



City of Tacoma, WA

PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSAL

**PARKING MANAGEMENT SERVICES FOR THE CITY OF TACOMA'S
PARKING SYSTEM**

SPECIFICATION NO. PW21-0041F

CITY OF TACOMA
Public Works Department
Parking Management Services for the City of Tacoma's Parking
System
Specification No. PW21-0041F

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City of Tacoma
Public Works Department

REQUEST FOR PROPOSALS PW21-0041F
Parking Management Services for the City of Tacoma's Parking System

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 6, 2021

Submittal Delivery: Sealed submittals will be received as follows:

By Carrier:

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

In Person:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities Administration Building North
Guard House (east side of main building)
3628 S 35th Street
Tacoma, WA 98409

By Mail:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
PO Box 11007
Tacoma, WA 98411-0007

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 held at 9:30 A.M. Pacific Time on March 4, 2021 via Zoom. Please click the link below to join the webinar:

Please click the link below to join the webinar:
<https://us02web.zoom.us/j/85774054907>

Or iPhone one-tap :

US: +12532158782,,85774054907# or +16699006833,,85774054907#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 857 7405 4907

International numbers available: <https://us02web.zoom.us/j/85774054907>

Project Scope: The City of Tacoma (City), Department of Public Works, Engineering Division is seeking proposals from qualified parking operators and management companies to establish a partnership with the City and provide services identified in this RFP for the City's parking system

Estimate: \$3,000,000 for in initial (2) two-year term, with the option to renew for three (3) additional (1) one-year terms, for an estimated project total of \$9,000,000

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, or by calling her collect at 253-591-5785.

Federal 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 Samol Hefley, Senior Buyer by email to shefley@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.

PROPOSAL SUBMITTAL CHECK LIST

This checklist is provided for convenience only and identifies the documents that must be submitted with each proposal. Any proposal received without these documents may be deemed non-responsive and not be considered for award.

One original, six copies and one electronic copy in .pdf of your proposal must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposal sheet.

The following information makes up your submittal package.	
Cover Letter	
Information from Section III, Q, "Proposal Content To Be Submitted"	
Signature Page	
After award, the following documents will be executed:	
Contract	
Performance Bond	
Certificate of Insurance	

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

1.01 SUPPLIER / CONTRACTOR

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

1.02 SUBMITTAL

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

1.03 FORMS OF SUBMITTAL

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

1.04 COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

1.05 LICENSES/PERMITS

- A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records 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 Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, 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 Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.07 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means 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, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
 - 1. Pollutant releases
 - 2. Toxicity of materials used
 - 3. Waste generation
 - 4. Greenhouse gas emissions, including transportation of materials and services
 - 5. Recycle content
 - 6. Energy consumption
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

1.08 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
 - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
 - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

- A. Suppliers warrant that all items, including services, as applicable:
 - 1. Are merchantable.
 - 2. Comply with the City's latest drawings and specifications.
 - 3. Are fit for the City's intended use.
 - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
 - 5. Are new and unused unless otherwise stated.
 - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
 - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.13 SUBMITTAL IS NON-COLLUSIVE

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

1.14 PARTNERSHIPS

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

1.15 WITHDRAWAL OF SUBMITTALS

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 ACCEPTANCE OF SUBMITTALS

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

1.18 RESERVED RIGHTS

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
 - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
 - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
 - 3. To issue addenda for any purpose including:
 - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
 - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
 - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
 - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a 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 providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.
1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
 - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
 - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
 - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
 - d. Time of delivery and/or completion of performance (delivery date(s) offered).
 - e. Warranty terms.
 - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
 - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
 - h. Sufficiency of financial resources.
 - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
 - j. Ability to provide future maintenance and service on a timely basis.
 - k. Location of nearest factory authorized warranty repair facility or parts dealership.
 - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
 2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
 - a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.
 3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

1.21 CONTRACT OBLIGATION

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

1.22 AWARD

The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

Any Supplier who refuses to enter into a Contract after it has been awarded to the Supplier will be in breach of the agreement to enter the Contract, and Supplier's certified or cashier's check or bid bond, if any, shall be forfeited.

1.24 LEGAL HOLIDAYS

A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

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

B. When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

1.27 TERMINATION AND SUSPENSION

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
2. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Supplier's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.

D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION

Supplier agrees to diligently and completely perform the services and provide the deliverables required by a Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. 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 other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

1.30 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
 - 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
 - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment.

1.32 COPELAND ANTI-KICKBACK ACT

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

1.33 FEDERAL AID PROJECTS

The City of Tacoma, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

1.34 FEDERAL FINANCIAL ASSISTANCE

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

- A. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
 2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
 3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
 4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.

2. If applicable, Contractor must sign and submit to the City the following certification:

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

1.35 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.
- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.36 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

- A. Unless an item is indicated as "no substitute," special brands, when named, are intended to describe the standard of quality, performance, or use desired. Equal items will be considered by the City, provided that Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

1.37 RISK OF LOSS, SHIPPING AND DELIVERY

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

1.38 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.39 PACKING SLIPS AND INVOICES

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
 - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
 - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.
 - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.

- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.
- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.40 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

1.41 TAXES

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
 - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
 - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
 - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier 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.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

1.42 COMPENSATION

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

1.43 PAYMENT TERMS

- A. 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 Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.
- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

1.44 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:
 - 1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
 - 2. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - 3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
 - 4. Check or other cash equivalent. Standard terms are net 30 for this payment method.
- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers 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.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.45 NOTICES

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.

1.46 INDEPENDENT CONTRACTOR STATUS

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.47 NONDISCRIMINATION

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

1.48 REPORTS, RIGHT TO AUDIT, PERSONNEL

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

1.49 INSURANCE

- A. During the course and performance of a Contract, Supplier will provide proof and 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, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. 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.

1.50 INDEMNIFICATION – HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.
- B. These indemnifications shall survive the termination of a Contract.

1.51 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 a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier 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 Contract subjecting the Contract to termination.

1.52 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier 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, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, 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 Supplier's creation of the work.
- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.53 DUTY OF CONFIDENTIALITY

Supplier 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 Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract. Supplier 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 a Contract.

1.54 DISPUTE RESOLUTION

In the event of a dispute pertaining to a 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.

1.55 GOVERNING LAW AND VENUE

- A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.
- B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

1.56 ASSIGNMENT

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

1.57 WAIVER

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

1.58 SEVERABILITY AND SURVIVAL

If any term, condition or provision herein or incorporated by reference 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 the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

1.59 NO CITY LIABILITY

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.60 SIGNATURES

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

SECTION III

A. GENERAL INFORMATION AND BACKGROUND

The City of Tacoma (City), Department of Public Works, Engineering Division is seeking proposals from qualified parking operators and management companies to establish a partnership with the City and provide services identified in this RFP for the City's parking system. This RFP seeks to determine the best partner to assist the City with the:

- a. Day to day management, maintenance, customer service support and revenue collection/accounting for the City's **off-street** parking facilities
- b. Day to day management, maintenance, customer service and revenue collection and audit controls for the City's **on-street** meter system.
- c. Administrative, customer service and revenue collection support for the City's **Residential Parking Program**
- d. Overall Parking System administrative and customer service activities, including revenue collection and fiscal management of the City's various parking revenue streams as well as support to address stakeholder and constituent concerns or issues for all facets of the City's parking system managed pursuant to this solicitation
- e. Coordination of parking matters with local businesses, community partners and other identified stakeholders
- f. Event parking planning and coordination in parking facilities that support this type of use
- g. Parking consulting and advisory services, including recommendations on rates, service enhancements, curb management strategies and implementation of municipal parking "best practices"

An efficient parking system is vital to the City's downtown economic development. Parking management helps to ensure that priority land uses are supported with an effective and efficient system of access for the priority users. For the downtown area, the priority users are client, customers, and visitors.

The City has operated parking in some form or fashion since the 1940's. Throughout the years the City's approach to parking management has changed dramatically as the City better understands parking's role in economic development. With the re-establishment of the downtown on-street paid parking system in 2010, the City finally realized its vision of a fully integrated Parking System to include on-street, off-street and enforcement competencies under one central management team solely focused on parking management according to a series of guiding principles:

Guiding Principles

The City strives to manage its parking system to facilitate, support and contribute to the following principles:

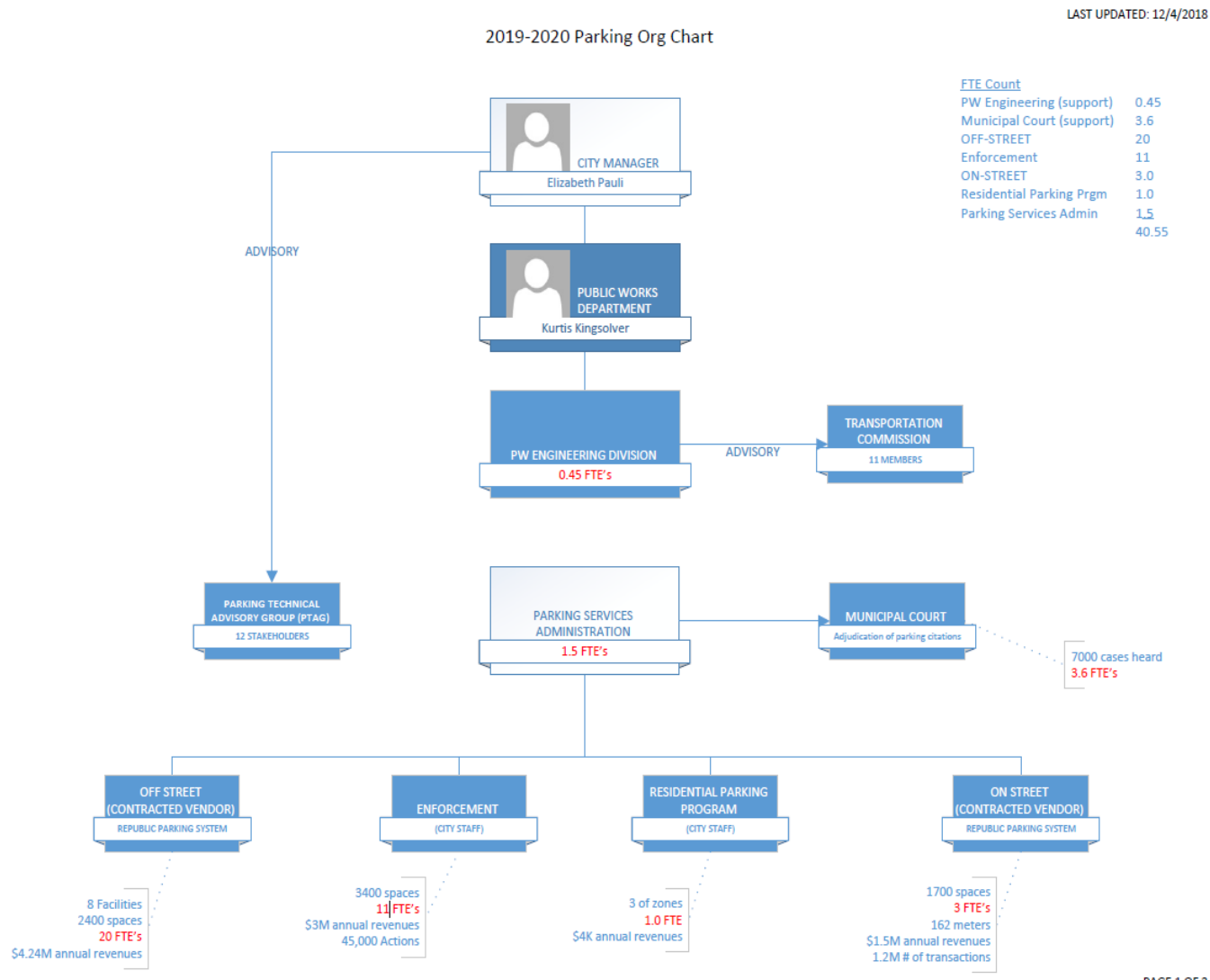
1. While numerous users need parking in downtown, the priority customer in the public supply is the customer/visitor who uses downtown to shop, dine and recreate. This parker represents a key component of downtown's existing and future growth and vitality and must be accommodated.
2. Make downtown accessible to all users through multiple travel modes.
3. Make downtown parking user-friendly – easy to access, easy to understand.
4. Assure that affected downtown stakeholders are involved in decisions about parking policy.
5. Make downtown parking more convenient and accessible for the priority user – the customer.
6. Provide a “parking product” in the downtown that is of the highest quality, and safe, to create a positive customer experience.
7. On-street parking should be recognized as a finite resource and managed to assure maximum access for the priority customer.
8. Manage the public parking supply using the 85% rule.
9. Encourage alternate travel modes (e.g. transit, bike, walk and ridesharing)
10. Integrate public on- and off-street parking to better serve the priority customer.
11. Manage public off-street parking strategically to serve short and long-term parkers while assuring the priority customer is not denied access.
12. Market public off-street parking as a uniquely identifiable system.
13. Position off-street parking as the most desirable option for short term parking.
14. Recognize the public parking system as a facet of economic development.
15. Manage the integrity of the parking system with an understanding of systemic and fiscal impacts.
16. Prioritize anti-racism in the evaluation of new policies and programs as well as the sustained and comprehensive transformation of existing services.

Since 2010 when the downtown on-street meter system was implemented, city staff works closely with the Parking Technical Advisory Group (PTAG) which is made up of volunteer citizens and business owners. Their role is to recommend changes and advise leadership and parking system staff.

Unlike many communities, all the money collected by the City of Tacoma parking system is dedicated to the parking enterprise fund for ongoing maintenance, operations and City parking system enhancements. No dollars paid to park in Tacoma go to the general fund for general City services. The Parking System is expected to balance its budget with revenues from its users.

In October 2016, the Parking System added day to day management of the retooled Residential Parking Program to round out the four aspects of the Parking System.

Below is an organizational chart for reference:



Currently the Parking System consists of four inter-related operations: on-street, off-street, enforcement and residential parking.

On-street metered parking

Tacoma's downtown core area has approximately 2,000 on-street time regulated parking spaces. The maximum time limits are 90 minutes, 2 hours and 5 hours, depending on meter location. All paid parking spaces are currently managed with Parkeon Strada machines. The management of this component of the System is outsourced to a third-party vendor. See Exhibit D for a map of downtown on-street meter locations.

Off-street structured parking

The Parking System currently operates six (6) garage facilities and two (2) surface parking lots representing approximately 2,600 spaces or nearly 34% of the parking supply in downtown Tacoma. All facilities within the City's off-street portfolio utilize Parkeon Strada machines to process parking transaction. Exhibit(s) B-C provides additional details for off-street facilities including a map of locations, inventory of stalls and rate profiles for each facility.

Enforcement

The City currently manages all on-street enforcement activity. The Parking Services currently employs nine (9) Parking Enforcement Officers (PEOs) and a Supervisor. The PEOs coverage area includes downtown and several outlying business districts. Parking Enforcement also supports city-wide Residential Parking Program enforcement as well as ADA compliance enforcement. The City's Parking Services has partnered with Gtechna for its current real-time parking enforcement system that utilizes both hand-held units (HHUs) as well as License Plate Recognition (LPR) to enhance enforcement practices.

Residential Parking Program

The City has ten (10) Residential Parking Zones containing approximately 600 on-street parking stalls that operate under a 2-hour or by permit system. These zones are located within residential zoned neighborhoods that border large parking generators such as hospitals, schools and business districts. Non-resident property owners and residents living along designated permitted streets are eligible to purchase permits for vehicle coverage. This program utilizes License Plate Recognition and digital license plate credentials through the City's vendor-Gtechna to monitor compliance with program parameters.

For more information on this program visit:

<https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=171619>

The City recognizes the importance of managing its parking inventory to the benefit of its businesses, residents and visitors, and for the on-going and future economic development of the City. Through this Request for Proposal (RFP), the City is soliciting proposals from qualified parking management firms to provide the Parking Management/Operator Services as described in this RFP to augment and enhance the City's parking system. The City's downtown features a significant office component as well as a number of visitor attractions including several museums, a convention center as well as a theatre district. The successful proposer shall be able to demonstrate a comprehensive and customer focused approach to the service offerings for the users of the parking system.

Under the direction of the City of Tacoma, the parking management company shall be responsible for the daily operation, customer service, security, maintenance of facility equipment, marketing, revenue collection and accounting, assistance with budget preparation, cleaning and maintenance, as well as periodic risk assessment(s) of parking operations identified in this RFP. The City may from time to time make changes to the scope as necessary to pursue the City's best interest.

Competitive proposers will be able to demonstrate their ability to represent the Parking System consistent with the City's status as a first-class city. The successful proposer should be able to demonstrate their ability to manage, operate, and administer the City's parking system as outlined in this RFP. The successful firm is also expected to provide expertise and project management services to assist in the implementation of large-scale deferred maintenance projects and parking initiatives.

It is the intent of this proposal to award a contract to a single firm for parking management services as specified herein.

B. MINIMUM REQUIREMENTS

The following are minimum qualifications the Proposer must meet in order for its proposal submittal to be eligible for evaluation. The City requires a minimum requirement response (Section Q - Section 2 - Firm Experience) as part of each proposal response, to clearly show compliance to these minimum qualifications.

Proposer must meet the following minimum requirements to be considered responsive. Failure to meet these minimum requirements will cause the Proposer to be rejected from further evaluation.

- a) Your firm must demonstrate a minimum of five (5) years experience in the management and operation of municipal/public parking operations
- b) The On-Site Manager directly related to the City's parking system must have at least five-years of experience in managing large scale complex parking systems of comparable size and scope to the City's.
- c) Awarded firm is required to establish and maintain a locally staffed business office in the downtown Tacoma area to respond to customer service issues and coordinate with the City of Tacoma during the entire term of the contract and any renewal period(s)
- d) Meet insurance requirements (See **SECTION 3, U - INSURANCE**)
- e) Meet Payment Card Industry Data Security Standards (PCI-DSS) (See SECTION V)

DESIRED REQUIREMENTS

Proposer will not be disqualified for missing any individual items.

- a) Equity Pledge Acknowledgement (Attachment A)
- b) Sustainability Pledge Acknowledgement (Attachment B)

C. PROPOSER INQUIRIES TO RFP

A pre-proposal conference is being held at 9:30 A.M. Pacific Time on March 4, 2021, 2021 via Zoom. Please click the link below to join the webinar:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85774054907>

Or iPhone one-tap :

US: +12532158782,,85774054907# or +16699006833,,85774054907#

Or Telephone:

Dial (for higher quality, dial a number based on your current location):

US: +1 253 215 8782 or +1 669 900 6833 or +1 346 248 7799 or +1 312 626 6799 or +1 929 205 6099 or +1 301 715 8592

Webinar ID: 857 7405 4907

International numbers available: <https://us02web.zoom.us/j/85774054907>

Questions and request for clarifications of the specifications may be submitted in writing by 3:00 p.m., PST, **March 11, 2021** to Samol Hefley, Senior Buyer, Purchasing Division, by email to shefley@cityoftacoma.org. No further questions will be accepted after this date and time. The City of Tacoma will not be responsible for any unsuccessful submittal of questions via email.

Written answers to all relevant questions submitted will be posted on the Purchasing website at www.TacomaPurchasing.org on or about **March 18, 2021**. The City reserves the discretion to group similar questions, to provide a single answer, not to respond when the information is confidential, and to not respond to any question. The answers are not typically considered an addendum.

D. CALENDAR OF EVENTS

The schedule of events concerning this RFP is as follows:

Publish and issue RFP	February 25, 2021
Pre-Proposal Conference	March 4, 2021
Pre-Proposal Questions	March 11, 2021
Response to Questions	March 18, 2021
Response Due Date	April 6, 2021
Proposals evaluated	April 2021
Short List Interviews (optional)	April 2021
Award recommendation	May 2021

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

E. CONTRACT TERM

The initial term of the contract will be for a two-year period from date of award. Upon mutual consent of both parties, the contract may be extended for up to three (3) additional one-year periods. A contract extension will be based on the same terms and conditions as established in the original contract. The City of Tacoma reserves the right to cancel the contract for any reason, by written notice, within sixty (60) days.

F. RFP SUBMITTALS

All proposers must submit one (1) original, six (6) copies and one electronic copy in .pdf. All copies must be clearly marked on the covers as either **Original** or **Copy**.

G. RFP REVISIONS

In the event it becomes necessary to revise any part of the RFP, an addenda will be issued to all registered plan holders, as well as, posting the notice on the Purchasing website that an addenda has been issued.

H. RESPONSIVENESS

Proposals must provide ninety (90) days for acceptance by City of Tacoma from the due date for receipt of proposals.

All proposals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP.

The Proposer is specifically notified that failure to comply with any part of the RFP, including but not limited to failure to submit the requested information, may result in rejection of the proposal as non-responsive.

The City reserves the right, in its sole discretion, to waive irregularities deemed by the City to be immaterial.

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

I. ACCEPTANCE/ REJECTION OF PROPOSALS

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

- To waive any or all informalities
- To issue subsequent requests
- To not award a contract

J. PROPOSAL FORMAT AND PRESENTATION

Organization of the proposal submittal shall follow the sequence of required contents below in Section Q so that essential information can be located easily during evaluation. Firms are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible. Any erasures, changes or strikeovers must be initialed by the proposer's signatory.

- One (1) original, six (6) copies and one (1) electronic copy in .pdf format of your submittal.
- Direct responses to RFP questions in Section Q is expected to be limited to 60 pages or less.
- Information that is confidential must be marked clearly.
- Proposal shall include all items listed in Section 3, Q "Proposal Content to be submitted."

K. COSTS TO PREPARE PROPOSAL

The City of Tacoma is not liable for any costs incurred by the Proposer for the preparation of materials or a proposal submitted in response to this RFP, for conducting any presentations to the City, or any other activities related to responding to this RFP.

L. PROPOSAL CLARIFICATION

Any Proposer may be notified to clarify their proposal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, the Proposer must be able to provide a clarification response within 24 hours of notice.

M. ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal submitted by the successful Proposer will become a contractual obligation if a contract ensues.

N. CONTRACT OBLIGATION

In the event the City determines to award a Contract, the selected Proposer(s) will be expected to execute a contract with the CITY, which contract will consist of this RFP and the terms and conditions contained herein, Proposer's responsive proposal and any other form of contract negotiated between the parties. Proposers should identify in their responses any objections or exceptions to the the Terms and Conditions contained in this RFP. Failure to note such objections or exceptions will be deemed as acceptance of such terms and conditions for purposes of negotiating the final Contract. The City, at its option, will decide whether to open discussion on each proposed objection or exception identified.

A contract will be negotiated with the Proposer(s) selected to perform the services outlined in this proposal. The City will provide the initial draft Contract to initiate contract negotiations.

O. PROPOSAL INFORMATION

City of Tacoma will allow firms to partner in response to this RFP. However, a Prime (Lead) Firm must be established and the role of each Firm participating must be clearly defined in each section of their response to this RFP. The team responses to all sections shall be included in a single submission. The Prime Firm will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be done directly with the Prime Firm. All contract payments will be made directly to the Prime Firm. Any agreements between the Prime Firm and other companies will not be a part of the agreement with the City. The City of Tacoma reserves the right to select more than one Prime Firm.

P. COMMITMENT OF FIRM KEY PERSONNEL

The selected Firm agrees that key personnel identified as committed to this project during agreement negotiations will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable due to illness, family emergency, scheduled vacations, termination of employment, or for any other reason, the Firm shall provide suitable replacement personnel with at least the equivalent skill set and experience as compared with the initial personnel identified at the time of contract award subject to the approval of the City. Organizational or personnel changes are expected to be communicated to the City within 24 hours.

Q. PROPOSAL CONTENT TO BE SUBMITTED

Proposer responding to this RFP must provide complete and concise answers to any and all sections listed below. Direct responses to the questions should be limited to 60 pages or less. It is understood that your firm may want to include additional additional materials to provide additional context to your direct answers. Any additional reference materials must be separated and labeled Exhibit in your proposal. Added Exhibits will not count against the 60-page limit count.

When information is not available please respond with a N/A. All sections must be answered in the sequence listed. Please clearly identify the heading and question number in your responses.

Proposals that are incomplete or conditioned in any way which 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 proposal containing a substantial deviation from the requirements outlined in this RFP.

SECTION 1 – FIRM:

- 1.1.** State the name and business address of your Firm; include Tacoma office address if currently operating within the City of Tacoma.
- 1.2.** As a condition of this award the successful bidder shall establish and staff a local office in a shared office environment with the City's Parking Services team. The current office is located at 942 Pacific Avenue, Tacoma, WA 98402. Exhibit A shows the current floor plan of the office and minimum space requirements for this contract. Additional square footage is also identified if the bidder requires additional square footage. Current lease rates are \$19.15 per square foot and subject to annual CPI index increases. Please identify how much space your firm will need to lease pursuant to this contract. The cost of the lease should be considered as your firm's operating expense and not passed along to the City.
- 1.3.** What is the organizational structure of your company (corporation, partnership, or sole proprietorship)?
- 1.4.** If you are contemplating forming a team for this project, identify the firms, respective principals, their respective qualifications, and experience in projects of this nature.
- 1.5.** Provide a letter from a surety company, licensed to do business in the State of Washington, certifying that a Performance Bond will be issued on award of the contract.
- 1.6.** Proposer shall demonstrate it is financially able to fulfill requirements of this contract. Proposer shall provide an executive summary and sufficient documentation the following:
 - A. Sufficient capital or investments to finance implementation of operations under this contract including consideration for delayed payments due to contractual issues or other unforeseen circumstances.
 - B. Sufficient documentation may include, but is not limited to, audited financial statements certified by a Certified Public Accountant.
- 1.7.** The operating company on occasion may be asked to assist in, or finance in total, the costs of various upgrades to, or the purchase of, new equipment and improvements related to the efficient management of the City's parking system. The repayment of these costs may be reimbursed by the City in equal monthly installments for the initial contract period until the operating agreement between the City and the operator expires or is terminated, or as negotiated at the time of purchase. Please demonstrate your firm's ability to financially support large scale expenditures throughout the term of the agreement.

SECTION 2 – FIRM EXPERIENCE

- 2.1.** Describe how you meet all of the Minimum Requirements as previously stated in Section III, B - "Minimum Requirements"
The submittal should be sufficiently detailed to clearly show how the Proposer meets the minimum qualifications without requiring the evaluator to look at any other material. Those that are not clearly responsive to these minimum qualifications may be rejected by the City without further consideration.
- 2.2.** Describe in detail your firm's relevant experience operating and maintaining on-street meter operations, structured and surface parking facilities serving downtown business districts, mixed-use developments, transit stations and residential parking programs.
- 2.3.** Provide three references whose scope of work most closely compares to the services requested in this RFP who may be contacted about you and/or your firm's performance with regards to the qualifications and experience listed for the proposal. Include the names of the client, contact persons, mailing address, emails, and phone numbers.
- 2.4.** A list of revenue control systems that you are familiar with and have a working knowledge of, particularly the number of operations that have the same equipment as the City currently has. The City works with various vendors that operate systems that frequently need to be integrated to manage the City's Parking Enterprise. A current list of technology partners is identified in EXHIBIT G. Describe your ability to work within an environment of various platforms that ensure the back office environment allows for stronger reporting and collection and analysis of data.
- 2.5.** Describe your firm's experience with establishing and maintaining a Customer Service Center that handles calls from the general public in relations to on-street, off-street parking, enforcement and residential parking concerns.
- 2.6.** Describe your firm's efforts participating in volunteer advisory group, committees and stakeholders efforts and their influence on parking policies and operations.

SECTION 3 – PERSONNEL

Describe in detail your proposed management structure for the Parking Management Services outlined and specifically provide the following:

- 3.1.** A proposed organizational chart of the management and staffing for operations for the proposed services including names, experience. Include by position what percentage of each positions time would be devoted to this contract.

- 3.2.** Provide resume of manager and other key personnel who have been identified to manage the City's portfolio. The manager must have the experience and qualifications in overseeing multiple facets of municipal parking operations and experience in working in a diverse environment.
- 3.3.** A listing of anticipated staffing positions for all job categories of the parking system as described with current salary ranges established for each type of position.
- 3.4.** A description of the management policies and practices that your company would use in performing its obligations, including supervision, surveillance, and auditing.
- 3.5.** Describe the background check process for your company to ensure both new employees and current employees are qualified, competent and trustworthy to perform the services required under this contract.
- 3.6.** Share your firm's programs and efforts that demonstrate a commitment to ensure equal employment opportunities with an equity lens in your hiring and promotional processes.
- 3.7.** It is acknowledged that certain existing staff have developed invaluable insight on how the current system is managed. The City has a preference to retain existing employees that demonstrate value to the continuity of the operation and to assist in maintaining exceptional customer service standards. Please share your firm's experience and commitments to existing personnel as it relates to transitioning operations.
- 3.8.** Describe your employee development and support program for your employees including managers and supervisors. Show how your company ensures that they have a good understanding of their parking facilities/assets, customers, and company policies. Include a discussion of performance measures you use to help your employees meet company standards.
- 3.9.** Describe your employee benefit program, including but not limited to: medical insurance, life insurance, incentive or profit-sharing plan.

SECTION 4 - PROPOSED OPERATIONS:

Describe in detail your firm's plan for providing the Parking Management Services outlined in this RFP and your plan to transition the existing operations and implementation of services in order to provide the highest level of service to the City, its residents, businesses, patrons and visitors. The operations, transition and implementation plan should include a detailed description of the following:

4.1. Management of the Park Plaza North, Pacific Plaza and other off-street parking facilities. Key concepts to address specific to the off-street environment would include:

- a. How will your firm ensure that it has a sufficient number of trained employees to operate each parking facility location and that they are readily available?
- b. How does your firm handle special events, including adequate staffing, efficient fee collection, accepting validations, valet parking services, etc.?
- c. Describe your existing auditing programs that help to ensure proper accountability for parking revenues.
- d. Describe your backfill supervisory capabilities for times when the regular supervisor(s) is (are) absent.
- e. Describe your firm's proposed improvements at these locations, ex. enhance existing security, cleanliness, customer service, and support.
- f. Describe operational enhancements/programs that your firm has experience with to support the city's efforts to enhance the parking experience for its customers.

4.2. Describe how you propose to manage the maintenance, repair and coin collections of the on-street parking system. That discussion should include, but not be limited to, the following:

- a. What methods would you use to ensure the secure collection of coin revenue?
- b. Given the existing format of downtown pay stations, their number location and basic hours of operation, identify proposed staffing levels to the existing level of service experienced by the City.
- c. Describe how your firm will ensure that the assigned supervisor's and employees are trained and available in the maintenance/repair and coin collection for a pay station system.
- d. Describe your supervisor's and staff's abilities and experience with the daily operation and problem solving.
- e. Describe your ability to maintain continuity in operations with minimal disruption in the event that the regular supervisor or other key personnel are unavailable for extended periods of time.

- f. Describe how you would achieve maximum up time of the the pay station system (i.e., maintenance schedules/procedures, coin collection protocols, response times, etc.).
 - g. Describe your firm's proposed improvements to existing systems or programs
- 4.3. Provide the general public with dependable assistance to online accounts and program participation under the Residential Parking Program. Proposer's team will assist City administrative staff to provide public facing support during office hours. At a minimum the Proposer will provide phone support service to assist customers with account issues, program related questions, track reported issues with the permit portal system with full responsibilities to bill, collect and reconcile revenue streams associated with the program. Describe your approach to administering such a program and potential enhancements that your team can provide.
- 4.4. Provide an overview of your established practices on the collection of monies and accounting, including cash handling, applying financial controls, preparing and submitting reports to the City, addressing employee theft, a description of the internal audit program, and copy of the procedure handbook.
- 4.5. The City is currently subject to Level II Payment Card Industry Data Security Standards (PCI-DSS). As part of this requirement all vendors hired by the City must comply with all applicable PCI-DSS.
 - 4.5.1. Describe what experience your organization has with complying with the PCI-DSS.
 - 4.5.2. Describe services and products available to the City that involve the processing of credit card data.
 - 4.5.3. Provide a Payment Card Industry (PCI) Attestation of Compliance (AOC). If the organization currently does not certify through an AOCV, describe measures taken to protect both physical and digital Cardholder Data (CHD).
- 4.6. Describe your internal maintenance tracking program. Detail how you track maintenance work orders to ensure that identified deficiencies or issues are addressed in a timely fashion.
- 4.7. Describe your current accounts receivable program and your capabilities for handling a monthly pass program (both off and on-street) and reporting capabilities showing tracking number of accounts and a delinquency rate.

Demonstrate how you ensure accurate billing, minimal delinquencies, responsive customer service, accurate accounting, and effective control of access.

- 4.8. Describe your special event management capabilities and protocols. This should include your protocols and strategies for managing event traffic for Convention Centers and other event centric venues. Please include at a minimum:
 - 4.8.1.1. Surge staffing capabilities for large event;
 - 4.8.1.2. Field cash handling protocols;
- 4.8.2. Back end auditing processes to limit revenue leakage;
- 4.8.3. Traffic control strategies for the expeditious ingress/egress of event traffic.
- 4.9. Describe your ability to fully staff a field office that is open to the public and professionally represents both the City and your firm in service delivery to the general public and parking system stakeholders.
- 4.10. Training and customer service. Provide a description of your customer (public) relations policy and give an example of how it is being implemented in your operation(s).
- 4.11. What program(s) has your firm established to enhance customer experiences, encourage repeat usage of the system and assist in the retainage of existing tenants?
- 4.12. Describe your firm's abilities to track key metrics and performance indicators for parking system performance across all facets of the system. Examples of specific reports may be provided but should be included in the exhibits section of your firm's response.

SECTION 5 – VALUE ADDED SERVICES

Include a description of specific added value services, management strategies, and parking industry best practices that may be implemented in the City to reduce operational costs, enhance revenues, and improve parking services outlined, including:

- 5.1. Recommendations to maximize the utilization of existing resources, increase revenue, expand parking inventory, improve efficiency and reduce operating costs.
- 5.2. Identify the ability of your firm to support the City's current Five Star Program that provides ancillary services to our customers including complimentary jump starts, lock out services, gas delivery, towing services and flat tire assistance.

- 5.3. Describe your firm's expertise in leveraging available technologies (either through in-house resources or through strategic partnerships with technology vendors) that would enhance the City's parking operations and data collection efforts.
- 5.4. Describe your firm's experience and involvement in current curb management best practices that promotes multi modal maximized use of the right-of-way. The City is interested in understanding curb management best practices that reduce traffic congestion, enhance the quality of life of our residents and visitors, influences safe vehicle movement and parking behaviors, more equitably allocates and manages the finite curb space for a diversified user base (bike, pedestrians, scooters, deliveries, etc...) and promotes economic development by supporting the needs of street level merchants.
- 5.5. Provide a list of additional client services that will be made available to the City as part of your firm's product offering. This may include, but not limited to marketing and outreach program support, garage feasibility analysis, occupancy studies and analysis, parking layout and design expertise, or any other value add services that your firm provides that would benefit the City during the term of this contract.

SECTION 6 - FIRM PROPOSED FEES (Cost):

Please provide a listing of all your Firms' management fees using in format identified in Exhibit H. For access the excel workbook please visit this link:

https://www.cityoftacoma.org/UserFiles/Servers/Server_6/File/cms/Purchasing/FormalBids/PW21-0041F_RFP cost matrix.xlsx

Proposers are required to use the stipulated bid format to allow the City to better compare competing proposals. This form should show the summary of costs only. Each proposal should be prepared to provide additional supporting documentation on the various fees or costs identified in the response. As an additional tool, the City is providing an annual cost calculator by facility as an example of the types of expenses that are anticipated for the various properties. Proposers may choose to use this format or others for their calculations. The only form that is required for submittals is the summary sheet that identifies the following:

- **Proposed management fee.** This is the fee that your firm will assess for providing the services for each particular property. Due to an ongoing bond repayment obligations at the Convention Center and the On-street meter system, these facilities must be bid as a monthly flat management fee. All other facilities may be bid using either a flat management fee or a percentage revenue share model.

- **Presentation of annualized forecast costs.** The City is requiring annualized totals per facility for two different scenarios—cost focused and customer service focused. It is anticipated that these two scenarios may have significantly different price points. Therefore, bidders are required to provide pricing for both scenarios for all facilities.
 - Cost focused proposals should acknowledge the current revenue challenge that the City is experiencing with regards to the current economic situation brought on by the recent COVID-19 pandemic and as such should reflect the lowest cost bid that responsibly provides the services identified in this proposal.
 - Customer service focused proposals should identify your approach to a “best practices” management philosophy that would enhance the customer experience and position the City’s Parking System as a first-class model parking operation.
 - Costs for both options should include, but are not necessarily limited to the following:
 - Operator’s liability insurance.
 - Postage and freight.
 - Long distance phone calls.
 - Intra-company communication.
 - Recruiting expenses.
 - Employee training.
 - Uniforms.
 - Financial services.
 - Rental of all equipment.
 - Any and all administrative expenses
 - Computers, monitors, printers, accessories or other electronic devices except those provided by the City to operate the Parking Access and Revenue Control System.
 - Computer Software except that was provided with the Parking Access and Revenue Control System.
 - Accounts payable processing fees.
 - Accounts receivable processing fees.
 - Payroll processing fees.
 - Budgeted payroll wages and salaries by employee / staff as described in your organizational and staffing chart. Management and Executive level salaries must be limited to those individuals who are directly responsible for the portfolio being managed and should be allocated based on their respective prorated involvement in the management of the parking facilities.
 - Federal, state, and local payroll taxes required by law at the mandated rate, worker’s compensation insurance at the actual rate paid by the Operator
 - Office supplies and other consumables.
 - Tickets, coupons, permits, and other parking media
 - Cleaning and custodial supplies.

- Repair and maintenance of equipment not covered by warranties.
 - Any anticipated 3rd party agreements needed to provide the appropriate level of safety and services for the various facilities including elevator service contracts and other similar types of agreements.
- **An Incentive Option for Consideration by Vendors.** This option may be considered by the city only after the vendor meets requirement for the proposed fees structure above.
 - In order to incentivize the marketing and utilization of the City's parking assets and the efficient management of its parking system, in the Cost of Services proposal the Operator may present an incentive proposal.
 - This is not an obligation and provides the Operator with an opportunity to propose creative scenarios for consideration by the City.
 - Any incentive proposal will need to outline the revenue or operational cost savings sharing, between the Operator and the City, resulting from the Operator's improved and efficient management of the parking system. The incentive proposal may also identify additional services that the Operator would provide the City resulting in increased revenues or operational cost savings.

The monthly management fee will cover all administrative overhead costs and profit. It is the City's expectation that the Respondents shall fully burden their management fee with the following expenses. (Note that these expenses will not be passed along to the City).

- a. Salary or any portion of salary of any person employed, during the execution of the services in the Operator's main office or in any branch office of Operator outside the office that directly supports the day-to-day operations of the City's Parking System.
- b. Overhead or general corporate or partnership expenses of any kind.
- c. Interest on capital employed.

The approved operating company will be reimbursed/paid for direct operating costs and monthly management fee for each parking facility only after submission to the City of Tacoma on the same date each calendar month, of a proper invoice for payment in a format as required by the City of Tacoma accompanied by supporting documentation. A separate invoice will be required for each parking facility, and on-street operations.

SECTION 7 – EQUITY APPROACH

Please provide answers to the questions below in your proposal:

- 7.1. Is your firm a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprise?
- 7.2. Is your firm partnering with a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprise?

- 7.3. Has your firm in the last 2 years reviewed your services and physical parking locations for access requirements consistent with the American with Disabilities Act (ADA)?
- 7.4. Does your firm consult with five or more racially diverse organizations and partners to recruit a diverse employee base?
- 7.5. Does your firm build equity questions into your employee interview process?

SECTION 8 - SUSTAINABILITY:

- 8.1. Please describe your firm's strategy and commitment to prioritize transportation that minimizes emissions (both greenhouse and criteria pollutants).
- 8.2. Please provide specific examples that demonstrate your firm's strategies to encourage transportation electrification as a preferred choice and optimize utilization of Electric Vehicle Charging infrastructure.
- 8.3. Identify programs that your firm has developed or partnered with other agencies to encourage alternate travel modes (e.g. transit, bike, walk and ridesharing)
- 8.4. Please demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to a prescribed sustainability program and/or policies covering recycling measures; energy conservation plans; water conservation policies; or a green cleaning.

SECTION 9 - CONTRACTING:

Please describe any objections or exceptions to the Terms and Conditions contained in this RFP. (See Section 3, N – Contract Obligation).

SECTION 10 - REQUIRED FORMS:

Signature Page – A fully completed Signature Page shall be included with your proposal. The Signature Page is located in Appendix A.

R. SELECTION PROCESS AND EVALUATION CRITERIA

A City Selection Advisory Committee (SAC) will review and evaluate the accepted proposals. The committee may select one firm, several firms submitting a joint proposal or more than one firm under individual proposals. After the evaluation of written proposals, the SAC may invite the most qualified Firms for in-person interviews before final selection.

Proposals will be evaluated on the following criteria*:

- | | | |
|--------------|----------------------|------|
| • Section 1 | FIRM | (5) |
| • Section 2 | FIRM EXPERIENCE | (5) |
| • Section 3 | PERSONNEL | (20) |
| • Section 4 | PROPOSED OPERATIONS | (25) |
| • Section 5 | VALUE ADDED SERVICES | (15) |
| • Section 6 | PROPOSED FEES | (20) |
| • Section 7 | EQUITY APPROACH | (5) |
| • Section 8 | SUSTAINABILITY | (5) |
| • Section 9 | CONTRACTING | (0) |
| • Section 10 | REQUIRED FORMS | (0) |

*max points per section identified in parenthesis

S. INTERVIEWS

In-person interviews may or may not be conducted for this RFP. The City reserves the right to begin contract negotiations with a vendor based on the SAC's review and scoring of the written proposals received for this RFP. However, if a Proposer is selected to interview, they must be available within 72 hours of notice. The City reserves the right to adjust proposal scoring based on additional information and/or clarification provided during the interviews, if conducted. The SAC may determine scoring criteria for the interviews following evaluation of written submittals.

Once a finalist has been selected by the SAC, contract negotiations with that finalist will commence.

T. AWARDS

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

After a contract is successfully negotiated, it will, if required, be submitted for consideration of approval by the Public Utility Board and/or the Tacoma City Council.

U. INSURANCE

Successful proposer will provide proof and maintain the insurance coverage in the amount 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 documents is fully incorporated into the RFP by reference.

V. PAYMENT CARD INDUSTRY DATA SECURITY STANDARDS

The City of Tacoma is currently subject to Level II Payment Card Industry Data Security Standards (PCI-DSS). As part of this requirement all vendors hired by the City must also comply with all applicable PCI-DSS.

Please read the PCI Contract Language in Attachment C Proposers are advised that this language will be included in the final contract.

Vendors may be subject to various requirements under the City's PCI Yearly Assessment. The City may ask for documentation yearly and as needed to prove compliance to PCI-DSS from its vendors. Documents requested depend on the scope and applicability of the services provided. Examples of documents requested include but are not limited to: PCI-DSS Attestation of Compliance (AOC), Information Security Policies, Cardholder Data Flow charts, PCI-DSS Attestation of Compliance (AOC) of any subcontractors used, security scans on systems and applications in scope for PCI, PCI training completion certificates, a responsibility matrix and acknowledgement of which PCI Security Standards the vendor is responsible for, etc.

For more information on the PCI Security Standards see <https://www.pcisecuritystandards.org>

You are required to acknowledge that you understand the City's applicable PCI-DSS requirements and the potential for requests by the city for annual documentation for the services/products provided.

W. CONFIDENTIAL OR PROPRIETARY INFORMATION

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. See Section 1.06 of the Standard Terms and Conditions.

X. SURETY / PERFORMANCE BOND

A performance bond, including power of attorney, for this project is required in the amount of 25 percent of the contract award, excluding sales tax. The City's performance bond form must be used (see Appendix A).

- A. The City's performance bond form must be used (see Appendix A).
- B. The performance bond must be executed by a surety company licensed to do business in the state of Washington.
- C. The cost of a performance bond must be included in submittal prices. Bonds will not be paid as a separate line item.

Y. OPPORTUNITIES FOR INTERLOCAL AGREEMENTS

The proposer agrees to offer services at the offer prices, terms and conditions, to other eligible governmental agencies that have such agreements with the City. The City of Tacoma accepts no responsibility for the payment of the services by other governmental agencies. Should the Proposer require additional pricing for such purchases, the Proposer is to name such additional pricing upon Offer to the City.

Z. 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 lessor 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

SECTION IV

SCOPE OF WORK

The operating company shall provide ordinary and necessary maintenance appropriate for the multi-level parking garage facilities, along with the surface lots and pay stations identified in this scope of work, with suitable care for aesthetic, architectural, mechanical, electrical and other related aspects and elements in a manner consistent with the recommended maintenance and operations specified, taking into consideration those maintenance and treatment procedures specified by the applicable manufacturer or supplier.

Under City direction, the operating company will have responsibility for the overall daily operation of the identified City-owned and leased parking facilities, as well as, responsibility for the maintenance, repair and on-going satisfactory operation (including supplies and parts) of the City's on-street parking pay stations.

The operating company will develop the staffing plan, operating procedures, and other portions of the policies and procedures necessary to operate these parking assets in an efficient and cost-effective manner. A thorough working knowledge of the latest off-street parking technology and systems, including, but not limited to, validation programs, valet parking systems, and hotel parking management practices is considered essential.

Similarly, a thorough working knowledge of the Parkeon pay station, mobile application and back office systems (and/or similar pay station technology and equipment) within an on-street environment is considered essential as the daily functioning and operating integrity of the on-street system is critical to both revenue collection and customer satisfaction.

It is the responsibility of the Operator to manage and operate the City's parking system as outlined herein in accordance with the policies and procedures established by the City and in accordance with parking industry standards and best practices.

A. ADMINISTRATIVE Among the administrative responsibilities of the Operator are the following items:

1. Personnel Administration:

The Operator will provide staff to undertake the operation, maintenance, administration, customer service, and other services of the parking system as outlined herein. The Operator will be required to supply adequate staff, as reviewed by and agreed to by the City, to successfully perform the services as listed herein. The Operator will be responsible for the selection, bonding (where applicable) and training of all employees. The Operator shall assume primary liability for the acts, negligence and omissions of its employees.

- a. The Operator shall employ persons who are fully trained, competent, and qualified with the skills and experience necessary to provide the services
- b. The Operator will have access to an adequate labor pool within thirty (30) miles of the City.
- c. The Operator is required to do background checks and drug testing on all employees prior to employment and provide proof of such to the City as requested. Parking personnel will observe all written rules and regulations concerning their work assignments as provided by the Operator.
- d. The Operator will ensure that all parking personnel wear City approved uniforms and be properly groomed while on duty. Uniforms must be pre-approved by City before use on property.
- e. The Operator shall have an on-duty, full-time Manager who shall oversee the operation and employees of the Operator. The Manager must have the requisite experience and training and/or industry credentials to perform the essential components of this RFP. The Operator agrees that key personnel identified as committed to this project during agreement negotiations will, in fact, be the key personnel to perform during the life of this contract. Should key personnel become unavailable due to illness, family emergency, scheduled vacations, termination of employment, or for any other reason, the agency shall provide suitable replacement personnel with at least the equivalent skill set and experience as compared with the initial personnel identified at the time of contract award subject to the approval of the City. Organizational or personnel changes are expected to be communicated to the City within 24 hours.
- f. In alliance with City of Tacoma's Resolution 40622, the awarded firm will offer all of its local employee's basic equity training from a consultant or in affiliation with the City of Tacoma's equity offering as a foundation for customer service.

2. Payroll:

The Operator will assume all payroll responsibilities for Operator employees including the collection, payment and depositing of all applicable Federal, State and Local payroll taxes.

3. Purchasing:

The Operator shall be responsible for purchasing all materials necessary to carry out all operation functions. These include but are not limited to envelopes, uniforms, office equipment and supplies, spare parts for maintenance and repair of meters, and all other necessary equipment. The Operator will also be responsible for contracting with various 3rd party vendors for services that exceed

the Operators competencies. The Operator will be required to manage all aspects of the procurement of services including: development of a scope of work, solicitation for bids, negotiation of the resulting service contract for the specified work and manage the established relationship and project deliverables with the 3rd party vendor.

4. Revenue

The Operator will collect and deposit revenues from the parking system with an armored car service pursuant to procedures established by the City. Should any monies collected by the Operator be lost, stolen, unaccounted for or otherwise removed from the custody and control of the Operator prior to its deposit in the City's approved bank account, the Operator shall deposit a like sum of money in the City's bank account within ninety-six (96) hours of such loss, theft or removal. Should said loss, theft or removal be insured or otherwise secured by the Operator, any payments made to the City on account thereof shall, if appropriate, be reimbursed to the Operator. The Operator will be liable for all mismanagement of funds by its employees or agents.

5. Reporting

The Operator will ensure proper accountability and internal control of all monies collected and provide certain financial reports on a daily, weekly and monthly basis or as requested. The Operator will maintain accurate records reporting all operational disbursements. The Operator's on-site Manager shall compile, prepare and deliver each month to the City a summary monthly report of all operations. The monthly report shall include comprehensive data for each facility, the on-street meter system, the permit system and the additional parking services, and for the system as a whole. The report will be a key tool that the City and Operator will utilize to monitor the delivery of parking services. The City and Operator will meet on a monthly basis to review the report.

6. Billing

The Operator will submit a monthly reimbursement invoice for direct operating costs and monthly management fee for each parking facility by the 20th of the month following when the expenses were paid. The Operator will work with the City to establish an invoice format that satisfies the City's accounting and documentation standards. Separate expense and revenue summaries will be required for each cost center managed.

7. Security

The Operator will supply the City with a recommended security profile for each facility within the City's Parking System. The security plan should provide details and associated costs for adequate personnel presence to deter undesirable activities that may negatively impact parking operations. Implementation of the plan will be subject to available resources.

8. Complaints

The Operator shall respond to public complaints regarding parking management services within twenty-four (24) hours after receipt of the complaint. In the event a report is received alleging an employee of the Operator was discourteous, belligerent, profane, or in any way intimidating, the Operator will submit a written report to the City within seven (7) days of the date of the report, outlining the details of the incident and actions taken to address the incident.

9. Budget Preparation

The operating company shall submit a biennial direct operating cost budget for the on-street, off-street and residential parking programs. Allowed direct costs, shall be reviewed and approved bi-annually by the City's Parking Services Manager.

10. Customer Service front desk presence

The Operator will be responsible for staffing a front desk at 942 Pacific Avenue to provide front level phone and in-person customer service to customers of the City's parking system. At a minimum the hours of operation for the front desk will be Monday-Friday 8a-6p. Operator may expand the hours of operation for their own business needs.

B. OFF-STREET PARKING MANAGEMENT SERVICES

The Operator shall provide management services of all City on and off-street parking assets as outlined herein. From time to time the City may add or subtract parking locations outlined in this RFP. Over the past several years the City has invested significant resources for many upgrades in including new high efficiency lighting at a number of facilities, upgrading meters at all off-street facilities and stairwell enhancements at the Park Plaza North garage. Operator will be expected to provide project management services for similar larger scale projects throughout the term of the agreement.

The City owns the following parking facilities:

Park Plaza North (PPN). PPN is a multi-level, 492 space parking garage located at 923 Commerce Street that operates 24 hours a day, 7 days a week within the City's downtown theatre district. In addition to parking patrons of the theatre district, PPN provides parking resources for surrounding businesses and has a significant number of parking permit holders within the facility. The sky bridge on the 5th floor that connects to Broadway Street and busy bus terminal on Commerce St are a couple of unique features about that assist parkers and pedestrians. Permit parking is generally 24/7 with the ability for the Operator to utilize the unused spaces throughout the day for transient parking needs. Permit accounts are managed by the current operator. Other users of the garage (other than permit holders) pay for their parking by utilizing Parkeon/Flowbird multi-

space parking meters and mobile payment application. The Parkeon Strada BNA machines operate in a pay by license plate environment with manual enforcement patrols provided by the Operator throughout the day to ensure payment compliance. The parking management office space is located at PPN

Pacific Plaza Garage (PPS). The City's Pacific Plaza Garage is a public private development in which the City is a partner and operates a 471 space public parking facility. The facility is also home to 60,000 square feet of office space as well as two retail spaces that house a bank and a popular restaurant. The City presently issues approximately 150 permits to employees associated with the building. Transient parking is provided through a pay-by-license system using Parkeon multi-space parking meters and the Flowbird mobile application. The garage is open seven days a week, 24 hours per day and presently is not attended. Enforcement of permits and daily parking is provided by the current Operator. Currently there is a separate gated section of parking on P1 that is leased through a single tenant of the building that requires fob access.

Tacoma Parking Garage (TPG). The Tacoma Parking Garage is a 950 stall garage in which the City is a part owner through a condominium arrangement. In whole, the garage is the largest downtown parking structure. The City owns roughly 52% of the facility. The City's ownership portion includes 83 public parking stalls on the bottom floor of the facility as well as 416 parking stalls that are in a reserved section of the garage and are used exclusively for permit parking. The TPG is a standalone facility that serves the parking needs for the surrounding community that is primarily made up of office tenants and their customers/visitors. There are two separate sections that require card access, the lower reserved and upper reserved, but the first level is a public parking area. While bids are being accepted as part of this solicitation the ultimate decision for management of this facility will be determined by the Condominium Association.

Convention Center Parking Campus (CC). The City controls approximately 515 (This is 394 from Lots A, D, and E and 121 from P4 and P5) parking spaces spread throughout 4 parking structures at the Tacoma Convention Center. The parking facilities service a wide range of interests including Convention Center, neighboring businesses and 2 hotels that are within walking distance. Transient parking is managed using Parkeon multi-space meters with extensive validations through Operator provided digital validation platform. The Flowbird mobile application provides customers a convenient payment and validation method. In addition to transient transactions the City sells approximately 100 monthly permits for employees of neighboring businesses to park in Lot E, which does not allow transient transactions until after 10:00am on weekdays.

Museum of Glass Garage (MOG). The Museum of Glass garage has 178 spaces with 45 parking permits and 5 stalls being provided to the Museum for their particular use. The facility is open seven days a week, 24 hours per day and primarily serves the parking needs of guests of the Museum, but

does have a permit program for surrounding businesses and marina activities. The facility is not attended. Parking payments are collected via Parkeon multi-space meters and the Flowbird mobile application. Enforcement of the permits and meters is provided by the current Operator.

14th and A Street Lot (14th and A). A 35 stall surface lot that is currently reserved during the day from 5:00am to 5:00pm with public parking available after hours and on the weekends. The lot has a Parkeon multispace meter installed to collect transient revenues. The lot is open 24 hours a day, 7 days per week and is not attended. Parking is enforced through regular lot checks and issuance of parking tickets for non-credentialed use.

Municipal Lot (MUNI L). A 69 stall surface lot that accommodates a variety of users through monthly permits and daily parking. The lot has a Parkeon multispace meter installed to collect transient revenues. Transient customers can also pay for parking via the Flowbird mobile application. The lot is open 24 hours a day, 7 days per week and is not attended. There are 3 reserved 24/7 spaces. Parking is enforced through regular lot checks and issuance of parking tickets for non-credentialed use.

Municipal Garage (MUNI G). A 73 stalls parking garage that is adjacent to the City of Tacoma Municipal Building. This garage a controlled access facility with parking being dedicated exclusively to City employees and departmental fleet vehicles. All stalls within the garage are reserved with no public parking. Controlled access is credentialed the the Municipal Building's access control system

Site 8 Lot. A 46 stall unfinished gravel surface lot that accommodates a variety of users through monthly permits and daily parking. The lot currently only accepts payments through the Flowbird mobile application. The lot is open 24 hours a day, 7 days per week and is not attended. Parking is enforced through regular lot checks and issuance of parking tickets for non-credentialed use.

Site 12 Lot. A 110 stall surface lot that is adjacent to the Dock Building. The lot provides a parking resource for tenants and customers of the building as well as visitors to the waterfront. The Dock Building and associated restaurant have an arrangement for 35 reserved spaces within the lot. The lot has a Parkeon multispace meter installed to collect transient revenues. Transient customers can also pay for parking via the Flowbird mobile application. The lot is open 24 hours a day, 7 days per week and is not attended. Parking is enforced through regular lot checks and issuance of parking tickets for non-credentialed use.

George's Park Lot. Located underneath SR 509, the George's Park surface lot has 24 public parking spaces that provide visitors to the waterfront and park a convenient parking option. The lot does not offer montly parking permits and only provides for hourly and daily parking. The lot has a Parkeon multispace meter installed to collect transient revenues. Transient customers can also pay for parking via the Flowbird mobile application. The lot is open 24 hours a day, 7

days per week and is not attended. There are 4 stalls that are currently marked as 2 hours and are free on a first come first served basis. The remainder of the lot requires payment based on the posted rates. Parking is enforced through regular lot checks and issuance of parking tickets for non-credentialed use.

1. Services to be provided for off-street facilities

Management and operational services to be provided by the Operator for these off-street facilities include the following:

1. General Maintenance: provide general housekeeping and cleaning services based upon industry best practices including daily, weekly, monthly, and annual tasks acceptable by the City to include, but not be limited to, emptying of litter containers, removal of litter, cleaning of stairwells, sweeping of parking facilities, cleaning interior of elevator cabs, cleaning of signage, windows, parking equipment, and re-lamping of light fixtures. Removal of all graffiti at the parking facilities in a timely manner, in within two (2) working days.
2. Landscaping: provide landscaping services as directed by the City including cleaning and disposal of all cuttings, loose vegetation, and all other garbage and debris. Removing undesirable vegetation and treating areas of undesired growth including planting beds and cracks in pavements. Leaf removal during spring and fall as required.
3. Snow Removal: Monitor conditions as they develop and respond accordingly. Clear snow and ice from all portions of the facilities, including all entrances, driveways, curbs, curb cuts, steps, ramps, sidewalks, and revenue control equipmentso as to assure the continual availability of all parking spaces and pedestrian walkways and to avoid risk of injuries to persons or damage to property.
4. Repairs: Undertake preventive maintenance and or minor/routine repair and maintenance to the area in and around the parking facilities and equipment including minor / ordinary repairs to the Parkeon machines and all pay equipment (e.g., paper or coin jams). If meter poles are knocked down, operator is expected to correct or replace them. Note: If repairs can't be performed by the Operator, an outside service contractor procured by the Operator will be used to repair the equipment. Extraordinary repairs and the replacement of any equipment, restorations, and/or structural repairs to facilities is the responsibility of the City.
5. Maintenance Services Contracts: the Operator will engage and oversee 3rd party contractors as necessary to provide services as required and outlined herein.

6. Utilize a computerized maintenance tracking system that includes: work order tracking and facility assessment reports
7. Extraordinary, non-routine maintenance expenses and major repairs for the following will be paid by the City on an actual cash basis: structural repairs, elevators, escalators, fans, cameras, emergency intercoms, and revenue equipment not covered by service maintenance contracts. Nevertheless, it will be the responsibility of the Operator to monitor the equipment, ensure that it is maintained in good working condition. Capital, extraordinary, major repairs, or emergency expense items must be authorized by the City.
8. Keep all elevators in operating condition at all times. The operating company shall maintain a preventive maintenance and service agreement with an independent elevator maintenance contractor. Should a breakdown occur, it shall be repaired within 24 hours, unless the operating company has properly informed the City of Tacoma, of the need for additional time. The operating company shall ensure that all required inspections and tests are performed and permits and licenses issued.
9. Maintain all fire control equipment as required by applicable codes and ordinances, including the annual inspection recharge and/or replacement of fire extinguishers, fire hoses and boxes.
10. Utilities: The City will directly pay all utilities for the garages and surface lots, including water, electricity, and gas necessary to operate the facilities. It will be the Operator's responsibility to undertake appropriate measures to reduce utility consumption and make recommendations to improve the energy efficiency of parking facilities.
11. Revenue Collection: All revenues generated from the facilities must be deposited to the City's bank account pursuant to procedures established by the City.
 - a. The Operator will provide armored car service to pick up and deposit daily receipts properly bagged and totaled by the Operator.
 - b. The Operator will source all deposit bags and related materials for the Operator to prepare deposits.
12. Security: The operator will provide regular patrols through the facilities to deter undesirable activity at the facilities or that may negatively impact parking operations, provide customer service and a personnel presence to improve user comfort. These patrols may

be subject to modifications based on the security needs and concerns of individual parking facilities.

13. Special Events: If a special event is scheduled, the Operator may be required to provide additional staffing and make rate changes, as well as provide special event parking management and coordination. These events include, but are not limited to festivals, holiday events, weather emergencies, etc.

C. ON-STREET METER SYSTEM MANAGEMENT, ADMINISTRATION AND MAINTENANCE

The City presently has approximately 160 Parkeon on-street meters governing over 1800 downtown parking spaces. The successful bidder will be responsible for all aspects of the operation and management of the on-street parking meters and pay stations, including maintenance as outlined herein. The awarded Operator will be required to supply adequate staff, as agreed to by the City, to perform the services as listed herein.

1. Ensure that all meters and pay stations are required to function properly no less than 95% of the time.
2. Provide customer support and reconciliation of revenues associated with mobile payment applications.
3. Replace/repair any damaged meters and pay stations as required.
4. Maintain all operational meters, pedestals, meter poles, heads and all other meter accessories in good working condition. Good working condition is defined as repairing/replacing any defective meter within 24 hours of a report of failure.
5. Ensure poles and pedestals are clean and upright. All Operator employees will be required to immediately report any damaged, missing or malfunctioning meters or pay stations to the appropriate supervisor.
6. Implement and follow a regular preventive maintenance schedule for all parking meters and pay stations.
7. Maintain a log of all complaints regarding meters and pay stations. The log shall note date, meter / pay station number, location, problem and name of the person calling in the problem, the tag number of the car (if any), the date the Operator checked the meter, the nature of the problem, and the date it was corrected.
8. Keep the pay stations supplied with paper for receipts to ensure there is no down time.

9. Collect and account for all revenues from all pay equipment.
10. Reprogram parking meters, pay stations and other payment mechanisms (mobile pay applications) when rates or other changes are required by the City.
11. The Operator will be liable for any lost, stolen, unaccounted for or damaged equipment that is provided to the Operator as inventory by the City.
12. The City will be responsible and pay directly for any extraordinary, non-routine maintenance expenses and major repairs and or replacements of the pay stations and meters.
13. The City reserves the right to explore meter replacement options, including financial alternatives that may be in the best interest of the City. The Operator agrees to work with the City to find the best prices for parking equipment and lowest financing rate available.

D. RESIDENTIAL PARKING PROGRAM

The City-wide Residential Parking Program provides for prioritized parking in residential neighborhoods that experience parking pressures from large parking generators such as business districts, schools and hospitals. The current program consists of 10 zones spread out throughout the City controlling roughly 600 parking stalls. Currently, city staff manages the overall program and the vendor is expected to support the day-to-day activities including:

1. Provide customer support and reconciliation of revenues associated with the City's Residential Parking Program. Customer support includes assisting customers in changing credentials, processing renewals and cancellations and providing general troubleshooting guidance on account set up and maintenance.
2. Support through the term of this contract, the ability for customers to purchase permits on-line, by phone in person.
3. Establish and maintain a relationship with the City's chosen software provider, Gtechna to assist the City in maintaining functional integration with the City's existing enforcement system.

E. PARKING SYSTEM MARKETING

1. The Operator shall be responsible for the marketing, advertising and promotion of the parking facilities to the public or to any individual, group, association, corporation or other potential tenants.

2. All marketing efforts are subject to City approval and will be a coordinated effort between the Operator, the City and various stakeholder groups as necessary.
3. On a quarterly basis the Operator will meet with the City to assess the financial performance of the parking facilities and present marketing strategies and initiatives to enhance the financial performance of the parking facilities.

G. PARKING ADVISORY SERVICES

The Operator will assist and consult with the City as necessary to provide input, recommendations, and analysis specific to the City parking system and the potential modification of parking policies to meet the needs of businesses, visitors, and residents. The Operator will provide the following Parking Advisory Services:

1. Meet quarterly with the City to assess the well-being of the public parking system and to discuss options for improvement.
2. Be available to attend meetings if requested by the City. The operating company will be expected to document problems or opportunities for improvement, and make recommendations to the City's Parking Services Manager as to possible policy or operational changes.
3. The operating company will send representatives to attend other parking meetings deemed necessary by the City as they occur. The operating company may be asked to produce graphics, facilitate presentations, contribute expert perspectives and conduct research on a variety of parking related topics to different audiences including Advisory Groups and Commissions, City Council committees and community stakeholder groups. Scope of involvement will be varied depending on the organization and the subject discussed.
4. Operator will gather statistical or demographical data as requested by the City, as well as, consult with City staff when requested for any parking related endeavor. The operating company will make available, upon request by City, all financial documents, records, and correspondence.
5. Provide regularly occurring system statistical reporting a frequency determined by the City including monthly and annual financial reports as agreed to by the City
6. Change Operator procedures as necessary to conform to revisions in the City's ordinances, parking regulations, policies and initiatives.

7. Review City parking ordinances as necessary to ensure that they are achieving the desired outcome. At times the Operator will be asked to review proposed and pending legislation that may impact existing parking operations. Operator will be expected to research the specific legislation and offer recommendations that support the City's position on legislative changes.
8. On an annual basis, analyze the parking rates and provide recommendations for rate changes to the City. Analysis must consider the City's guiding principles and rate setting protocols.
9. The City's on-street system is ever evolving and the City may consider expanding the system in the future. In the event that the City is considering expanding its on-street meter system in the future the Operator will evaluate the areas of paid parking and provide recommendations for new paid parking opportunities.
10. The Operator will be expected to support the City's legislative and policy priorities. It is acknowledged that these priorities change from time to time and the Operator will be expected to support the general direction of any associated legislation or policy adoption so that there is minimal disruption to the Parking System.

APPENDIX A

Signature Page

City of Tacoma Insurance Requirements

Performance Bond

Services Contract

Equity in Contracting TMC

SIGNATURE PAGE

CITY OF TACOMA PUBLIC WORKS DEPARTMENT

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. PW21-0041F PARKING MANAGEMENT SERVICES FOR THE CITY OF TACOMA'S PARKING SYSTEM

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

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.)

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



CITY OF TACOMA 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.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 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:

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

4.2 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 and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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.

4.3 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 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 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

4.7 Employee Theft Insurance

Contractor shall maintain Employee Theft or Employee Dishonesty Insurance policy with a limit not less than One Million Dollars (\$1,000,000) per occurrence. Such policy shall include the City of Tacoma as Loss Payee.

4.8 Cyber/Privacy and Security Insurance

Contractor shall maintain Cyber Privacy and Security Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required law or Contract. Coverage shall include notifications and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall also



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

4.9 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

4.10 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.



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

That we, the undersigned,

as principal, and

as a surety, are jointly and severally held and firmly bound to the CITY OF TACOMA, in the penal sum of

\$ _____, for the payment whereof Contractor and Surety bind themselves,

their executors, administrators, legal representatives, successors and assigns, jointly and severally, firmly by these presents.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of the City of Tacoma.

WHEREAS, under and pursuant to the City Charter and general ordinances of the City of Tacoma, the said City has or is about to enter with the above bounden principal, a contract, providing for

Specification No. _____

Specification Title: _____

Contract No. _____

(which contract is referenced to herein and is made a part hereof as though attached hereto), and

WHEREAS, the said principal has accepted, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth.

This statutory performance bond shall become null and void, if and when the principal, its heirs, executors, administrators, successors, or assigns shall well and faithfully perform all of the Principal's obligations under the Contract and fulfill all terms and conditions of all duly authorized modifications, additions and changes to said Contract that may hereafter be made, at the time and in the manner therein specified; and if such performance obligations have not been fulfilled, this bond shall remain in force and effect.

The Surety for value received agrees that no change, extension of time, alteration or addition to the terms of the Contract, the specifications accompanying the Contract, or to the work to be performed under the Contract shall in any way affect its obligation on this bond, and waives notice of any change, extension of time, alteration or addition to the terms of the Contract or the work performed. The Surety agrees that modifications and changes to the terms and conditions of the Contract that increase the total amount to be paid the Principal shall automatically increase the obligation of the Surety on this bond and notice to Surety is not required for such increase.

If the City shall commence suit and obtain judgment against the Surety for recovery hereunder, then the Surety, in addition to such judgement, shall pay all costs and attorney's fees incurred by the City in enforcement of its rights hereunder. Venue for any action arising out of in connection with this bond shall be in Pierce County, Washington.

Surety companies executing bonds must be authorized to transact business in the State of Washington as surety and named in the current list of "Surety Companies Acceptable in Federal Bonds" as published in the Federal Register by the Audit Staff Bureau of Accounts, U.S. Department of the Treasury.

One original bond shall be executed, and signed by the parties' duly authorized officers. This bond will only be accepted if it is accompanied by a fully executed power of attorney for the office executing on behalf of the surety.

Principal: Enter Vendor Legal Name

By: _____

Surety:

By: _____

Agent's Name: _____

Agent's Address: _____

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)

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: _____

CHAPTER 1.07

EQUITY IN CONTRACTING

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works, there has been historical underutilization of small and minority-owned businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of narrowly tailored contracting requirements to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

- A. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- B. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- C. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- D. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.
- E. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

F. “Goals” means the annual level of participation by MWBEs and SBEs in City Contracts as established in this chapter, the Program Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

G. “MWBE Certified business” (or “MWBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department Program Manager.

H. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Manager.

I. “SBE Program Manager” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the Program Regulations.

J. “Program Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

K. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

L. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

M. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

N. “Public Works (or “Public Works and Improvements”)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

O. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

P. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

Q. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

R. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

S. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

T. “Tacoma Public Utilities Service Area” means any ZIP code in which Tacoma Public Utilities maintains infrastructure or provides retail services.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of

any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or their designated Program Manager, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the Program Regulations, to properly implement and administer the provisions of this chapter. The Program Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the MWBE and SBE goals set forth herein. The Program Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The Program Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The Program Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The Program Manager shall approve a business as a Certified Business if all of the following criteria are satisfied:

1. The business is certified as a SBE, MBE, WBE, or MWBE through the state of Washington's Office of Minority & Women Business Enterprises; and
2. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The personal residence of the owner is located within the City of Tacoma or Tacoma Public Utilities Service Area, or
 - b. The company's business offices are located in any county of the Tacoma Public Utilities Service Area or any county adjacent to Pierce County, or
 - c. When the work is performed outside of Pierce County, the company's business offices may be located in an adjacent county in which the work is performed, or
 - d. Such additional information as the Program Manager or designee may require.

When another governmental entity has an equivalent business classification process, the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

B. Appeals. The applicant may appeal any certification determination by the Program Manager under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28274 Ex. A; passed Dec. 16, 2014; Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. The program shall meet the following requirements:

1. Establishment of Annual Goals. The Program Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of MWBEs and SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of MWBEs and SBEs in City contracts shall be based on the number of qualified MWBEs and SBEs operating within the Tacoma Public Utilities Service Area. The dollar value of all contracts awarded by the City to MWBEs and SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable goal.

2. Application of Annual Goals to Contracts. The Program Manager shall consult with City departments/divisions to establish department/division specific goals for competitively solicited contracts in accordance with this chapter and the Program Regulations.

B. Waivers. City departments/divisions or the Program Manager may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.

2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.

3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.

4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.

5. Lack of certified contractors: An insufficient number of qualified contractors exist to create utilization opportunities.

6. Best interests of the City: Waiver of goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

C. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the utilization requirements based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such requirements would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contracts shall be evaluated for attainment of the MWBE and SBE requirements established for that contract in accordance with this chapter and the Program Regulations.

B. The determination of MWBE and SBE usage and the calculation of MWBE or SBE requirements per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a MWBE or SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the respective goal.

2. Supplies. A public works and improvements contractor may receive credit toward attainment of the MWBE and/or SBE requirement(s) for expenditures for supplies obtained from an MWBE or SBE; provided such MWBE or SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the MWBE or SBE goal for the amount of the commission paid to a MWBE or SBE resulting from a supplies contract with the City; provided the MWBE or SBE performs a commercially useful function in the process.

3. Services and Public Works subcontracts. Any bid by a certified MWBE and/or SBE or a bidder that utilizes a certified MWBE and/or SBE shall receive credit toward requirement attainment based on the percentage of MWBE and/or SBE usage demonstrated in the bid. A contractor that utilizes an MWBE and/or SBE subcontractor to provide services or public works

shall receive a credit toward the contractor's attainment of the respective requirement based on the value of the subcontract with that firm.

4. Brokers, Fronts, or Similar Pass-Through Arrangements. MWBEs and/or SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the Program Regulations) shall not count toward the requirement attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a requirement has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the requirement. An MWBE and/or SBE firm may self-count utilization on such bids if they will perform the work for the scope the requirement is based upon.

a. If the low bidder meets the requirements, the bid shall be presumed the lowest and best responsible bid for contract award.

b. any bidder that does not meet the MWBE and/or SBE requirements shall be considered a non-responsible bidder unless the bidder receives a waiver from the Program Manager or C&A Board.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified contractors. The Program Regulations may establish further requirements and procedures for final selection and contract award, including:

a. Evaluation of solicitations for Architectural and Engineering (A&E) services;

b. Evaluation and selection of submittals in response to requests for proposals; and

c. Selection of contractors from pre-qualified roster(s).

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on MWBE or SBE participation shall, during the term of the contract, comply with the requirements established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize MWBE or SBEs projected to be used must be approved in advance by the Program Manager. Substitution of one MWBE or SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original MWBE or SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.

2. Where it is shown that no other MWBE or SBE is available as a substitute and that failure to secure participation by the MWBE or SBE identified in the solicitation is not the fault of the respondent, substitution with a non-MWBE or non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.

3. If the Program Manager determines that the contractor has not reasonably and actively pursued the use of replacement MWBEs or SBEs, such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of MWBEs or SBEs, and shall include the right of the City to inspect such records.

(Ord. 28625 Ex. A; passed Nov. 5, 2019; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. An Advisory Committee shall monitor compliance with all provisions of this chapter and the related Regulations. The Program Manager shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting, unless such provisions are supported by a Disparity Study. The Program Manager shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The Program Manager shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document MWBE and SBE utilization

levels, waivers, proposed modifications to the program, and such other matters as may be specified in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the Program Regulations.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the Program Manager, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the Program Regulations has occurred, the Program Manager and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Review of program.

This chapter shall be in effect through and until December 31, 2024, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2024, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of MWBEs and/or SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28625 Ex. A; passed Nov. 5, 2019: Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

EXHIBITS

Office Layout and Space Requirements

Map of Off-Street Facilities

Off-Street Rates and Inventory

On-Street System Map of Meter Locations

Residential Parking Program Overview

Parking System Financial Performance (2019)

List of Parking Technology Partners

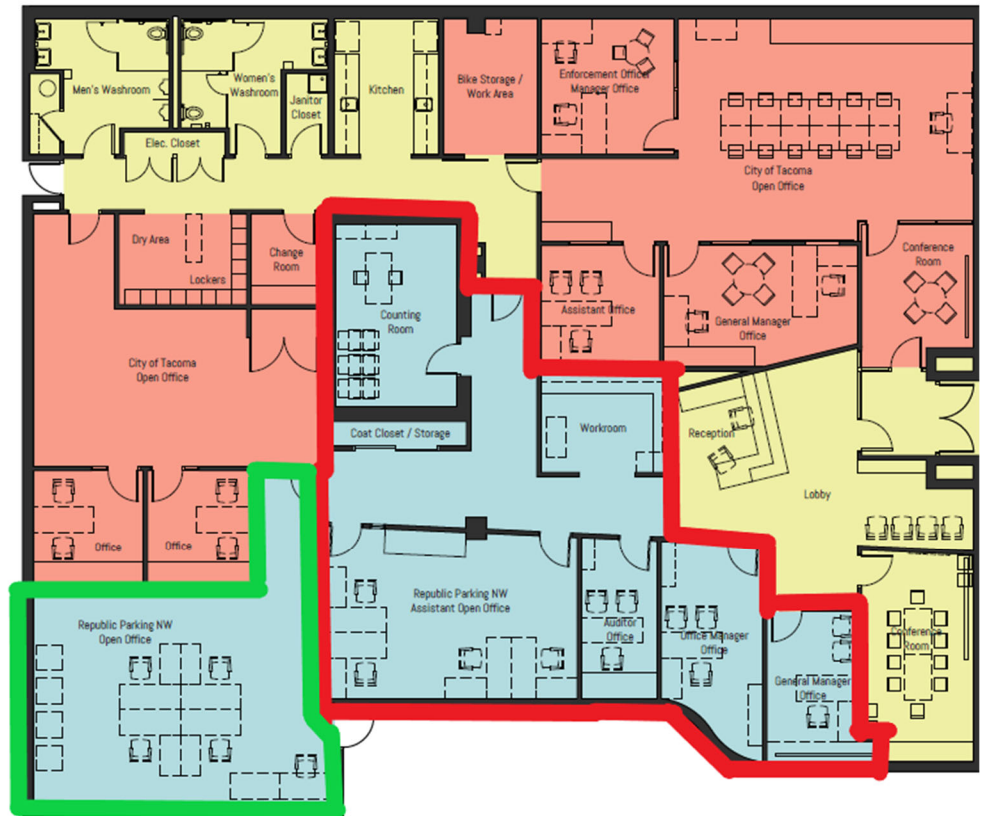
Preferred Bid Format

EXHIBIT A

OFFICE LAYOUT AND SPACE REQUIREMENTS

KEY & SQUARE FOOTAGE TOTALS

	City of Tacoma Parking Services:
	Dedicated Space: 2,588 SF
	Portion of Shared Space: 676 SF
	TOTAL OFFICE SPACE: 3,264 SF
	Dedicated Space: 2,368 SF
	Portion of Shared Space: 1,073 SF
	TOTAL OFFICE SPACE: 3,441 SF
	Shared Spaces: 1,749 SF



- At a minimum the Operator will be required to lease the area highlighted in blue and outlined in red. Total square footage of this area is **approximately 1,738 sq/ft.**
- Optional additional space available is identified in blue with a green outline. Total square footage of this area is **approximately 630 sq/ft.**
- Shared space (identified in yellow) calculations and obligations are split prorata based on the dedicated space ratios for each group.
- Price per square foot is currently **\$19.15/square foot**
- Operator responsible for security of their own area
 - Operator allowed to install security system with the prior written approval of the City

EXHIBIT B

Map of Off-Street Facilities

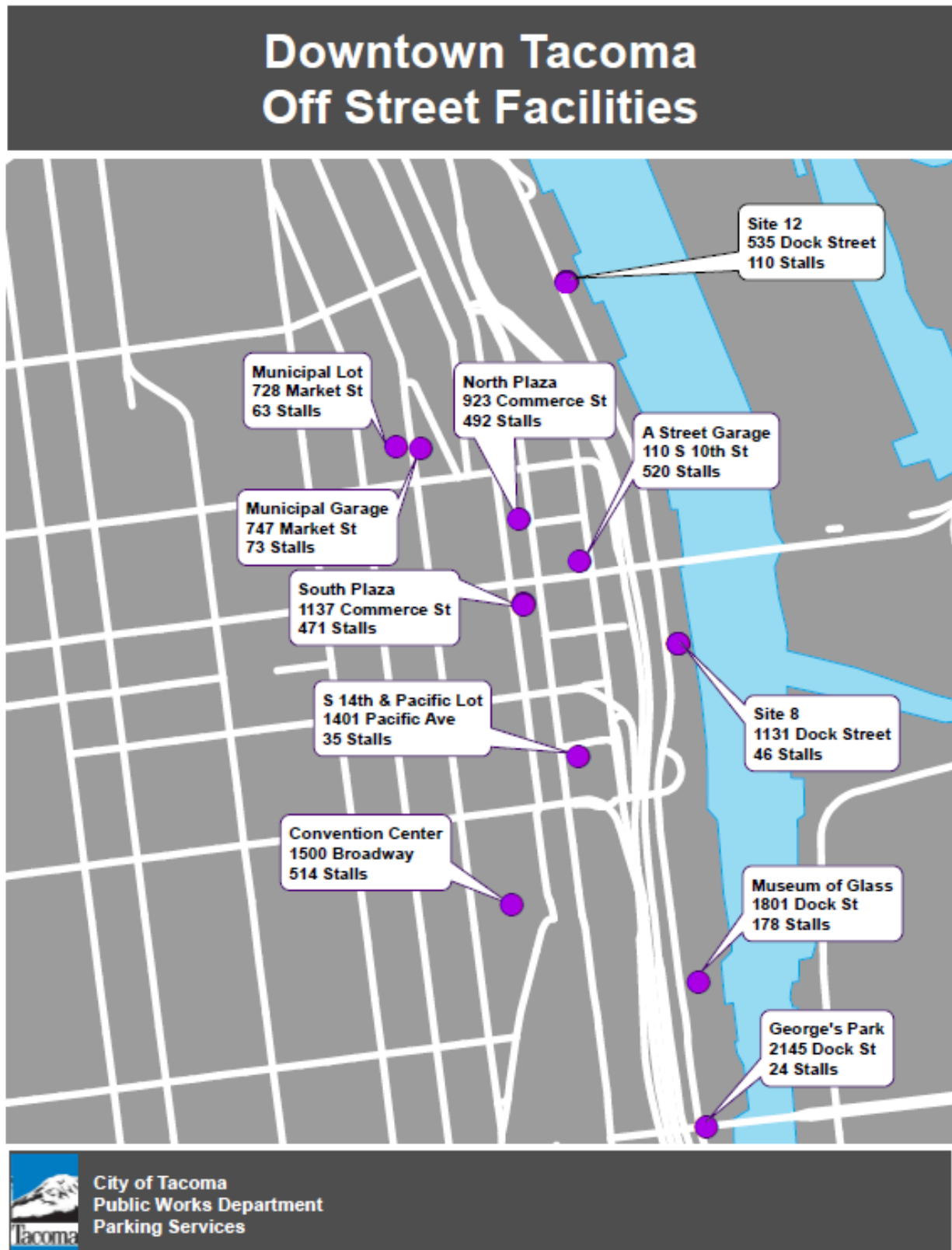


Exhibit C

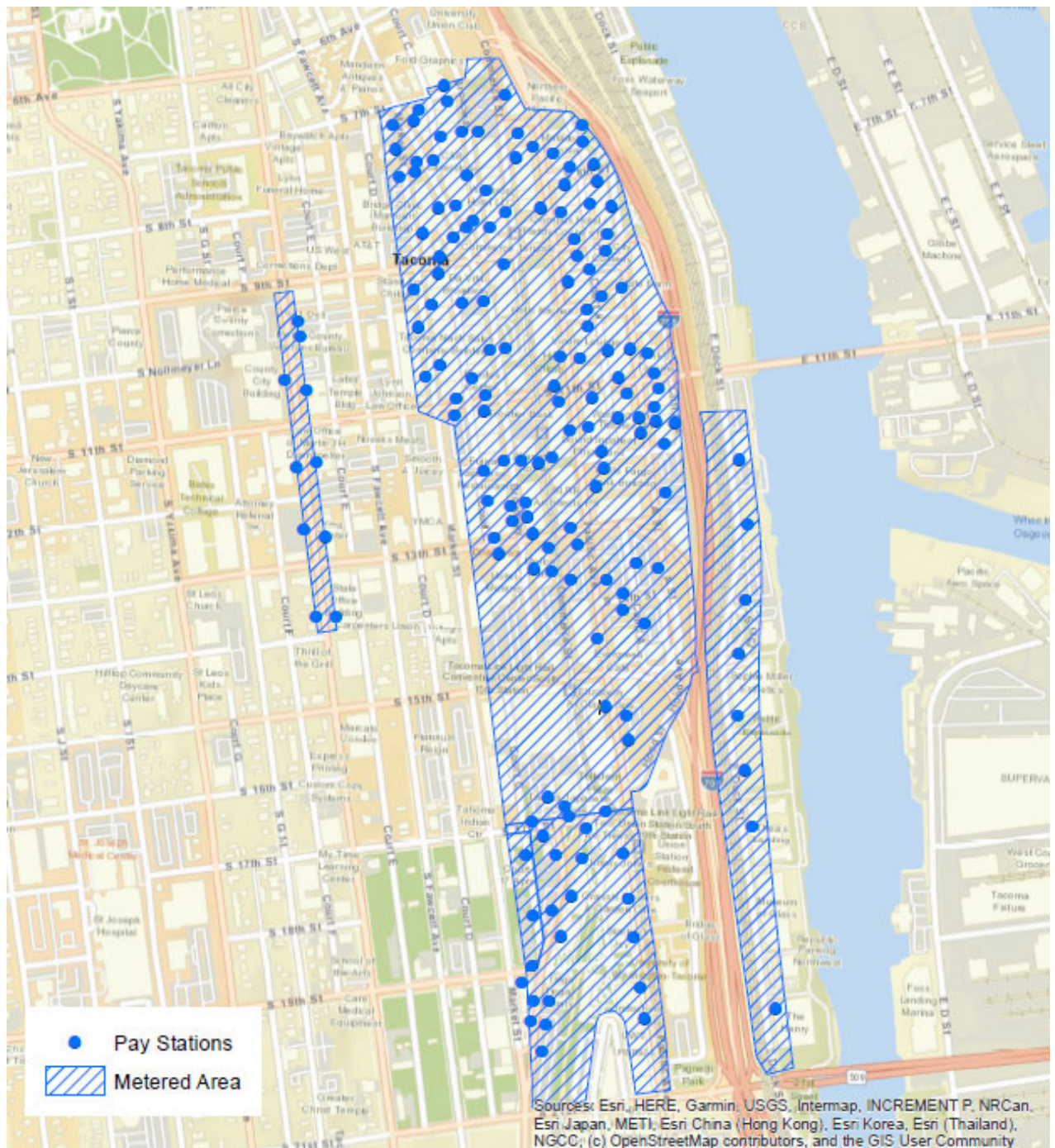
Off-Street Rates and Inventory

CITY OF TACOMA, WASHINGTON											
Parking System rates by facility											
As of January 1, 2021											
	monthly		hourly/daily								
	regular	reserved	0-1 hour	1-2 hours	2-3 hours	3-4 hours	4-5 hours	5-6 hours	6+ hours	evenings/ weekends	earlybird
Parking Garage Structures:											
A Street Garage – 110 South 10 th Street	149.00	162.00	2.00	2.00	2.00	4.00	8.00	12.00	16.00		
North Plaza Garage – 923 Commerce Street	144.00	n/a	2.00	2.00	2.00	4.00	8.00	12.00	16.00		11.00
South Plaza Garage - 1125 Commerce Street	152.00	174.00	2.00	2.00	2.00	4.00	8.00	12.00	16.00		
Museum of Glass Garage – 1801 Dock Street	89.00	n/a	5.00	5.00	5.00	10.00	10.00	10.00	10.00		
Municipal Garage – 747 Market Street	n/a	112.00									
Convention Center Garage – 1500 Broadway	99.00	n/a	6.00	6.00	6.00	6.00	12.00	12.00	12.00		
average garage rate(s)	126.60	149.33	3.40	3.40	3.40	5.60	9.20	11.60	14.00		11.00
Parking Surface Lots:											
14 th Street Lot – 1401 Pacific Avenue	n/a	149.00								5.00	
Municipal Lot -- 747 Market Street	94.00	118.00	2.00	4.00	6.00	8.00	8.00	8.00	8.00		
Site 8--1131 Dock Street	55.00	n/a	1.00	1.00	4.00	4.00	4.00	4.00	4.00		
Site 12--535 Dock Street	55.00	n/a	2.00	2.00	4.00	4.00	6.00	6.00	6.00		
George's Park--2145 Dock Street	n/a	n/a	2.00	2.00	4.00	4.00	6.00	6.00	6.00		
average surface lot rate(s)	68.00	133.50	1.75	2.25	4.50	5.00	6.00	6.00	6.00	5.00	
average PARKING SYSTEM rate(s)	104.63	143.00	2.67	2.89	3.89	5.33	7.78	9.11	10.44	5.00	11.00

CITY OF TACOMA, WASHINGTON									
Parking System inventory by facility									
As of January 1, 2021									
	stall designations								
	Supply	Reserved	Zoned	Electric Vehicle	ADA	Motorcycle	Low Emission	Short Term	
Parking Garage Structures:									
A Street Garage – 110 South 10 th Street	520	120	346	2	9	4	0		
North Plaza Garage – 923 Commerce Street	492	4	0	4	10	7	0		
South Plaza Garage - 1125 Commerce Street	471	15	28	2	9	14	25	24	
Museum of Glass Garage – 1801 Dock Street	178	5	0	2	6	7	0		
Municipal Garage – 747 Market Street	73	73	0	0	0	7	0		
Convention Center Garage – 1500 Broadway	514	0	24	7	13	0	0		
Total PARKING GARAGE Supply:	2248	217	398	17	47	39	25	24	
Parking Surface Lots:									
14 th Street Lot – 1401 Pacific Avenue	35	35	0	0	2	0	0	0	
Municipal Lot -- 747 Market Street	69	3	0	0	3	1	0	0	
Site 8--1131 Dock Street	46	0	0	0	0	0	0	0	
Site 12--535 Dock Street	110	0	0	0	5	2	0	0	
George's Park --2145 Dock Street	24	0	0	0	0	0	0	4	
Total SURFACE LOT Supply:	284	38	0	0	10	3	0	4	
Total PARKING SYSTEM Supply	2532	255	398	17	57	42	25	28	

EXHIBIT D

On-Street System Map of Meter Locations



On-street rate throughout system is \$1.00 per hour

Exhibit E

Residential Parking Program Overview

<https://www.cityoftacoma.org/cms/One.aspx?portalId=169&pageId=171619>



City of Tacoma

Public Works Department
Engineering Division--Parking Services

Residential Parking Program

942 Pacific Ave, Tacoma, WA 98402
Phone 253.591.5371

General Description

The purpose of the Residential Parking Program (RPP) is to alleviate constant levels of non-resident parking along streets in residential neighborhoods. While this program is expected to help manage a limited parking resource, it will not guarantee or assign specific spaces to households and their vehicles nor will it solve neighborhood nuisance and security issues. It is the City's goal that the regulation of parking through this RPP will be the least restrictive that best mitigates the documented problem.

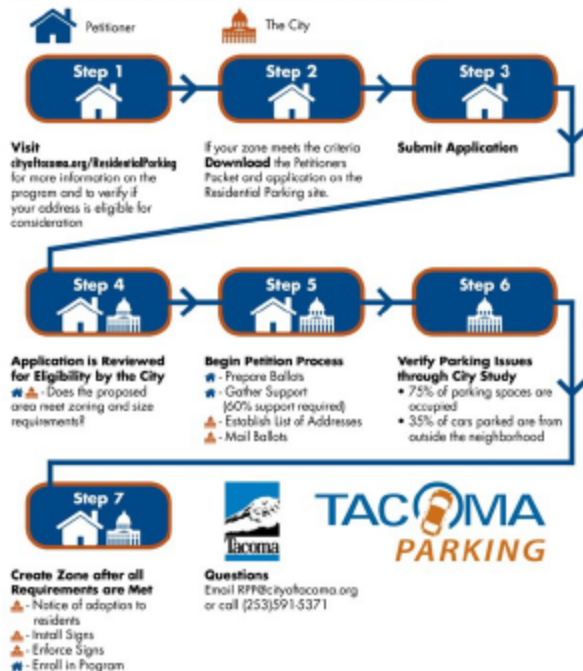
The initial request for a Residential Parking Zone (RPZ) or amendment to an existing RPZ must originate from a resident or a property owner with an address in the proposed zone. The petitioner must be willing to:

- Be the person of record and act as the primary contact for the RPZ request
- Take on the responsibility for RPZ notifications; maintain outreach integrity and the compilation of evidence to support the RPZ should it be determined eligible for consideration as directed by City Staff.
- Serve as liaison for any community outreach within the boundaries of the requested RPZ and/or adjacent segments as directed by City Staff.

The process follows the general flowchart shown here

Residential Parking Program

Follow these steps to apply for a Residential Parking Zone in your neighborhood



If the request is found to be eligible, the petitioner will be responsible for gathering evidence of support using forms provided by City Staff.

The petitioner must acknowledge these responsibilities by signing the application.

Do not submit petitions or other evidence of support with your application. Petitions or letters of support gathered prior to the eligibility determinations will not be accepted.

Applications will be evaluated on a semiannual schedule; however, the schedule and process do not preclude the installation of RPZ when and where it is deemed necessary outside the

Eligibility for Consideration

Once a properly completed application has been received by the City's Parking Services, the City will consider the following criteria when making a determination of the street's eligibility for RPZ consideration:

- The street must be a public street with the meaning of state law and City of Tacoma Municipal code.
- The request must not be a duplicate request or overlap with any other active RPZ request or zone.
- The proposed street segment(s) for the RPZ are not regulated by existing parking regulations (i.e.: ADA stalls, bus loading, or other specific use designations.)
- Residential units along the requested street segment are not prevented from having direct access to the street. This includes, but is not limited to, cliffs or very steep hill faces, fencing, walls, dense vegetation, design of the building, and other similar barriers to access. Emergency exits, service entrances, and other similar building portals are not considered to provide direct access for the purposes of this policy.
- On-street parking along the street segment is not restricted due to safety, mobility, or security issues. A minimum of 4 contiguous block faces or 1100 linear feet of curb space.
- Any other factors the City determines to be criteria to the determination of eligibility.
- Eligibility is typically limited to the following Zoning Classifications and are subject to:

A Minimum of 4 contiguous block faces or 1100 linear feet of curb space	
R1: One Family Dwelling	R4L: Low Density Multiple Family
R2: One Family Dwelling	R5: Multiple Family Dwelling Dist.
R2-SRD: One Family Dwelling	URX: Townhomes
R3: Two Family Dwelling	NRX: Neighborhood Residential Mixed Use
R4: Multiple Family Dwelling	HMR-SRD: Historical MU Residential-S.R. District
A Minimum of 110 linear feet of curb space along residential frontage	
NCX: Neighborhood Commerical Mixed-Use District	
UCX: Urban Center Mixed-Use District	
RCX: Residential Commerical Mixed-Use District	
CCX: Community Commercial Mixed-Use District	
HMX: Hospital Medical Mixed-Use District	

Evidence of Support

There must be at least a 60% evidence of support for RPZ to further the review process. Evidence of support shall be collected using a standardized petition form provided by the City. Residents will have the option to specify that they support review, oppose review, or agree with the majority of other responders regarding review for RPZ. A statement of exception must be submitted by the petitioner explaining the absence of any property not so represented.

Parking Demand Verification

The need for the RPZ during the requested days and times of days will be validated with field observations by City Staff.

- At least 75% of all available legal parking spaces are occupied by a parked vehicle; and,
- At least 35% of all available legal parking spaces are occupied by commuter or non-resident vehicles.
- If the parking issues indicated on the original application for an RPZ are verified by the results of the parking surveys then the request shall be eligible for further consideration of approval.

Once a request receives approval, City Staff will send a notification to all properties along the requested street segment announcing the approval of the RPZ request and the approximate date the parking restrictions will be installed. The letter will also include information about the program, enrollment for participation, purchasing RPP stickers and/or tags, and other pertinent information.



EXHIBIT F

Parking System Financial Performance (2019)

	FUND	CC	CC DESCRIPTION	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	YTD TOTAL
OPERATING REVENUE	4140	530100	A Street Garage	(15,778)	(10,938)	(18,281)	(36,667)	(68,716)	(46,999)	(29,965)	(35,329)	(22,817)	(20,681)	(49,572)	(27,078)	(382,822)
	4140	530200	North Plaza Garage	(64,556)	(92,562)	(66,694)	(120,182)	(69,081)	(99,674)	(124,967)	(48,385)	(156,672)	(100,675)	(66,178)	(140,375)	(1,150,000)
	4140	530300	Pacific Plaza/South Plaza	(81,619)	(108,492)	(63,970)	(113,810)	(62,155)	(92,009)	(115,275)	(48,658)	(121,080)	(95,167)	(52,489)	(81,756)	(1,036,479)
	4140	531400	Museum of Glass	(12,448)	(13,553)	(23,273)	(16,126)	(18,145)	(16,983)	(28,723)	(26,250)	(19,437)	(18,603)	(13,747)	(19,411)	(226,697)
	4140	532100	Convention Center	(35,600)	(53,936)	(76,559)	(76,182)	(57,536)	(34,736)	(59,419)	(38,554)	(62,165)	(66,344)	(64,257)	(96,449)	(721,738)
	4140	532200	14th Street Lot	(729)	(11,120)	(11,205)	(5,845)	(5,484)	(5,682)	(5,509)	(6,087)	(5,546)	(5,483)	(6,700)	(5,554)	(74,947)
	4140	532400	Pay Stations	(123,908)	(115,388)	(148,153)	(141,180)	(141,096)	(138,686)	(112,338)	(132,044)	(127,322)	(159,626)	(125,790)	(115,148)	(1,580,678)
	4140	532500	Parking Enforcement	(106,705)	(91,910)	(131,917)	(138,523)	(127,566)	(140,429)	(154,778)	(160,046)	(142,549)	(163,979)	(136,346)	(465,889)	(1,960,639)
	4140	532600	Parking Administration (investr	(3,966)	-	-	-	-	-	(219)	(5,226)	(7,101)	(7,629)	(7,292)	(3,118)	(34,552)
	4140	532650	N Plaza Parking Office	(4,785)	(4,785)	(4,785)	(5,145)	(4,905)	(4,905)	(4,905)	(4,905)	(4,905)	(4,905)	(4,905)	(4,905)	(58,744)
	4140	532800	TMB Lot	(10,400)	(8,746)	(11,618)	(21,457)	(16,916)	(17,653)	(12,428)	(14,370)	(13,408)	(13,482)	(13,171)	(13,287)	(166,935)
	4140	532900	TMB Garage	(2,128)	(2,128)	(2,128)	(24,192)	(5,824)	(5,712)	(2,128)	(6,321)	(6,224)	(6,109)	(6,048)	(6,048)	(74,990)
	4140	533100	Parking Permits	(241)	-	(180)	(61)	-	(305)	(2)	(7,402)	(1,325)	(5,483)	(3,750)	(555)	(19,304)
			Total Operating Revenue	(462,862)	(513,558)	(558,764)	(699,370)	(577,424)	(603,773)	(650,657)	(533,579)	(690,552)	(668,167)	(550,244)	(979,574)	(7,488,525)
OTHER SUB-FUNDS	4140 PLRE	540000	Parking Land Use Reserve	(5,778)	(5,613)	(6,502)	(6,159)	(6,303)	(6,392)	(6,469)	(6,442)	(6,292)	(6,429)	(5,984)	(6,075)	(74,438)
	4140 PRKI	540050	Parking Initiatives/Capital (cas	(115)	(181)	(1,469)	-	-	-	-	-	-	-	-	-	(1,766)
	4140 PGDS	535000	Parking Debt Service	-	-	-	-	-	-	-	-	-	-	-	-	-
	4140 LTGO	535050	LTGO Bond Service	-	(5)	(214)	-	-	-	219	-	-	-	-	-	-
			Total Other Revenue	(5,894)	(5,799)	(8,186)	(6,159)	(6,303)	(6,392)	(6,250)	(6,442)	(6,292)	(6,429)	(5,984)	(6,075)	(76,204)
			TOTAL 4140 REVENUES	(468,756)	(519,357)	(566,950)	(705,529)	(583,727)	(610,165)	(656,907)	(540,020)	(696,845)	(674,596)	(556,228)	(985,649)	(7,564,728)
OPERATING EXPENSES	4140	530100	A Street Garage Expense	1,573	54,152	27,922	28,132	27,838	27,987	28,487	2,638	28,129	29,767	27,948	31,174	315,748
	4140	530200	North Plaza Garage	17,714	46,532	17,851	21,932	28,337	25,068	21,625	46,113	23,660	49,119	4,507	36,350	338,808
	4140	530300	Pacific Plaza/South Plaza	35,600	59,449	26,014	(13,382)	12,293	21,433	47,148	15,902	39,930	41,672	(8,600)	23,689	301,148
	4140	531400	Museum of Glass	14,469	7,810	8,449	16,877	10,438	11,094	14,281	10,285	11,468	19,994	343	34,973	160,481
	4140	532100	Convention Center	20,199	18,097	22,849	29,725	29,291	28,479	26,081	22,680	23,429	44,467	5,995	28,703	299,995
	4140	532200	14th Street Lot	2,236	1,943	2,622	4,192	5,915	3,416	2,494	2,033	2,214	5,047	168	3,654	35,934
	4140	532400	Pay Stations	32,925	33,982	31,553	35,474	34,604	20,307	48,796	54,133	38,384	70,639	26,494	42,332	469,622
	4140	532500	Parking Enforcement	86,463	89,094	82,960	101,003	107,416	81,361	119,090	76,799	142,158	96,256	93,289	91,953	1,167,840
	4140	532600	Parking Admin Total	43,858	42,004	41,618	39,628	45,889	55,803	43,203	43,652	42,310	54,228	40,702	71,967	564,861
	4140	532650	N Plaza Parking Office	2,391	2,330	2,924	5,023	1,035	1,027	7,067	1,771	1,774	3,764	3,594	3,814	36,514
	4140	532700	Muni Court Support	29,042	36,437	29,178	32,436	34,091	34,064	33,677	33,012	29,295	36,140	31,627	28,055	387,056
	4140	532800	TMB Lot	5,208	5,611	5,368	6,907	8,009	7,218	5,817	4,979	5,342	9,628	(1,503)	3,822	66,406
	4140	532900	TMB Garage	2,404	2,523	2,349	2,543	3,072	834	2,408	2,139	2,065	4,571	1,580	5,026	31,514
	4140	533100	Parking Permits	7,124	6,565	6,848	6,859	7,844	6,956	11,500	21,330	14,586	3,384	17,966	(5,920)	105,041
			Total Operating Expenses	301,206	406,529	308,503	317,348	356,073	325,046	411,674	337,465	404,743	468,675	244,110	399,594	4,280,968
OTHER SUB-FUNDS	4140 PLRE	540000	Parking Land Use Reserve	61	93	87	-	134	87	65	5	154	65	71	90	911
	4140 PRKI	540050	Parking Initiatives/Capital	-	-	-	-	-	-	-	-	-	-	-	-	-
	4140 PGDS	535000	Parking Debt Service	22,789	22,789	22,789	22,789	22,789	22,789	22,789	22,789	22,789	22,789	22,789	1,650,097	1,900,772
	4140 LTGO	535050	LTGO Bond Service	-	-	4	-	-	124,343	(4)	-	-	-	-	1,081,743	1,206,085
			Total Other Expenses	22,849	22,881	22,879	22,789	22,923	147,218	22,850	22,794	22,942	22,854	22,859	2,731,930	3,107,768
			TOTAL EXPENSES	324,055	429,411	331,382	340,137	378,995	472,264	434,524	360,258	427,686	491,529	266,969	3,131,524	7,388,736

EXHIBIT G

List of Parking Technology Partners

Partner	Summary of Services Provided	Hardware/Software profile
Gtechna	<ul style="list-style-type: none"> Enforcement back office software and support through Command Center platform. Technical support and hardware warranty services for License Plate Recognition and Handheld enforcement hardware Back office and technical support for the Residential Parking Program web portal 	<ul style="list-style-type: none"> 10 handhelds (Android) 2 ALPR systems Command Center WEB frame Software Officer Parking Server Software Officer RPP Server Software Officer Vehicle Plates LPR Server Software Officer Parking Mobile Software Officer Vehicle Plates LPR e-chalk Software
Parkeon	<ul style="list-style-type: none"> On-street and off-street meter service and technical support Mobile application (Flowbird) service and technical support Back office transaction and revenue software support through myParkfolio 	<ul style="list-style-type: none"> 185 meters Parkeon StradaPal (off street and on street) Flowbird mobile application myParkfolio
Chargepoint	<ul style="list-style-type: none"> Electric Vehicle charging station service and technical support Chargepoint Cloud Services network administration 	<ul style="list-style-type: none"> 10 Chargepoint CT4000 Level 2 chargers Chargepoint Cloud Services

Exhibit H

Preferred Bid Format

FUND	COST CENTER	PREFERRED MF FORMAT	PROPOSED MANAGEMENT FEE	ANNUAL FORECASTED COSTS	
				COST FOCUSED	CUSTOMER SERVICE FOCUSED
4140	530100 A STREET	PROPOSER OPTION		\$ -	\$ -
4140	530200 NORTH PLAZA	PROPOSER OPTION		\$ -	\$ -
4140	530300 SOUTH PLAZA	PROPOSER OPTION		\$ -	\$ -
4140	530500 SITE 8 LOT	PROPOSER OPTION		\$ -	\$ -
4140	530600 SITE 12 LOT	PROPOSER OPTION		\$ -	\$ -
4140	GEORGE'S PARK LOT	PROPOSER OPTION		\$ -	\$ -
4140	531400 MUSEUM OF GLASS	PROPOSER OPTION		\$ -	\$ -
4140	532100 CONVENTION CENTER	MUST BE FLAT MANAGEMENT FEE		\$ -	\$ -
4140	532200 14TH ST	PROPOSER OPTION		\$ -	\$ -
4140	532800 MUNICIPAL PARKING LOT	PROPOSER OPTION		\$ -	\$ -
4140	532900 MUNICIPAL PARKING GARAGE	PROPOSER OPTION		\$ -	\$ -
4140	533100 RESIDENTIAL PARKING PROGRAM	PROPOSER OPTION		\$ -	\$ -
4140	532400 TACOMA ON-STREET METERS	MUST BE FLAT MANAGEMENT FEE		\$ -	\$ -

Please use this space to detail any incentive options or creative management fee structures for consideration.

ATTACHMENTS

City of Tacoma Equity Pledge

Sustainability Pledge

Required PCI Contract Language

Attachment A

CITY OF TACOMA EQUITY PLEDGE

The City of Tacoma recently passed [Resolution 40622](#) declaring the City of Tacoma is guided by anti-racist practices at every level of governance and service. In this spirit, every department in the city has developed a Racial Equity Action Plan (REAP) to apply these principles and build measurable outcomes towards building an anti-racist institution.

It is important to acknowledge the City of Tacoma vendors and contractors who work with city departments contribute to the City's success and must also reflect this commitment based on their policies and practices. Expectations of vendors and contractors will include the following:

The contractor will demonstrate

1. A commitment to require employees, especially those who interact with the public along with the management team, racial equity training.
2. An explicit commitment to recruitment and retention practices that maximize the hiring and sustaining of a racially diverse work team at all levels including management leadership.
3. A commitment to work with the contracting city department to fulfill equity-driven service goals embedded in the city department's Racial Equity Action Plan (REAP) specific to the contract
4. A willingness to commit to the City's anti-racist vision as articulated in Resolution 40622 for the length of the established relationship with the City.

Attachment B

SUSTAINABILITY PLEDGE

[Climate Emergency resolution 40509](#), adopted December 2019, directs staff to advance sustainable initiatives towards achieving City's accelerated carbon reduction goals. Tacoma's Environmental Action Plan identifies specific strategic actions including sustainable transportation management focused on reducing impacts to local natural systems, public health, employee workplace, and global climate change.

Transportation accounts for 58% of GHG emissions in Tacoma. Single-occupancy passenger vehicles contribute significantly to overall transportation emissions. Multimodal options such as walking, biking, transit and cleaner vehicles play an important role in individual and collective action to reduce greenhouse gas emissions and make our air healthier.

The City's vendor and contractor partners are an important consideration when implementing sustainable initiatives. Leading by Example everyday contributes to more sustainable operations and reflects the commitment of the City to be responsible stewards in the communities we serve.

The City's vision for a sustainable future is an ambitious one. In order to fully live up to the vision articulated in Climate Emergency Resolution 40509, contractors are expected to:

1. Work to reduce the impact of your business activities in Tacoma through actively discovering new ways to be more sustainable.
2. Familiarize yourself with the City's Environmental Action Plan (EAP) (https://cms.cityoftacoma.org/Sustainability/Tacoma_EAP.pdf) and Climate Emergency Resolution 40509. Work with City staff to establish a culture of sustainability and best environmental practices consistent with the vision contained within .
3. To develop and implement practices that prevent pollution and waste
4. To be an environmentally responsible partner, protecting the rights of future generations to enjoy a healthy planet by being an example to my community and developing more eco-friendly habits

Attachment C

Required PCI Contract Language

Payment Card Industry Data Security Standard

If CONTRACTOR provides services or deliverables that relate to or support the receipt, storage, processing or transmission of *Cardholder Data* or that relate to or support connectivity or communication to or with CITY's *Cardholder Data Environment* or any other services or deliverables that affect the security of *Cardholder Data* CONTRACTOR agrees it is responsible for the security of such *Cardholder Data*.

CONTRACTOR will create and maintain detailed, complete and accurate documentation describing the systems, processes, or components relating to or supporting receipt, storage, processing or transmission of *Cardholder Data* and the systems, processes or components relating to or supporting connectivity or communication to or with CITY's *Cardholder Data Environment*. Such documentation will conform to the most current version of the Payment Card Industry Data Security Standard.

In addition to any other audit obligations under this Contract, CONTRACTOR must, upon request, document to CITY's reasonable satisfaction, with evidence including but not limited to a current attestation of compliance signed by a *Qualified Security Assessor* of the Payment Card Industry Data Security Standard compliance of any systems, processes, or components relating to or supporting receipt, storage, processing or transmission of *Cardholder Data* and of any systems, processes or components relating to or supporting connectivity or communication to or with CITY's *Cardholder Data Environment*, including by demonstrating the compliance of any subcontractors.

CONTRACTOR agrees to comply with all applicable laws that require the notification of individuals of events of unauthorized release of *Personally Identifiable Information* (including *Payment Card Information*). CONTRACTOR will inform CITY by telephone and e-mail of an event requiring notification within 24 hours of discovery, will assume responsibility for informing all impacted individuals in accordance with applicable law, and will indemnify, defend, and hold harmless CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs related to such unauthorized release.

CONTRACTOR assumes financial responsibility for any fines or penalties imposed on CITY resulting from CONTRACTOR's failure to comply with the most current version of the Payment Card Industry Data Security Standard.

Italicized words in this Section refer to defined terms contained in the Payment Card Industry Data Security Standard.