



City of Tacoma, WA

CITY OF TACOMA

REQUEST FOR PROPOSALS

**FACILITIES LEVY AND OUTREACH CONSULTATION
SERVICES**

SPECIFICATION NO. FI22-0011F



**City of Tacoma
Finance/Office of Management & Budget**

**REQUEST FOR PROPOSALS FI22-0011F
Facilities Levy and Outreach Consultation Services**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 1, 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, 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

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

By Carrier:

If possible, please include a flash drive of your full submittal.

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th Street
Tacoma, WA 98409

Bid Opening: Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to a RFP 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.

Solicitation Documents: An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at www.TacomaPurchasing.org.

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at 11am on Friday, February 11th.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83968691570>

Or by telephone: 1-253-215-8782

Webinar ID: 839 6869 1570

Project Scope: The City of Tacoma has a significant deferred repair and replacement backlog and delayed investment in infrastructure growth. Not only is the City's inventory aging and in need of repair, many of the facilities no longer meet the operational needs of the respective Departments, ultimately leading to reduced levels of service to the public. Accordingly, the City requests proposals from qualified firms to provide guidance, develop a plan, and recommend appropriate actions to address the backlog of repair and replacement projects, specifically in general government facilities.

Estimate: \$150,000 – project will not exceed this amount

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, 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 Erica Pierce, Senior Buyer by email to epierce@cityoftacoma.org

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



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


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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.

The following items make up your submittal package:	
One electronic copy of your complete submittal package submitted via email to: bids@cityoftacoma.org	
Signature Page (Appendix A)	
Information in Section 12 (Content to be submitted)	
After award, the following documents will be executed and supplied:	
Services Contract	
Certificate of Insurance and related endorsements (Appendix A)	

1. BACKGROUND

The City of Tacoma has a significant deferred repair and replacement backlog and delayed investment in infrastructure growth. Not only is the City's inventory aging and in need of repair, many of the facilities no longer meet the operational needs of the respective Departments, ultimately leading to reduced levels of service to the public. Accordingly, the City requests proposals from qualified firms to provide guidance, develop a plan, and recommend appropriate actions to address the backlog of repair and replacement projects, specifically in general government facilities.

The scope of the problem currently exceeds the City's revenue sources. City staff has reviewed general government facilities including General Government Municipal Facilities, the Tacoma Public Library, and Public Safety—particularly the Tacoma Fire Department. Based on observed needs, staff have determined that additional revenue sources will likely be needed to address the project list. The City believes the problem is significant enough to warrant levy and/or bonding actions, which may require voter approval.

The City's issue of deferred repair and replacement is particularly acute in General Government Facilities, which includes the Tacoma Fire Department, Public Works Department, Tacoma Neighborhood and Community Services, Tacoma Police Department (whose facilities were the most recently improved), MetroParks Tacoma managed properties, the Municipal Complex, Tacoma Public Libraries, and Tacoma Venues and Events.

Staff presented on the City's facilities assessment in 2019 and again to Council Committee in 2021. At these presentations, Staff highlighted general government and library facilities (50 general government facilities with an average age of 56 years; 8 library facilities with an average age of 65 years) and showed that the problem has grown beyond repairing buildings or building systems. Rather, many facilities in the City's portfolio require replacement to meet service level and organizational needs.

For additional background information, please follow the links below which show staff presentations to the City Council on this issue in 2019 and 2021:

- Study Session February 12, 2019 (Item 3)
- Study Session July 2, 2019 (Item 2)
- Study Session July 23, 2019 (Item 2)
- Study Session August 27, 2019 (Item 1)
- Study Session September 17, 2019 (Item 1)
- Government Performance and Finance Committee Presentation August 17, 2021 (Item 4)

To learn more about the City of Tacoma, visit www.cityoftacoma.org.

2. DESIRED QUALIFICATIONS

Vendors need to demonstrate experience working with municipalities and public agencies for elections, including levy and general obligation bond issues, community outreach, involvement in successful elections in the past, or other applicable experience related to the scope of work (including prioritization of capital investments).

3. SUMMARY OF SCOPE OF WORK – SERVICES AND DELIVERABLES

This project has several facets, each of which the successful Respondent will address. First, the City is looking for assistance in developing an approach to prioritize investments in deferred repair and replacement projects at its general government facilities. The consultant should assist City staff in developing a project list and associated prioritization criteria. Staff will provide the consultant with information and data managed by the City and related to facilities and projects (condition, estimated costs, maintenance needs, existing plans or analysis, service needs, Equity Index, existing capital project prioritization criteria and Planning Commission criteria, etc.). The successful respondent will address their approach to the creation and prioritization of a project list. As part of this work, the City will need to consider operational costs related to maintaining facilities and service delivery over time. Additional recommendations on this aspect will be an asset.

Second, the City anticipates the formation of internal and external stakeholder groups to achieve the goal of this project. The consultant is expected to undertake the work to form these groups and help manage them with the assistance of City staff. The outreach process should include (but may not be limited to): educating the public on the problem, developing a prioritization process with internal and external stakeholders, and informing voters and community members, and presentations to City Council, stakeholder groups, governing boards, City staff, and others on recommended steps and proposal. City staff will assist throughout the outreach process. Further recommendations from the consultant on the outreach approach are welcome.

Third, facility and operational needs exceed the available funding. The Consultant should therefore recommend funding approaches that are both appropriate and realistic to address the need. The City and successful consultant will collaborate to determine prioritizing the needs based on the two criteria mentioned above (prioritization and public outreach) and use them to inform the proper size, scope, and mechanism to raise revenue.

Ultimately, the consultant will be expected to develop a work plan and facilitate a process with staff, stakeholders, and the community which will result in prioritization criteria, list of projects, and revenue approach (such as issuing bond(s), levy lid lift, or other sources of funding) for capital investments.

3.1 Major work activities include:

- 3.1.1 Review and analyze the City's Capital Facilities Plan, Facilities Condition Assessment, Community Survey, Library Services Study, Fire Facilities studies, and other existing documentation of capital needs.
- 3.1.2 Work with staff to identify project list, cost and other needed information to build out materials and briefings to the City Council, stakeholder groups, governing boards, City staff, and the public:
 - 3.1.2.1 Identify technical information needed from list of projects within existing plans and studies;
 - 3.1.2.2 Identify and prioritize missing information to build out informational briefings;
 - 3.1.2.3 Assist staff in developing the approach to sharing information on the current state and project needs;
 - 3.1.2.4 Develop prioritization criteria or revise existing criteria for this project.
- 3.1.3 Facilitate discussions with the stakeholder groups, governing boards, and City Council related to:
 - 3.1.3.1 Identify potential projects
 - 3.1.3.2 Recommend election timing
 - 3.1.3.3 Identify and prioritize projects
 - 3.1.3.4 Develop recommendations to City Council.
- 3.1.4 Engage in public dialogues and educational outreach, with the assistance of City staff, related to the potential projects and solicit feedback from the community.
- 3.1.5 Provide opportunities for public input and engaging project stakeholders.
- 3.1.6 Assist in presenting the recommended project list and ballot issues to the City Council, stakeholder groups, governing boards, and others, including drafting language and presentations.
- 3.1.7 Assist City staff with communication related to the election process and project lists – this may include a website, direct mailings, social media, etc.
- 3.1.8 Use City data, including facility data, outreach data, and the City's [Equity Index](#) in its analysis and recommendations.
- 3.1.9 Provide any documents and presentations for the necessary consultations as indicated in the scope of work to include meetings with the stakeholder groups, governing boards, City staff, and public for engagement, and the City Council. Meetings shall include a combination of in-person and virtual meetings using either the City's virtual platforms or the Proposer's.
- 3.1.10 Perform their work in such a manner as to comply with a mutually agreed schedule.
- 3.1.11 Provide, with the assistance of City staff, the necessary reports and presentations to support the deliberations of the stakeholder groups, governing boards, and the City Council. The reports shall become the property of the City of Tacoma.

- 3.2** The City currently anticipates the following deliverables:
- 3.2.1 Recommendations on ballot measure for bonding capacity
 - 3.2.1.1 Informed/recommended by stakeholders and community
 - 3.2.1.2 Potential bonding/revenue size and scope
 - 3.2.1.3 Timing of bond/revenue measure
 - 3.2.1.4 Size of bond/revenue measure
 - 3.2.2 Recommendations on facilities and improvements to include in bond package
 - 3.2.3 Educational outreach program for different audiences
 - 3.2.3.1 Public
 - 3.2.3.2 City Council
 - 3.2.3.3 City staff
 - 3.2.3.4 Governing boards
 - 3.2.3.5 Other audiences, as required
 - 3.2.4 Presentations, as necessary, to various groups on the status of the project, recommendations, or other topics
 - 3.2.5 Other documents, reports, presentations, and/or other materials necessitated by the project, as the organization and Proposer shall mutually agree
- 3.3** Below are short descriptions for some of the City's facility needs for the Tacoma Fire Department, Public Works Department, and Tacoma Public Library. These departments represent some of the most acute needs, but the successful consultant may consider needs across the organization. Additional information on other facility needs are included in the [City's Capital Facilities Program](#).
- 3.3.1 Tacoma Fire Department:** The Tacoma Fire Department provides fire protection, rescue, and emergency medical services (EMS) to approximately 230,000 residents of a 72.1 square mile service area, including Tacoma, Fife, Fircrest, unincorporated Pierce County Fire District 10, and Commencement Bay. The Department operates 17 fire stations, fire headquarters, a Marine Security Operations Center which is intended to house two fireboats, an emergency communications and dispatch center, training center, vehicle maintenance shop, electrical maintenance shop, and fire prevention division. Two fire stations located in Fife and Fircrest—owned by Pierce County Fire District No. 10 and the City of Fircrest, respectively—house fire protection and emergency medical services resources through service agreements with those jurisdictions. The department's facilities vary in age, structure type, condition, and size; the oldest is from 1907 and the newest was completed in 2021. The average age of the Fire facility portfolio is 66 years. Most of the facilities need seismic enhancements, are inefficient or obsolete, and lack the capacity for growth to meet the requirements of a modern public safety facility.

- 3.3.2 **Public Works Department:** The Public Works Department occupies many facilities that provide many different types of services to the public. The facilities that will likely be the focus of this effort are the Street Operations campus, the Traffic Signal/Streetlight Shop and structures at the department's Asphalt Plant. The primary campus houses the Street Operations Division of Public Works and consists of multiple structures, most notably 'The Barn.' Constructed circa 1910, this building serves as the home for the office and field crews of the Street Operations Division and was constructed when the Division primarily used horse-drawn equipment. These facilities are grossly inadequate for the Division's operations and would ideally be consolidated in a campus-type environment. Public Works Facilities also oversees many other general government facilities, many of which are at or beyond their expected useful life.
- 3.3.3 **Tacoma Public Library:** Tacoma Public Library (TPL) provides library services to those who live, work, or own properties or businesses in Tacoma. King and Pierce County residents are also eligible for services through reciprocal borrowing agreements. In-person Library services are primarily provided in the eight branch libraries. TPL also offers a wide range of digital/online services available 24 hours/day. The Main Library is located at 1102 Tacoma Avenue and the other seven branches are distributed in neighborhoods throughout the city. All Tacoma libraries are open five days a week. Library facilities range in age, structure type, condition, and size; the oldest was completed in 1903. The other seven buildings were last remodeled in the late 1980's. It is likely that all the facilities need seismic enhancements; all are inefficient or obsolete, lack the capacity for growth as well as the flexibility to meet requirements for modern public library services

4. CONTRACT TERM

The contract will be valid for a three-year period with the option to renew the contract two additional one-year terms. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

Anticipated preliminary recommendations are planned by December 31, 2022; however the City may require services beyond 2022, depending on the recommendation of timing for ballot issuance.

5. 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 City Manager approval.

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

Publish and issue RFP:	2/4/2022
Pre-bid Conference Call – 11am	2/11/2022
Pre-Submittal Questions:	2/15/2022
Response to Questions – on or about:	2/18/2022
Submittal Due Date:	3/1/2022
Submittal Evaluated – on or about:	3/8/2022
Interviews/presentations – on or about:	3/15/2022
Award Recommendation – on or about:	3/18/2022

6. INQUIRIES

- 6.1** Questions should be submitted to Erica Pierce via email to epierce@cityoftacoma.org.
Subject line to read:

FI22-0011F – FACILITIES LEVY AND OUTREACH CONSULTATION SERVICES –
VENDOR NAME

- 6.2** Questions marked confidential will not be answered or included.
- 6.3** The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 6.4** The answers are not typically considered an addendum.
- 6.5** The City will not be responsible for unsuccessful submittal of questions.
- 6.6** Written answers to questions will be posted alongside the solicitation documents on TacomaPurchasing.org.

7. PRE-PROPOSAL MEETING

- 7.1** A pre-proposal meeting will be held Friday, February 11th at 11am as specified in the calendar of events, via Zoom.

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83968691570>

Or by telephone : 1-253-215-8782

Webinar ID: 839 6869 1570

8. 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 to any subsequent requirements of the contract negotiation process.

9. 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.

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

Criteria	Max Points
Qualifications/Experience of Firm	10
Project Approach	15
Examples of Projects	10
Reporting Capabilities	5
Client References	10
Fees and Charges / Method of Billing / Hourly Rates	20
Qualifications / Experience of Key Personnel	20
Sustainability	5
Equity in Contracting	5
Total	100

- 9.1** The SAC may select one or more respondent(s) to provide the services required. The SAC may reject all bids.
- 9.2** 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.
- 9.3** A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

10. INTERVIEWS / ORAL PRESENTATIONS

An invitation to interview may be extended to Respondents based on SAC review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications provided during interviews.

The City reserves all rights to begin contract negotiations without conducting interviews.

Respondents must be available to interview within three business days' notice.

If interviews are conducted, the SAC will schedule the interviews with the contact person provided in the SOQs. Additional interview information will be provided at the time of invitation.

At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

Following interviews, submittals will be rescored using the same criteria as in Section 12 below.

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.

Proposals should be formatted as 8 ½" x 11". A "page" is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75" or greater. Submittals should be limited to a maximum of 15 pages, double-sided, or 30 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

A full and complete response to each of the "CONTENT TO BE SUBMITTED" items is expected in a single location; do not cross reference to another section in your submittal.

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure: Proprietary or Confidential Information.

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, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the respondent's/team'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 firm's submittal or request additional information that might be required to properly evaluate the submittal. A firm's failure to respond to such a request may result in rejection of the firm's submittal. Firms 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 Proposer's responsibility to submit a submittal that is current, clear, complete and accurate.

12.1 Qualifications/Experience of Firm – 10 points

Describe your company's ability, experience, and background working with municipalities and public agencies on levy and general obligation bond issues, community outreach, involvement in successful elections in the past, prioritization of investments, or other applicable experience related to the scope of work. In particular, describe your firm's ability to comprehend and explain complex issues related to policy, technical issues, and tradeoffs to the City Council, stakeholder groups, governing boards, City staff, and the public.

12.2 Project Approach – 15 points

- Provide your firm's approach to providing the requested services, including a draft high-level:
 - Work plan, to include a proposed high-level calendar
 - Approach to developing and identifying stakeholder groups and community engagement
 - Timing and facilitation of conversations with stakeholders and City Council
 - Communication and outreach to the community and voters
 - Data needs, including polling data, facilities assessments, and cost estimates
- Describe your company's knowledge of and previous work on community outreach. Please focus on:
 - Demonstrating your ability to communicate with those communities both in-person and virtually, when in-person events are not possible.
 - Demonstrating your experience providing strategies related to engaging residents who do not regularly work with the City of Tacoma.
 - Sharing examples of projects/experience in which you worked with communities of color and immigrant and refugee communities and include how you assessed the equity of your engagement approaches. This experience is preferred.
 - Describing your company's knowledge of and previous work with the Tacoma community. This experience and knowledge is preferred.

12.3 Examples of Projects – 10 points

Describe three projects similar in scope and complexity to this project's scope of work that your firm, and the key personnel, have been involved with, including their level of involvement.

12.4 Reporting Capabilities – 5 points

Describe reporting capabilities, including preferred formats (PowerPoint, Word, PDF, etc.).

12.5 Client References – 10 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 three (3) years. Provide complete information such as name of company, contact person, address, phone number, and email address.

12.6 Fees and Charges / Method of Billing / Hourly Rates – 20 points

Provide the method of billing and hourly rates, including all charges for service in addition to personnel. Include an estimate of the number of hours for the scope of work.

12.7 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 agreement. Include a brief bio or resume outlining the experience of the key personnel that will be involved.

12.8 Sustainability – 5 points

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

12.9 Equity in Contracting – 5 points

Is your firm, or the firm you are partnering with, certified with the Washington State Office of Minority & Women's Business Enterprises? Being certified in any of the categories will award all points. Please advise the EXACT business name that is registered – preferably, include a screenshot or printout from the website, but it is not required.

12.10 Contract Exceptions – 0 points

Do you take exceptions to any of the City of Tacoma's Standard Terms and Conditions? See Section 16.

13. ACCEPTANCE / REJECTION OF SUBMITTALS

Respondents are advised that the City reserves the right to cancel award of this Contract at any time before execution of the Contract by both parties if cancellation is deemed to be in the City's best interest. In submitting a Submittal, Respondents agree that the City is not liable for any costs or damages for the cancellation of an award.

The City reserves the right and holds at its discretion the following rights and options:

- To waive any or all informalities
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

14. ACCEPTANCE OF SUBMITTAL CONTENTS

The Submittal contents of the successful Respondent will become contractual obligations if a contract ensues.

15. CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute a contract with the City. As part of the negotiation process, Respondents may propose amendments to the contract, but the City, at its sole option, will decide whether to open discussion on each proposed amendment and determine the final contract to be used. At a minimum, any contract will incorporate the terms and conditions contained herein.

16. STANDARD TERMS AND CONDITIONS

City of Tacoma Standard Terms and Conditions apply. See <https://cms.cityoftacoma.org/purchasing/StandardTermsandConditions.pdf> for more information.

17. INSURANCE REQUIREMENTS

Successful proposer will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements document applicable to the services, products, and deliverables provided under the RFP. The City of Tacoma Insurance Requirements document is fully incorporated into the RFP by reference. See Appendix A.

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 firms 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. All 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.

21. AWARD

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division.

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin, and if a contract is successfully negotiated, it will, if required, be submitted for final approval by the City Manager or their delegates.

The City anticipates awarding one contract. However, the City reserves the right to award one contract for some or all the requirements proposed or award multiple contracts for various portions of the requirements.

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, repair and replacements 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.

Information that is confidential or proprietary must be clearly marked. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release.

25. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be issued. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

Appendix A

Signature Page

City of Tacoma Insurance Requirements

SIGNATURE PAGE

CITY OF TACOMA FINANCE/OFFICE OF MANAGEMENT & BUDGET

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for 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. FI22-0011F BOND AND LEVY CONSULTING SERVICES

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

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.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



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INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



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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.

4.3 Workers' Compensation

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



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domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 Employers' Liability Insurance

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

4.5 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage. If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.6 Media Liability Insurance

Contractor shall maintain Media Liability coverage with limits not less than One Million Dollars (\$1,000,000) each claim and One Million Dollars (\$1,000,000) aggregate. Coverage shall include but not be limited to defamation, disparagement, libel, slander, invasion of privacy, infringement of title, slogan, trademark, trade name, trade dress, service mark or service name, infringement of copyright and plagiarism.

4.7 Other Insurance

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