will accept RVs, trailers, and boats that can be crushed and/or removed from the frames. The tow company can haul the remaining frames away for recycling. In order to use this service, tow company shall call ahead and make prior arrangements with the landfill supervisor to bring a vehicle in for crushing or disposal. Solid Waste landfill will not accept motor vehicles, etc. that would normally go to a metal hauler with proper registration or ownership documents and they do not accept automobile or truck parts such as bumpers, seats, fenders, etc.

## **INVOICING RESPONSIBILITY**

### **A. Services for Which City is Responsible for Payment:**

1. The Contractor shall email invoices to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org)
2. Contractor shall double check that fees are accurately billed before emailing invoice and promptly credit and re-invoice if the City discovers an error. One vehicle per invoice.
3. The Contractor shall keep a copy of the Authorization to Tow/Impound and Inventory Record form and Release form in their files.
4. All invoices to the City shall be from the Contractor, not from subcontractors, if any. If a subcontractor performs the service, he shall invoice the Contractor who will invoice the City, after verifying that fees are accurate and appropriate. The Contractor shall assure that all subcontractors maintain the records required under this contract so that they can be furnished to the City if requested.
5. The Contractor shall email invoices to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).
6. The Contractor shall take care to correctly identify and email the invoice to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org). If there is any question, contact the contract manager for assistance. The City shall make payment for services rendered per the terms quoted in the proposal.

7. The receipt/invoice for a City-owned vehicle shall include the City vehicle number, license number, and brief description of the vehicle, the date, from and to locations, as well as the name and identification number of the City employee authorizing the tow. The invoice shall include services rendered and fees per the contract rate schedule (Pricing Section), plus sales tax.
8. The invoice for an Investigative Hold shall include all the items listed above for a City-owned vehicle and it shall have the TPD case number, dates stored, quantities of weeks, days, and months billed, and vehicle release information. Towing and storage may be billed on same invoice.
9. Hourly fees shall have the start and end times shown on the invoice.
10. Preprinted Invoice Books. The Contractor shall have printed invoice books for City vehicles, which enable the driver to fill in the service details and fee accurately per the contract rates for all services.
11. The Contractor is responsible to review and correct all invoices from his drivers and subcontractors before submission to the City for payment.
12. Statements. Computer generated statements shall be emailed monthly to the [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org) and shall include copies of past due invoices.
13. Subsequent Order to Release Investigative Holds. Contractor shall invoice TPD for impounded vehicles released by order of the Chief of Police or designee without charge to the private vehicle owner for the services rendered prior to TPD release.

**B. Services for Which Private Vehicle Owner is Responsible for Payment:**

1. Contractor and Subcontractors shall record the receipt time when private vehicle owner pays mechanically such as by time clock or computer or cash register.
2. Audit copies of invoices shall be computer generated, record time and date of arrival at scene, time and date delivered, and signed by private vehicle owner.

**RECORDS AND REPORTS RESPONSIBILITY**

**A. The Contractor shall prepare, transmit, and maintain records as follows:**

1. Dispatch Records. The Contractor shall keep a daily log of every dispatch call received from SS911, including the time call received, location of tow, company dispatched, and number of trucks; this log may be handwritten. If requested, a copy of the original log for a specific date shall be furnished to the contract manager.
2. Quantity of City-Owned Vehicle Tows. If requested, the Contractor shall provide the contract manager a report with the quantity of tows and roadside services for the previous calendar year for each City department requesting service, e.g., Fleet Annex, Tacoma Public Utilities, Fire Department, etc.
3. Investigative Holds. If requested, the Contractor shall provide the contract manager a report with the quantity of tows and storage days for TPD for the previous calendar year.

B. Business Records. The Contractor shall keep and maintain computer database and records of all tow services furnished; including the TPD incident numbers, a description of vehicles, City vehicle number, nature of service, date, time of notification by the City, time of tow truck dispatch, time of the arrival of the tow truck at the scene, location of calls, total itemized charges of towing and storage, the disposition of all vehicles towed and/or stored, and the name and identification number of the City official authorizing the tow. If the vehicle is sold at lien sale, data shall be maintained documenting all liens against the vehicle, monies received as a result of the sale, identification of the purchaser, and the amount of excess monies forwarded to the state. All such data and original towing and storage records shall be maintained in an accessible location. The Contractor shall make available and permit the City without notice during normal business hours to audit, examine and make excerpts or transcripts of all data and records with respect to the towing and storage of vehicles initiated by the City. The Contractor shall provide a database management system to accomplish this function.

C. Audit and Inspection of Records. At any time during normal business hours and as often as the City may deem necessary, the Contractor shall make available for examination all data and records with respect to matters covered by this contract and shall permit the City to audit, examine and make excerpts or transcripts from such data and records, and to make audits of all invoices, materials, and other data relating to all contract matters and with respect to Dispatch invoices, materials, payrolls, personnel records and other data relating to all matters covered by the contract. The Contractor shall keep the records for the last three years at its regular business office or offices and shall not remove any of the records from its regular business office or offices without giving the City three full business days advance notice in writing, specifying the particular records to be removed from the Contractors regular business office.

1. The Contractor shall keep the records in an orderly manner to assure easy access and reference to the records and shall make all the records available for inspection, audit, and copying by the City at all times between 8 a.m. and 5 p.m., Monday through Friday, except Legal holidays listed 1.24 of the City of Tacoma Standard Terms and Conditions. The records shall, at all times, be physically located in King, Pierce, or Thurston County, Washington.
2. The Contractor shall maintain such data and records in an accessible location for a period of three years after the term of the contract.
3. Notification to Owners. The Contractor will receive registration information by telephone or fax from the TPD or SS911 within 6 to 12 hours of the time TPD or SS911 is notified of the vehicle impoundment by the Contractor and its request for registration information. The Contractor must notify the registered and legal owner(s) of the vehicle of the impoundment in the manner prescribed herein and as provided by RCW 46.55.110, except for out-of-state license holders, in which event the required vehicle owner notification shall be made within 24 hours of the time the Contractor receives the registration information from the TPD.
  - a) Receipt. The Contractor shall prepare a receipt using uniform, sequentially numbered forms approved or designated by the City, for every impounded vehicle that leaves the Contractor's custody and control. The receipt shall be prepared at the time the vehicle leaves the Contractor's custody and control and shall state legibly:
    - i. The date and time of delivery to the claimant;
    - ii. The name, address, and state of Washington (other state, province, or country) driver's license number of the person to whom it is delivered;

- iii. The name and address of the employer of such person, and if such person is the agent for the registered owner or purchaser of the vehicle, the name of such registered owner or purchaser;
  - iv. The name and address of the vehicle's registered owner at the time of impound, if known;
  - v. An itemized statement of the impound, storage, and other charges collected by the Contractor, and the word "Paid" if redeemed by payment of the charges or a complete statement of the source (e.g. "auction") and amount of any moneys or other consideration received for the vehicle and contents, if sold pursuant to RCW 46.55, as now or hereafter amended;
  - vi. The signature of the person to whom it is delivered, acknowledging such delivery and payment, if any; and
  - vii. The signature of the Contractor's employee making such delivery and receiving such payment, if any.
- b) Copies. The Contractor shall deliver one copy of the receipt to the person to whom the vehicle is released and shall keep one copy filed serially in the order of the receipt number.

## APPENDIX C – SAMPLE DOCUMENTS



## SERVICES CONTRACT

Click here for the [Contract Questionnaire Popup Quick Reference](#)

Start Questionnaire

Finalize Document

THIS CONTRACT, made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (EFFECTIVE DATE) by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **[INSERT legal name of Supplier exactly as it appears in Ariba]**, (hereinafter referred to as "CONTRACTOR");

In consideration of the mutual promises and obligations hereinafter set forth, the Parties hereto agree as follows:

### 1. Scope of Services/Work

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

### 2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit(s) \_\_\_\_\_, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit \_\_\_\_, Exhibit \_\_\_\_\_. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

### 3. Changes to Scope of Work

The CITY shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

### 4. On Call Contracts

If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

### 5. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

## **6. Renewals**

At CITY's sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

## **7. Delay**

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

## **8. Compensation**

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

## **9. Not to Exceed Amount**

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

## **10. Payment**

CONTRACTOR shall submit XXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

## **11. Payment Method**

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

## **12. Independent Contractor Status**

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

## **13. Services Warranty**

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs

within one year from \_\_\_\_\_ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

#### **14. Reliance on CITY Provided Data or Information**

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

#### **15. Contract Administration**

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

#### **16. Specific Personnel**

If before, during, or after the execution of this Contract, CONTRACTOR represents to the CITY that certain personnel would or will be responsible for performing services and deliverables under this Contract, then the CONTRACTOR is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the CITY, and on a case-by-case basis.

#### **17. Right to Audit**

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection

audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

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

## 18. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of \_\_\_\_\_ [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

## 19. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

|                |                |
|----------------|----------------|
| CITY:          | CONTRACTOR:    |
| Name:          | Name:          |
| Title:         | Title:         |
| Address:       | Address:       |
| Telephone No.: | Telephone No.: |
| E-mail:        | E-mail:        |

## 20. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR.

In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **21. Suspension**

The CITY may suspend this Contract, at its sole discretion, upon seven (7) business days' written notice to the CONTRACTOR. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the CONTRACTOR'S reasonable expenses and shall be subject to verification. The CONTRACTOR shall resume performance of services under this Contract without delay when the suspension period ends. Suspension of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

## **22. Taxes**

Unless stated otherwise in Exhibit A, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

If CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including by Tacoma City ordinance, and including by a court of law, CITY will deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. Any such payments shall be deducted from the CONTRACTOR's total compensation.

## **23. Licenses and Permits**

The CONTRACTOR, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The CONTRACTOR shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code Subtitle 6A.30. If applicable, CONTRACTOR must have a Washington state business license.

## **24. Indemnification**

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject

matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.

CONTRACTOR hereby warrants and represents CONTRACTOR is owner of any products, solutions or deliverables provided and licensed under this Contract or otherwise has the right to grant to CITY the licensed rights under this Contract, without violating the rights of any third party worldwide. CONTRACTOR shall, at its expense, defend, indemnify and hold harmless CITY and its employees, officers, directors, contractors, agents and volunteers from any claim or action against CITY which is based on a claim against CITY for infringement of a patent, copyright, trademark, or other propriety right or appropriation of a trade secret.

## **25. Title 51 Waiver**

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

## **26. Insurance**

During the course and performance of the services herein specified, CONTRACTOR will maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services and deliverables provided under this Contract. The City of Tacoma Insurance Requirements documents are fully incorporated herein by reference.

Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

## **27. Nondiscrimination**

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the

presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

## **28. Conflict of Interest**

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

## **29. City ownership of Work/Rights in Data and Publications**

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

## **30. Public Disclosure**

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for



such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

### **31. Confidential or Proprietary Records Must be Marked**

If CONTRACTOR provides the CITY with records that CONTRACTOR considers confidential or proprietary, CONTRACTOR must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If CONTRACTOR fails to so mark record(s), then (1) the CITY, upon request, may release said record(s) without the need to satisfy the notice requirements above; and (2) the CONTRACTOR expressly waives its right to allege any kind of civil action or claim against the CITY pertaining to the release of said record(s).

### **32. Duty of Confidentiality**

CONTRACTOR acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the CITY.

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

CONTRACTOR shall inform its employees, agents, and subcontractors of the confidentiality obligations under this Contract and instruct them so as to ensure such obligations are met. If so requested by the CITY, the CONTRACTOR further agrees to require all such individuals and entities performing services pursuant to this Contract to execute a Confidentiality and Non-Disclosure Agreement in a form acceptable to CITY.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 ("Rules") to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR

performs activities under the Contract, a "Service Provider." "Service Provider" will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific "Red Flag" incidents detected as to "Covered Accounts" of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported "Red Flags." This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **33. Approval for Release of Information Related to Contract**

If requested by CITY, CONTRACTOR shall not release any information or documentation concerning the work under this Contract or any part thereof for marketing, advertising, or other commercial activities or publication including, but not limited to, news releases or professional articles without CITY's prior written approval. CONTRACTOR may submit at any time for review and approval a generic abstract describing the component parts of the completed Scope of Services ("Project Abstract"). After receiving written approval of the Project Abstract from the CITY, the CONTRACTOR may make minor insignificant changes to the Project Abstract and use all or parts of the Project Abstract in proposals.

This Section shall survive for six (6) years after the termination or expiration of this Contract.

### **34. Dispute Resolution**

In the event of a dispute pertaining to this Contract, the parties agree to attempt to negotiate in good faith an acceptable resolution. If a resolution cannot be negotiated, then the parties agree to submit the dispute to voluntary non-binding mediation before pursuing other remedies. This provision does not limit the CITY'S right to terminate authorized by this Contract.

### **35. Miscellaneous Provisions**

#### **Governing Law and Venue**

Washington law shall govern the interpretation of this Contract. Pierce County shall be the venue of any mediation, arbitration, or litigation arising out of this Contract.

#### **Assignment**

The CONTRACTOR shall not assign, subcontract, delegate, or transfer any obligation, interest or claim to or under this Contract or for any of the compensation due hereunder without the prior written consent of the CITY.

#### **No Third Party Beneficiaries**

This Contract shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a contractual relationship with, or create a cause of action in favor of, a third party against either party hereto.

**Waiver**

A waiver or failure by either party to enforce any provision of this Contract shall not be construed as a continuing waiver of such provisions, nor shall the same constitute a waiver of any other provision of this Contract.

**Severability and Survival**

If any term, condition or provision of this Contract is declared void or unenforceable or limited in its application or effect, such event shall not affect any other provisions hereof and all other provisions shall remain fully enforceable. The provisions of this Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of this Contract, shall survive termination of this Contract.

**Entire Agreement**

This Contract and the attached Exhibits, as modified herein, contain the entire agreement between the parties as to the services to be rendered hereunder. All previous and contemporaneous agreements, representations or promises and conditions relating to the subject matter of this Contract are superseded hereby. The Parties hereto mutually acknowledge, understand and agree that the terms and conditions set forth herein shall control and prevail over any conflicting terms and conditions stated in any attachments hereto.

**Modification**

No modification or amendment of this Agreement shall be effective unless set forth in a written and executed Amendment to this Contract.

**Direct Solicitation and Negotiation**

For service contracts valued \$25,000 or less the City signature authorizes waiver of competitive solicitation by "Direct Solicitation and Negotiation" of professional and personal services in accordance with Tacoma Municipal Code 1.06.256 and the Purchasing Policy Manual.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor.

CITY OF TACOMA:  
By: \_\_\_\_\_

CONTRACTOR:  
By: \_\_\_\_\_

**(City of Tacoma use only - blank lines are intentional)**

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Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

## 1. GENERAL REQUIREMENTS

The following General Requirements apply to Contractor and to Subcontractor(s) of every tier performing services and/or activities pursuant to the terms of this Contract. Contractor acknowledges and agrees to the following insurance requirements applicable to Contractor and Contractor's Subcontractor(s):

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
  - 1.4.1. Be considered primary and non-contributory for all claims.
  - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
  - 1.6.1. An ACORD certificate or equivalent.
  - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
  - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
  - 1.7.1. No specific person or department should be identified as the additional insured.
  - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
  - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide [www.ambest.com](http://www.ambest.com).
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

## **2. CONTRACTOR**

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

## **3. SUBCONTRACTORS**

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

## **4. REQUIRED INSURANCE AND LIMITS**

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

### **4.1 Commercial General Liability Insurance**

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.2 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2.1

### **4.3 Commercial (Business) Automobile Liability Insurance**

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

#### 4.4 Workers' Compensation

4.4.1 Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

#### 4.5 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars (\$1,000,000) each employee, One Million Dollars (\$1,000,000) each accident, and One Million Dollars (\$1,000,000) policy limit.

#### 4.6 Garage Keepers Legal Liability Insurance

Contractor shall provide Garage Keepers Legal Liability Insurance, including physical damage coverage (section III, ISO policy form CA 00 05 03 10 or a more recent form) for all vehicles and/or equipment owned by City of Tacoma while in the care, custody, or control of Contractor. A minimum policy limit shall be the maximum value including special equipment of City of Tacoma owned vehicles in the care, custody, or control of Contractor at any one time. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

#### 4.7 Inland Marine (Cargo) Insurance

Contractor shall maintain Cargo Insurance. Coverage shall protect the property from all risk of injury, and coverage shall be in an amount of the full replacement cost of the property, with no coinsurance exposure. Any applicable deductible shall not exceed Five Thousand Dollars (\$5,000).

#### 4.8 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.



**Sample of Investigative Held Report to Be furnished Weekly to TPD  
Vehicles Held for Investigation**

**Towing Company:** \_\_\_\_\_

Report Date: \_\_\_\_\_

[illegible]