



City of Tacoma, WA

OFFICE OF ENVIRONMENTAL POLICY & SUSTAINABILITY

REQUEST FOR QUALIFICATIONS

**COMMENCEMENT BAY RESILIENCE & RESTORATION
MASTER PLAN**

SPECIFICATION NO. CM24-0302F



**City of Tacoma
Environmental Policy & Sustainability**

**REQUEST FOR QUALIFICATIONS CM24-0302F
Commencement Bay Resilience & Restoration Master Plan**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 8, 2025

Submittals must be received by the City’s Procurement and Payables Division by 11:00 a.m. Pacific Time.

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.</p> <p>Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@cityoftacoma.org immediately.

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held at the following link on March 4, 2025 from 1:00 – 2:00pm Pacific Standard Time.

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 241 184 914 342

Passcode: Ac9df3WW

Dial in by phone

[+1 253-666-4424,,290627125#](tel:+12536664424290627125) United States, Tacoma

[Find a local number](#)

Phone conference ID: 290 627 125#

Project Scope: A Commencement Bay wide study of the vulnerability related to sea level rise and other climate related impacts that will serve as an implementation framework for future projects.

Estimate: \$772,697.11

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave in accordance with State of Washington law.

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 the contact listed below in the *Additional Information* section.

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 Hailey Erichsen by email to Herichsen@cityoftacoma.org.

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



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


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SUBMITTAL CHECK LIST

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

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

The following items make up your complete electronic submittal package (include all the items below):	
Signature Page (Appendix B) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Statement of Qualifications (Section 9) The unit prices bid must be shown in the space provided. Check your computations for omissions and errors.	
Content to be Submitted (Section 9)	
After award, the following documents will be executed:	
City of Tacoma Contract (See sample in Appendix C) Must be executed by the successful bidder.	
Certificate of Insurance and related endorsements (Appendix C) Shall be submitted with all required endorsements	

1. BACKGROUND

City of Tacoma in collaboration with Metro Parks-Tacoma, the Puyallup Tribe of Indians, the Port of Tacoma, Pierce County and other stakeholders plans to develop a Resilience and Restoration Master Plan for Commencement Bay. The project will cover the entire bay, from Point Defiance to Brown's Point. Areas that have already achieved this level of planning will be included by reference in the master plan. The work will include cataloging and investigating sites to identify critical opportunity areas, characterizing sites, and building consensus among the Bay's many stakeholders about resilience and restoration strategies and priorities. A regional master plan is needed to ensure that as individual agencies and stakeholders take actions to adapt to sea level rise and climate change, all opportunities reach their maximum potential, and that sea level rise and climate change adaptation efforts protect or enhance habitat wherever possible. In addition, this master plan will create opportunities for the Bay's underserved communities to engage and have their voices heard in the planning effort.

Specifics of the work will include review of prior planning documents, analysis of Local Tacoma Municipal Code (TMC Title 19), State, and Federal Codes, as applicable, public outreach, collaboration with multiple public agencies, possible geotechnical analysis, habitat assessment, a planning document that outlines site-specific findings and provides recommendations regarding site prioritization incorporating nature based solutions and other protection measures, conceptual site designs for high priority locations, a high-level cost analysis, and a funding / implementation plan, and governance structure. The City of Tacoma is seeking a highly qualified Consultant team with relevant experience as outlined in this RFQ.

Project Description

A Commencement Bay Resilience and Restoration Master Plan (CBRRMP) will organize stakeholders to build on fragmented baseline assessments and plans for the Bay, providing a coordinated Bay-wide vision as well as recommendations to guide phased restoration and climate resilience investments. We believe that this Master Plan can provide a basis for Bay-wide collaboration, decision-making, and implementation. The CBRRMP falls within Category 1: Community Capacity Building and Planning.

The coastal shorelines of Tacoma's Commencement Bay have great social, ecological, cultural, economic, and aesthetic value. Tacoma's marine shoreline areas provide clean water, a deep-water port, military and industrial facilities, wastewater treatment facilities, habitat for a variety of fish and wildlife including ESA-listed salmonids, shellfish, forage fish, and waterfowl, marinas, open space, recreational opportunities, and archaeological and historical sites. Commencement Bay is also traditional fishing grounds of the Puyallup Tribe of Indians.

Commencement Bay's resources are limited and irreplaceable. Less than 2% of the original mud flat remains. Urbanization, transportation, and industry have severely modified the shorelines and decreased the estuarine habitat. Natural Resource Damage Assessment (NRDA) and other restoration efforts have made minor gains in estuarine and shoreline habitat. However, nearshore, brackish, and saltmarsh habitat is severely lacking and is a limiting factor for marine species. Many competing uses have increased stress on the ecosystems and wildlife of the Bay and threaten the ecological and economic vitality of the surrounding communities. These stressors visibly manifest in the plight of the Southern Resident Orcas, as loss of salmon

habitat and vitality has reduced the primary food source of these apex predators below critical levels. These competing demands coupled with the threats of climate change and sea level rise create a clear need for a Commencement Bay-wide restoration and resilience master plan that collects data, inventories the shoreline, and identifies restoration areas and appropriate nature-based solutions.

The City of Tacoma and its partners have conducted various community engagement processes, technical assessments, and restoration and resilience activities along Commencement Bay in recent years. This work provides a significant but incomplete picture and baseline of information. The 2013 Tacoma Shoreline Master Program (SMP) includes the Shoreline Restoration Plan, Public Access Alternatives Plan, and Thea Foss Waterway Design Guidelines – providing goals, policies, and development regulations for all shoreline areas including Commencement Bay and its waterways, the Tacoma Narrows, and Wapato Lake. The SMP is incorporated into Tacoma’s Comprehensive Plan as an implementation strategy.

In 2016, the City of Tacoma completed a Climate Resilience Study, which identified several habitat restoration areas that would be threatened by Sea Level Rise. A 2018 Sea Level Rise study (University of Washington Climate Impacts Group, Washington Department of Ecology, and NOAA) points to a likely increase of static sea level rise of 1.8 feet in Commencement Bay. This, coupled with storm surge and wave dynamics, threaten the built and natural environments around the Bay. Currently no comprehensive plans or processes for preserving restoring ecosystems along Marine View Drive on the east side of the Bay or for collaborating with the Puyallup Tribe to restore Hylebos Waterway exist. Immediate action is needed, but without a master plan actions will be taken in a piecemeal fashion – potentially causing conflicts and missed opportunities.

On the southeast and east sides there is valuable ecological restoration and preservation taking place, including a highly collaborative partnership project on Clear Creek led by Pierce County, and other projects sponsored by the Port of Tacoma and the Puyallup Tribe. Other smatterings of mitigation and restoration have been installed as a result of the Foss Waterway Cleanup and NRDA efforts, and Commencement Bay is under consideration by EPA for delisting. The identification of future restoration projects will be part of this effort. On the southwest side of the Bay, a successful community and visioning process was completed in 2021 for the Ruston Way shoreline (3 miles) and is now ready for site-specific investigation and design. In a separate process, the City of Tacoma led a coalition of partners to engage community and stakeholders in a visioning process for the Tideflats Subarea Plan along Commencement Bay. The visioning process highlighted stakeholders’ “overwhelming” interest in “the restoration and cleanup of natural areas”, including “shoreline/habitat restoration and enhancement”, as well as interest in the preservation and availability of good jobs, greener industrial uses, public shoreline access, and recreation facilities. In 2024, the Tideflats Subarea Plan is scheduled to become part of the Comprehensive Plan.

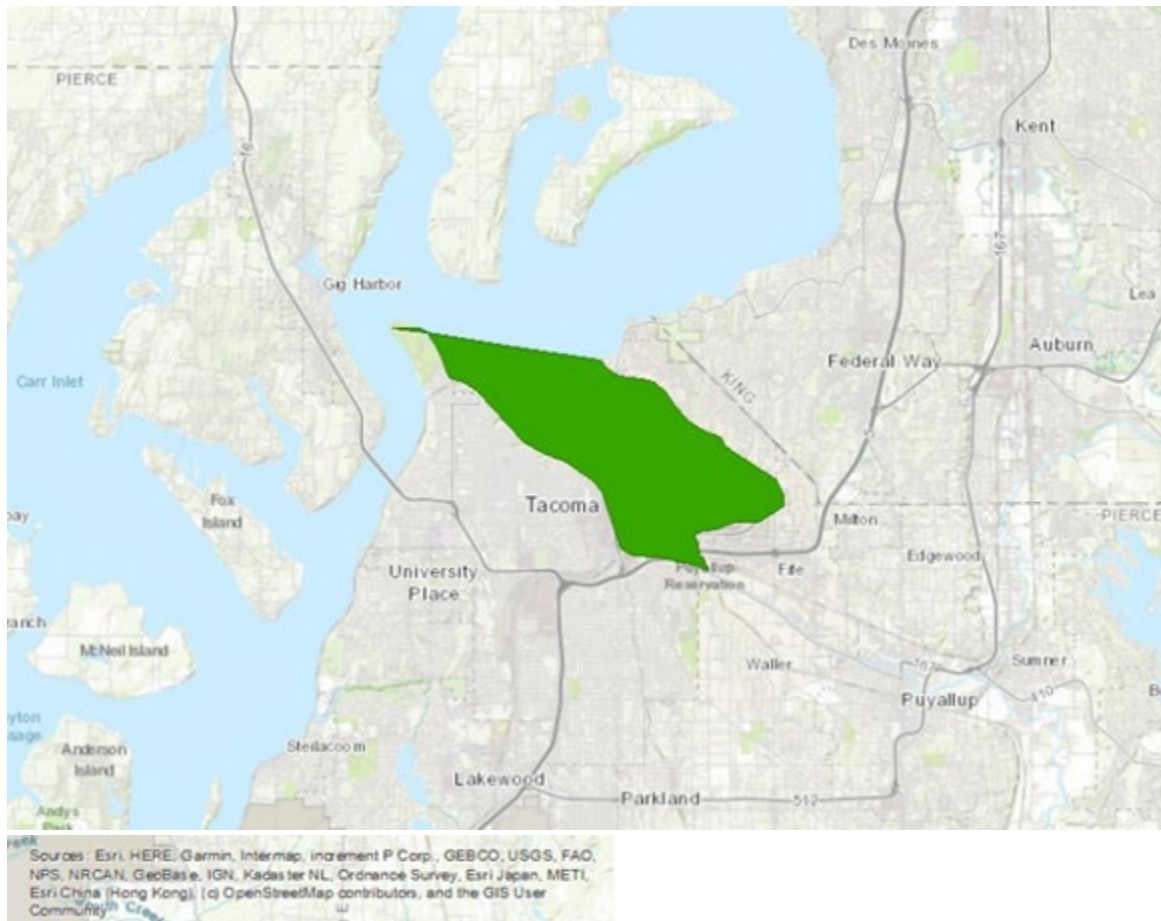
The Port of Tacoma, a partner in this effort, serves to make strategic investments in our harbor and community to promote prosperity, trade, and jobs, while protecting and enhancing our environment (PoT Strategic Plan). Washington is the most trade-dependent state in the nation, with 40 percent of jobs related to international trade.

Development of the 2030 Tacoma Climate Action Plan (CAP) and Tacoma Climate Adaptation Strategy (CAS), adopted by Resolution of the Tacoma City Council in November 2021, involved over 1,000 community stakeholders. The CAP commits the City of Tacoma to pursue a cross-sectoral, regional intergovernmental approach to 64 climate actions with a 2024 deadline. These actions include:

- CAP 44: Assess conditions of seawalls, piers, revetments, shoreline infrastructure, open spaces, parks, and habitat to identify length of service, repair, and maintenance. Partner to develop a Sea Level Rise Master Plan and monitoring program to track sea level and shoreline changes to determine needed adaptation actions.
- CAS I4: Use the outcomes of the site-by-site flooding evaluation and planning and natural systems condition assessment and monitoring actions to define capital projects that are necessary to build resilience, prioritize those projects, and implement and integrate them into Capital Facilities Planning process.
- CAS NS2: Develop a Habitat Strategy that fosters a climate change-ready urban landscape by: a) updating critical areas, b) inventorying and mapping high priority habitats, c) providing code recommendations, d) identifying goals for enhancements and new protections through purchase or easements, e) identifying funding for open space acquisition, and f) employing guidance habitat restoration project resilience.
- CAS NS3: Establish transitional zones around the nearshore where armoring or other infrastructure currently restricts the ability of marine ecosystems to adjust to sea level rise. Identify places to set back infrastructure.

Comprehensive Study Area

The Commencement Bay Restoration Plan will encompass the shoreline area from Point Defiance to the City of Tacoma's Urban Growth Area at Brown's Point/Dash Point and will include the nearshore environment, deep water marine areas, shorelands, as well as rivers and streams of the State including the Puyallup River, Hylebos Creek, and Wapato Creek. Further, the planning area will include upland areas with designated critical areas and areas hydrologically connected to the marine shoreline environment.



Resources

Below is a list of resources that outline past and present planning and implementation initiatives. The chosen consultant team will be expected to have a baseline understanding of the efforts that have already taken place in Tacoma towards building a resilience and restoration master plan for Commencement Bay so that this project does not become duplicative of efforts. All past and present planning will need to be reviewed by the selected consultant team to provide a high-level master plan for future implementation. Below is a *select set* of these efforts but is not by any means an all-inclusive list. More documents will be shared with the selected team at time of contracting.

- [Shoreline Master Program - City of Tacoma](#) (2013)
- [One Tacoma: Comprehensive Plan - City of Tacoma](#) (2015)
- [Tacoma Climate Change Resilience Study \(2016\)](#)
- [Interactive Sea Level Rise Data Visualizations \(uw.edu\)](#) (2018)
- [Salmon Habitat Protection and Restoration Strategy for Puyallup and Chambers Watersheds \(2018\)](#)
- [Envision Our Waterfront - Metro Parks Tacoma](#) (2019)

- [Tideflats Subarea Plan & EIS](#) (2021) & Adaptation Plan (2024)
- [Port of Tacoma Strategic Plan 2021 - 2026](#)
- [2030 Climate Action Plan - City of Tacoma](#) (2021)
- [Tacoma Climate Adaptation Strategy \(2021\)](#)
- [Puget Sound Parcel-scale Sea Level Rise Vulnerability Assessment | Washington Coastal Hazards Resilience Network \(wacoastalnetwork.com\)](#) (2022)
- Resilient Gateway Northwest Seaport Alliance Vulnerability Assessment (2024)

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

The City anticipates awarding 1 contract.

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

2. SUMMARY OF SCOPE OF SERVICES AND DELIVERABLES

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

The **City of Tacoma Office of Environmental Policy & Sustainability** is issuing this request for qualifications ("RFQ") of an experienced, qualified, and professional architect/engineer design team to produce the design of a master plan for the **Commencement Bay Resilience & Restoration Master Plan**

In order for all tasks to be completed it is anticipated that the duration of Design Services shall be eighteen (18) months, from the date of finalized contract. The Project budget will be based in part on the proposals received but the aggregate value of this Project is not expected to exceed seven hundred and seventy-two thousand, six hundred and ninety-seven dollars and eleven cents (\$772,697.11) over the eighteen-month period.

Overview

The Technical Services include performing site investigations, flood vulnerability assessment, habitat and shoreline assessment, evaluating feasibility, benefit cost analysis, literature review, stakeholder engagement, conceptual design, prioritization framing and identification of funding. The full scope of services is outlined in the Milestones section below.

Codes and Regulations

Recommendations to be provided as part of this process regarding site design will need to meet the requirements and intent of applicable Local, State, and Federal requirements, while also balancing the needs and goals of the public agencies responsible for the sites, and input from the public. Codes and Regulations to consider, but not limited to, for the project:

Tacoma Municipal Code (TMC):

- TMC 19.06.040.I.6.h(f) & (g),
- TMC 19.08.030.C.1.i,
- TMC 19.06.040.I.12

TMC 19.08.030 indicates that the use of “soft” methods is the preferred “best practices” choice (if non-structural methods cannot be used or are insufficient) when considering shoreline stabilization measures.

“Soft” methods include:

- Vegetation enhancement;
- Upland drainage control;
- Bioengineering/biotechnical measures;
- Beach enhancement;
- Anchor trees; and
- Gravel enhancement.

“Hard” methods include:

- Rock revetments;
- Gabions;
- Groins;
- Retaining walls and bluff walls;
- Bulkheads; and
- Seawalls

Additionally, an updated Shoreline Inventory and Characterization will be based on requirements under WAC 173-26-201 (3) (c) and (d).

Stakeholders

The Consultant will be tasked with assisting the City of Tacoma with prioritizing stakeholder needs and interests. Primary stakeholders will include:

- City of Tacoma Departments (Environmental Services, Public Works, Planning & Development Services, Strategy Office, Tacoma Power, etc.)
- Metro Parks Tacoma
- Pierce County (various entities)
- Port of Tacoma
- Puyallup Tribe of Indians
- University of Washington Puget Sound Institute
- Community based organizations and advocacy groups
- Private property owners
- Tacoma community at large
- City of Fife

Milestones

As currently envisioned, the Technical Services will consist of the following tasks in which applicants will need to submit a full workplan to show anticipated timing for producing all deliverables as further detailed in the scope of services section:

Outline of Services

Basic Services shall include the following 8 tasks:

<u>Task 1 STAKEHOLDER AND PUBLIC ENGAGEMENT:</u> Development of stakeholder engagement plan with regular steering committee meetings, public workshops, site walks, material creation, and speaking / facilitating at engagement sessions
<u>Task 2 PROJECT INITIATION / PROJECT MANAGEMENT</u> Confirm project work plan and workflow with client and project partners. Facilitate general project management tasks.
<u>Task 3 COLLECT AND SYNTHESIZE DATA AND TECHNICAL ASSESSMENTS:</u> Site investigations, initial base modeling, gather desktop data, literature review
<u>Task 4 DEVELOP RESILIENCE & RESTORATION MASTER PLAN & SITE IDENTIFICATION:</u> Develop a comprehensive document of all relevant projects and sites need to be restored and made resilient to future sea level rise and storm surge scenarios. This implementation master plan should also provide a phased approach and governance structure for future projects.
<u>Task 5 ENVIRONMENTAL WORK (CLIMATE VULNERABILITY, HABITAT ASSEMENT, SHORELINE CHARACTERIZATION):</u> Conduct a habitat assessment and geotechnical analysis to meet applicable Local, State, and Federal requirements. Establish a full list of sites and projects and narrow this list down to a selection that will move through conceptual design.
<u>Task 6 CONCEPTUAL DESIGN (NATURE-BASED SOLUTIONS, RECOMMENDATIONS, CONCEPTUAL SITE DESIGNS) & IMPLEMENTATION MASTER PLANNING:</u> Further develop conceptual design options for selected sites using nature-based solutions. Understand the needs within current permitting regulations and establish concepts for various time horizons of implementation. Develop a governance strategy for implementation, maintenance, and monitoring.
<u>Task 7 HIGH-LEVEL BENEFIT COST ANALYSIS AND FUNDING PLAN RECOMMEDATIONS:</u> Benefit cost analysis should be broken down on a site-specific basis in order to inform future grant readiness
<u>Task 8 PRODUCE FINAL REPORT & STORY MAP:</u> A final executive summary and full report of all data and findings will be produced for public consumption

Supplemental Services

Item 1 Miscellaneous Work Allowance for additional Data Collection

BASIC SERVICES

Task 1 STAKEHOLDER AND PUBLIC ENGAGEMENT

The City of Tacoma will conduct a stakeholder engagement process with technical assistance from the selected Consultant team. Engagement efforts will involve area residents, neighborhood organizations, businesses, non-profits, property owners and the list of identified stakeholders in the Project Background section. All engagement will be conducted in accordance with the City's Language Access and Communications Policies. This task is an outline of the basic engagement needs, but it should be assumed that engagement and communication components are baked into each of the other tasks below. Engagement strategies will include, but are not limited to:

1. **Regular meetings with the project team and steering committee;**
2. **Stakeholder-specific workshops and meetings;**
3. **Site walks of the study area;**
4. **Hosting two general public workshops for the community:** (1) To establish existing conditions and share the goals and scope of the project, (2) At the beginning of the design process to share with the community the list of sites that will be further studied for conceptual design showcasing preliminary alternatives being developed,
5. **Hosting one open house after the development of preferred alternatives for selected sites have been adjusted and refined based upon community and stakeholder feedback prior to the final report being published;**
6. **Development of materials with steering committee feedback.**

Task 1 Deliverables

- All inclusive engagement strategy and implementation plan that will include two public workshops (virtual or in-person) and one open house;
- Provide draft and final reports and materials for public outreach with summary documents developed for easy readability;
- Assets, such as a Project one-pager and other graphics for use by the City of Tacoma and project partners;
- All original, editable files as appropriate for future use by City of Tacoma Project Manager to distribute and use as needed for future implementation material (site maps, renderings do not apply);
- Meeting prep with Climate Resilience Manager (PM) for facilitation, agenda development and notetaking;
- Attendance at all relevant meetings and engagement activities as defined by the City of Tacoma throughout the process;
- Bi-weekly meetings with Climate Resilience Manager (PM) on progress update (may be weekly in the ramp up to deliverables or public engagement sessions);
- Minimum of 15 steering committee meetings, mostly virtual with up to 5 in-person;

Budgetary Note for Task 1 - Up to \$10,000 should be set aside in the consultant budget to go towards community stipends and food/refreshments during the public engagement process.

Task 2 PROJECT INITIATION / PROJECT MANAGEMENT

1. Initiate Project / Plan Work

- 1.1. Review scope of work plan to ensure consensus on Project methodology including using risk analysis involving property use, design solution, cost permitting and other constraints;
- 1.2. Review work plan and schedule for meeting Project objectives and completing the work scope;
- 1.3. Coordinate with City of Tacoma Project Manager to obtain copies of reference plans for site infrastructure, existing buildings and planned development; gain desktop familiarity with all available reference documents and resources;
- 1.4. Share a mutual understanding of stakeholder priorities, recommendations, and flood risk using sources such as USGS CoSMos and UW Climate Impacts Group data, probability analysis and design elevation data;
- 1.5. Share a mutual understanding of potential SLR impacts to known habitat sites and types within the study area;
- 1.6. Share a mutual understanding of performance-based evaluation criteria, goals and objectives for meeting habitat and infrastructure needs in the near, medium and long term;
- 1.7. Plan initial site investigation tasks and determine the extent of additional existing condition information needed.

2. Project Management

- 2.1. Develop, lead, write agendas and notes for all stakeholder / internal meetings
- 2.2. Develop short quarterly reports for project updates.

Task 2 Deliverable

- A final work plan with Project schedule;
- Agenda writing, note taking, meeting management tasks
- Quarterly written reports for PM to deliver to leadership teams

Task 3 COLLECT & SYNTHESIZE DATA AND TECHNICAL ASSESSMENTS

1. Literature Review & Desktop Analysis of existing resources as outlined under, but not limited to, the 'Resources' section of this document;

1.1. Additionally, Review the City of Tacoma Shoreline Inventory and Characterization Report

1.1.1. Review the report's characterization of Commencement Bay ecological processes and functions at a watershed / landscape scale, including its description of ecosystem processes that shape shoreline conditions and its description of processes that have been altered or impaired

1.1.2. Review the report's characterization of Commencement Bay ecological processes and functions at a shoreline reach scale, its determination of how existing conditions in or near the shoreline have

responded to process alterations, and its characterization of the effects of the alteration on shoreline ecological functions.

1.1.3. Review the report's characterization of Commencement Bay existing habitat conditions, including in the areas of hydrographic surveys, shoreline habitat types and connectivity, substrate, large woody debris (LWD), adjacent upland conditions, erosion, vegetation, freshwater input, kelp, marine grass, and/or forage fish populations.

1.1.4. Review the report's characterization of existing Commencement Bay built environment conditions, including in the areas of outfall locations, roadway elevations, utility locations and elevations, and shore armoring infrastructure conditions

1.2. **Review all available resources for Habitat Restoration & Nature Based Solutions Development and Climate Resilience & Vulnerability.**

1.2.1. Perform a literature review and gap analysis of ongoing data needs.

2. **Catalogue potential nature-based solutions that could be implemented within Commencement Bay**, including but not limited to restoring/replacing salt marsh habitat, soft armoring techniques, floodplain reconnection, property acquisition, restoration of kelp and eelgrass beds, wetland creation and restoration, living shorelines and habitat connectivity, shoreline vegetation and buffers, daylighting creeks and culvert replacements, low impact development and stormwater management BMPs.

2.1. Where possible, identify nature-based solutions that, in addition to providing habitat benefits, increase climate resiliency by mitigating the impacts of SLR and coastal flooding to infrastructure.

3. **Climate Vulnerability:**

3.1. Identify locations in which current conditions may have changed;

3.2. Identify locations in which future conditions are likely to change significantly due to SLR, stormwater flooding, riverine flooding, and/or groundwater flooding;

3.3. Assess and characterize sea level rise (SLR), wave run-up, storm surge, riverine flooding and groundwater projections (50-100 year) for Commencement Bay Prospective Project Sites, as documented in existing studies and tools.

4. **Habitat Assessment:**

4.1. Establish overall goals and priorities for restoration of degraded areas and impaired ecological functions;

4.2. Identify existing and ongoing projects and programs that are currently being implemented, or are reasonably assured of being implemented (based on an evaluation of funding likely in the foreseeable future), which are designed to contribute to local restoration goals;

4.3. Identify additional site-specific projects and programs needed to achieve local restoration goals, and implementation strategies including identifying prospective funding sources for those projects and programs;

Task 3 Deliverables

- Literature Review Memo
- Requests for additional resources and data gap analysis;
- Commencement Bay shoreline and habitat knowledge compilation;
- Commencement Bay Shoreline Current Conditions Assessment;
- Climate vulnerability and habitat assessment memos.

Task 4 DEVELOP RESILIENCE & RESTORATION MASTER PLAN & SITE IDENTIFICATION

1. **Comprehensive documentation of all past, present, and future resilience and restoration projects in Commencement Bay into a combined matrix**
 - 1.1. Develop a full matrix with an identified prioritization framework and methodology that will help to inform site selection
2. **Identification of 4-6 priority sites of varying size, complexity, and typology**
 - 2.1. Feasible, high priority, and/or high impact sites for climate safe habitat restoration projects along the Commencement Bay shoreline, including any existing relevant plans or studies of these sites.
 - 2.2. Feasible, high priority, and/or high impact sites for climate/sea level rise resilience and adaptation projects along the Commencement Bay shoreline, including any existing relevant plans or studies of these sites.
 - 2.3. These should be sites with high existing cultural, economic, habitat, health, and/or emergency services value with known risks and/or prior impacts from sea level rise and/or periodic coastal flooding
3. **Implementation actions / recommendations of Resilience & Restoration Plan to include:**
 - 3.1. Incorporate updated inventory data and priority restoration projects in the City Capital Facilities Program
 - 3.2. Development of an adoption plan of the CBRMP and submit to the Department of Ecology for state approval under WAC 173-26-201
 - 3.3. Ensure restoration actions are based on a meaningful understanding of current ecological conditions and projected sea level rise and flooding impacts
 - 3.4. Inform Tacoma Municipal Code to ensure that permitted developments do not cause a net loss of ecological functions and emphasize resilient nature-based solutions
 - 3.5. Recommend measures designed to restore and protect ecological functions and encourage shoreline area adaptation to climate change and sea level rise by using nature-based solutions
 - 3.6. Map layer(s) developed by the team for inclusion on City GIS applications of projected SLR, storm-surge and wave run up

Task 4 Deliverables

- Comprehensive project site list that includes information on existing conditions, site ownership, vulnerability assessments, considerations to implement, and more, via a prioritization matrix as a draft and final comprehensive spreadsheet and methodology document. This will need to be delivered as an internal tracking document and an external facing list for the final report and Story Map;
- Recommended guidelines and codes for shoreline development;
- Map layers for City GIS application;
 - ESRI map layers that overlay Prospective Project Site locations with projected sea level rise (SLR) probabilities, wave run-up, and storm surge projections

Task 5 ENVIRONMENTAL WORK (CLIMATE VULNERABILITY, HABITAT ASSEMENT, SHORELINE CHARACTERIZATION)

1. **Investigate and Assess Project Area Conditions of the 4-6 high priority sites**
 - 1.1. Inspect and document existing conditions, document utility infrastructure and building structures, evaluate capacity to meet future needs; assess probability of future improvement and replacement;
 - 1.2. Gather existing literature of the Tideflats Subarea Plan on the buildings and infrastructure for their construction type, condition and expected life cycle;
 - 1.3. Assess existing habitats for their conditions, species, and restoration needs;
 - 1.4. Gather existing geotechnical and environmental subsurface information; review existing geotechnical reports, design documents and flood protection measure documentation for development sites adjunct to the flood entry points;
 - 1.5. Inventory existing and planned transportation and maritime infrastructure; perform coastal engineering analysis of existing shoreline structures and conditions as appropriate and within budget;
 - 1.6. Identify tenant and owner efforts and plans to address climate change and coastal storm damage;
 - 1.7. Analyze knowledge gaps and gather and analyze data related to and beyond hydrographic surveys, shoreline habitat types and connectivity, substrate, LWD, adjacent upland conditions, erosion, outfalls, vegetation, freshwater input, kelp, marine grass, forage fish populations, and contamination.
 - 1.8. Any additional field work as discussed with the project team.
2. **Collect Topographic, Storm and Stormwater Drainage Data of the 4-6 high priority sites**
 - 2.1. Document topography for landscape characteristics that may affect site design and construction; perform the required land surveying as a Supplemental Service;
 - 2.2. Collect available flood inundation data and modeling as available (CoSMoS and Climate Impacts Group data)
3. **Develop updates to “Table 2. Ecological Processes, Restoration Goals and Objectives, and Associated Actions” within the [City of Tacoma Shoreline Restoration Plan](#)**
 - 3.1. Incorporate any updates to the shoreline reach designations developed in Task 3 (Commencement Bay Shoreline Characterization and Assessment Report)
 - 3.2. Update any of the ecological processes, restoration goals and objectives, and associated actions recorded in the table given any changes to existing conditions or anticipated climate risk impacts developed / discovered in Task 3
 - 3.3. Incorporate an additional table column that lists sites identified within Commencement Bay for which relevant restoration or resilience opportunities exist within the ecological process and restoration categories considered in the table.

Task 5 Deliverables

- Updated Ecological Processes, Restoration Goals and Objectives, and Associated Actions” table within the City of Tacoma Shoreline Restoration Plan;
- Updated Shoreline Inventory and Condition Assessment to be submitted to the Department of Ecology for state approval under WAC 173-26-201
- Existing conditions report of 4-6 high priority sites;
- Topographic, boundary and utility survey data for key project areas;

- GIS layers and maps associated with 4-6 high priority sites to help develop conceptual designs in the next task

Task 6 CONCEPTUAL DESIGN (NATURE-BASED SOLUTIONS, RECOMMENDATIONS, CONCEPTUAL SITE DESIGNS) & IMPLEMENTATION MASTER PLANNING

- 1. Explore all alternative strategies & evaluate the effectiveness of flood mitigation measures for the advancement of conceptual design of the 4-6 highest priority sites.**
 - 1.1. Develop alternatives analysis for each site for the purpose of ensuring grant readiness for the next phase of implementation (ie: schematic design, permitting, and construction);
 - 1.2. Develop guidance for building and infrastructure resilience adaptation and retrofits to ensure building and facilities including docking systems, ramps etc. can adapt to sea-level rise and coastal storms as needed based on the sites selected;
 - 1.3. Evaluate flood protection structural and natural, non-structural measures above the high-water mark to meet the 2100 modular design flood elevation with opportunities to address near-term flooding (2030) and build up to the 2100 DFE;
 - 1.4. Assess flood protection measures compliance with FEMA guidelines, requirements and performance standards for purposes of flood resilience grant funding;
 - 1.5. Develop design strategies using nature-based solutions that integrate flood protection infrastructure into adjacent rights-of-way and development sites and are designed to be upscale-able with an ability for increasing top of structure elevation in the long term;
 - 1.6. Evaluate interior drainage considerations;
 - 1.7. Determine if environmental soil remediation is necessary at proposed construction locations and, if so, determine the soil contamination level(s) to be factored into construction cost estimates.
- 2. Create renderings and drawings of conceptual designs for each of the 4-6 high priority sites**
 - 2.1. Delivery of graphics to represent the conceptual designs. Inclusive of site plans and renderings. Minimum of one site plan and two drawings per site.
- 3. Develop a phasing approach for the designs that address near-term and long-term flood risks**
 - 3.1. All of the strategies and design guidelines should be developed using a phased approach for implementation. A detailed timeline of when strategies and restoration goals should be implemented along the various properties will need to be developed in order to understand benefit cost analysis for each potential phase of implementation. Current designs for near-term implementation must be currently permissible.
- 4. Perform Pre-Permitting Feasibility Assessment**
 - 4.1. Develop a permitting strategy, permitting schedules, design favorability and ROM for each site (see Task 6 for more cost information)
- 5. Project, track, and report economic benefits resulting from the project for use in a benefit cost analysis as outlined in Task 7.**

6. **Deliver a governance implementation plan to help inform overall Master Plan implementation**
 - 6.1. Work with the project stakeholders to facilitate guidance on ownership of sustained implementation efforts;
 - 6.2. Submit recommendations for master plan implementation for public entities to enact, including any policy recommendations needed to advance this work;
 - 6.3. Submit recommendations for maintenance and monitoring within the governance structure.

Task 6 Deliverables

- Draft research plan and a suite of nature-based solution and appropriate locations;
- Deliver alternatives and final Conceptual design drawings and site maps for each identified site;
- Deliver a phased approach to conceptual designs and a permitting feasibility report for each site selection;
- Deliver ROM calculations for each of the 4-6 sites;
- Develop a Governance Memo with recommendations on policy, implementation, decision making & maintenance and monitoring plans of the overall Master Plan
- Economic benefits Memo of the 4-6 sites.

Task 7 HIGH-LEVEL BENEFIT COST ANALYSIS AND FUNDING PLAN RECOMMEDATIONS

1. **Develop benefit cost analysis for the 4-6 highest priority project sites**
 - 1.1. Each site will need its own BCA analysis in order to understand grant readiness requirements for the near and long-term investments in implementation;
 - 1.2. BCA should be developed using standards based on the potential funding stream, ie: FEMA BCA guidelines if a project is likely to be submitted to a FEMA grant program
2. **Develop a funding matrix and plan for the implementation of projects through schematic design, permitting, and construction.**
 - 2.1. Local, state, and federal grant matrix evaluation for what sites fit each program;
 - 2.2. Understanding of property ownership / project ownership for who will be applying to grants.

Task 7 Deliverables

- Benefit Cost Analysis for each of the 4-6 conceptual designs;
- Funding and grant matrix

Task 8 PRODUCE FINAL REPORT & STORY MAP

1. **Delivery of a final report to the Climate Resilience Manager for distribution to Project partners and the public;**
2. **Delivery of graphic assets and an editable and copyable version of materials to be used by the Climate Resilience Manager and other City staff to go after future funding for implementation.**

3. Development of a Story Map to act as an executive summary for easy access of the full project for the public.

Task 8 Deliverables

- Final Report should be all inclusive of the work that was done throughout the year of study in order to create a comprehensive look at the Project. Report outline can be modeled after the Boston Planning & Development Agency's [Dorchester Resilient Waterfront Project Final Report](#) and include the following appendices in addition to the content in the Executive Summary: Implementation Master Plan Data Set; Funding Opportunities; Cost Estimate; Benefit Cost Analysis; Critical Datums; Coastal Modeling; Permitting Evaluation; Site Survey; Literature Summaries;
- Story Map to act as a public facing Executive Summary document. Story Map can take inspiration from [City of Olympia's Sea Level Rise Adaptation Strategy](#).

SUPPLEMENTAL SERVICES

Supplemental Services require City of Tacoma written approval prior to the Consultant proceeding and include the following:

Item 1 – Miscellaneous Work Allowance \$50,000.00

(allowance is not meant to be extra fee but should fall within the outlined budget)

This allowance will include acquisition of additional resources necessary for completion of the work. Possible examples of such resources include the following:

- Bathymetric Survey;
- Hydrologic and hydraulic surveys, including stormwater reports, water depth, currents, wave heights and directions, mean tidal cycle, inundation duration period, and drainage configurations;
- In-water geotechnical survey;
- Environmental contamination issues, both in-water and upland sites (e.g., E designations); Phase I Environmental Site Analysis of publicly controlled sites

Quality Requirements

To meet the Quality Requirements, the Respondent(s) shall be required to have knowledge and experience in the following areas:

- Coastal and civil engineering services;
- Urban design and landscape design services;
- Waterfront and environmental regulations and permitting;
- Site survey and geotechnical services;
- Construction project cost evaluation;
- Coastal climate resiliency planning and related infrastructure and open space design;
- Community and stakeholder engagement and facilitation, including representing and communicating engineering and design concepts to a range of populations;
- Habitat assessment and restoration services;
- Coastal flood modeling. Specific knowledge of USGS CoSMos data;
- Tacoma's climate action and preparedness plans and related Commencement Bay planning initiatives.

3. ANTICIPATED CONTRACT TERM

The anticipated duration of the contract is for an eighteen (18) month period.

4. CALENDAR OF EVENTS

The following schedule has been established for the submission and evaluation of the SOQs and selection of the Consultant. These are tentative dates only and the City reserves the right to adjust these dates at its sole discretion.

Contract may be issued after Public Utility Board and/or City Council approval.

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

Publish and issue Solicitation:	2/24/2025
Pre-bid Meeting	3/4/2025
Pre-Submittal Questions:	3/7/2025
Response to Questions:	3/14/2025
Submittal Due Date:	4/8/2025
Submittal Evaluated, on or about:	April 2025
Interviews/presentations, on or about:	April 2025
Award Recommendation, on or about:	April 2025
Public Utility Board/City Council Approval, on or about:	April/May 2025

5. INQUIRIES

5.1 Questions should be submitted to Hailey Erichsen via email to herichsen@cityoftacoma.org. Subject line to read:

CM24-0302F – CBRMP – *VENDOR NAME*

5.2 Questions are due by 3 pm on the date included in the Calendar of Events section.

5.3 Questions marked confidential will not be answered or included.

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

5.5 The answers are not typically considered an addendum.

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

5.7 Written answers to questions will be posted along side the specifications at www.tacomapurchasing.org

6. DISCLAIMER

The City is not liable for any costs incurred by the Respondent for the preparation of materials, or a submittal submitted in response to this Solicitation, for conducting any presentations to the

City, or any other activities related to responding to this Solicitation or related to the contract negotiation process.

7. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) consisting of City staff and other stakeholders, as appropriate, shall independently evaluate the SOQs. The relative weight of each scoring criteria is indicated in the table below.

Criteria	Max Points
Qualifications/Experience of Respondent	25
Project Manager and Personnel Qualifications and Experience	25
Proposed Process, Team Availability and Anticipated Schedule	35
Client References	5
Sustainability	5
Equity in Contracting	5
Total	100

After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

- 7.1** The SAC may select one or more respondent to provide the services required.
- 7.2** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- 7.3** Part 1 of the evaluation process shall consist of the evaluation of the written Statement of Qualifications (SOQ) package submitted by each Proposer and as a result, a short list of Proposers may be invited to interview with the SAC.
- 7.4** Part 2 of the evaluation process will evaluate the interviews, if conducted, to produce a final rating. The City reserves the right to select the Consultant team directly from the SOQs (Part 1 evaluation) without conducting an interview.

8. SOQ SUBMITTAL AND GENERAL GUIDELINES

The SOQ should be submitted in PDF format. The City recommends that the Proposer's SOQ submittals be limited to no more than 150 pages (not including City of Tacoma required forms).

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

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

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and locations(s) of such identified materials. See Section 1 of the

Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure: Proprietary or Confidential Information.

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFQ, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFQ.

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

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

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

9.1 Qualifications/Experience of Respondent – 25 points

Please provide information on the Respondent's structure, qualifications and experience including:

- Names of lead persons with titles and general project responsibilities.
- Names of all sub-consultant personnel and general responsibilities.
- Corporate organizational structure showing the relationship to parent and/or subsidiary companies. If the Proposer is a subsidiary of a parent company, state when the subsidiary was formed and its place in the corporate structure of the parent company. Summary of the background and experience of the firm relative to the project under consideration.
 - Include lists of specific projects, of similar type, on which the firm and team members have had a major role together with the location, cost, and basic description of the project, start and completion dates, the names of the client, description of the firm's responsibility on the project, and the specific roles of the individuals proposed for this project.
 - Describe experience in tenant improvements.
 - Describe experience in working with customer service planning and design.
 - Describe experience working with municipal or other public agencies.
 - Describe the firm's experience/familiarity with the City of Tacoma permitting process, including building and site development permits.
 - Describe experience with sustainable design.
 - Provide a description of any special projects, awards, or other items that make the firm especially qualified for this submittal.

9.2 Project Manager and Personnel Qualifications and Experience – 25 points

Please provide the following information on the proposed project personnel and experience, which qualify them to perform the work for the project.

- **Qualifications of Project Manager**
 - Identify the project manager who will have overall responsibility for the project.
 - Include professional biographical data and/or resume outlining specific project capabilities.
- **Qualifications of the Firm's Personnel**
 - List the lead personnel, with titles, who will be primarily responsible for and involved with daily work activities.
 - Identify the responsibilities and activities of each lead person.
 - Include professional biographical data and/or resume outlining specific project capabilities.

9.3 Proposed Process, Team Availability and Anticipated Schedule – 35 points

- Describe the firm's process and/or approach to accomplishing the proposed scope of work. (full proposals for the scope of work must be included)
- Describe the firm's process for Quality Assurance/Quality Control (QA/QC).
- Confirm the availability of the firm and sufficient resources to perform the consulting services in view of the firm's current and projected workload.
- Provide level of effort and availability of the firm's project manager and lead project personnel for this project.
- Provide a conceptual project schedule for completing the consultant services.

9.4 Client References – 5 points

References shall be used to verify the accuracy of the information provided by the Proposer, which may affect the rating of the Proposer. The City reserves the right to contact references other than those submitted by the Proposer. Please provide the following:

- **Firm References**
 - Provide five (5) recent references who may be contacted concerning your firm's performance with regard to the qualifications listed in the SOQ. In listing the references, include the name of the client, mailing address, fax number, telephone number, email address, contact person, and specific work your firm provided for the client.
 - References should be listed for the PRIME consultant and sub-consultants listed.
- **Project Manager References**
 - Provide three (3) recent references who may be contacted concerning the performance of your firm's proposed project manager. Provide email address and telephone number for each reference.

9.5 Sustainability – 5 points

Provide information on your company's commitment to the environment. Include your sustainability statement and current practices. For more information, see our [Respondents Guide](#).

A. Does the Respondent have an organizational sustainability plan and/or policy?

Yes No

Provide additional information if checked "Yes," including whether it is made publicly available (provide link) and how it is communicated to employees.

B. Does the Respondent have:

- Greenhouse gas emission reduction targets? Yes No
- Energy and water conservation targets? Yes No
- Waste reduction targets? Yes No
- Toxics use reduction targets? Yes No
- Pollution reduction targets? Yes No
- Measure progress regularly and publicly? Yes No

C. How will the Respondent, through service delivery and/or their own operations during the contract period:

- Minimize greenhouse gas emissions?
- Minimize polluted stormwater runoff in Tacoma?
- Minimize waste generation?
- Minimize toxic use and/or generation?
- Minimize air pollution in Tacoma?
- Minimize resource extraction?

D. Demonstrate industry leadership across these areas? Is the Respondent an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

9.6 Equity in Contracting – 5 points

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories. Confirmation of any of the below certifications will result in all points for this category.

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

10. INTERVIEWS / ORAL PRESENTATIONS

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

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

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

If interviews are conducted, the SAC will schedule the interviews using the email address for communications provided on the signature page. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project manager and key personnel that will have direct involvement with the project and hear about their relevant experience and expertise. The City does not intend to meet with firm officials unless they are to be directly involved with the project.

Following interviews, submittals will be rescored using the same criteria as in the Evaluation Criteria Section.

11. RESPONSIVENESS

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

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

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

12. CONTRACT OBLIGATION

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

13. FORM OF CONTRACT

In event the City's Services Contract or other City Contract template is attached to this RFQ as a sample form of Contract, the City expects to utilize the Terms and Conditions contained in the sample form of Contract. Post award negotiation may occur at the discretion of the City. Respondents should clearly state exceptions to City's Standard Terms and Conditions as well as to the Terms and Conditions contained in any attached sample form of Contract and to any other portions of this RFP, including the stated Insurance Requirements. Respondents may also propose to utilize their own form of Contract and in such instances. Respondent must provide its

form of Contract as part of its submittal. City, at its sole option, will decide whether engage in negotiation on any or all proposed exceptions. City reserves sole discretion to determine the final form of Contract that will be used.

14. STANDARD TERMS AND CONDITIONS

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

15. INSURANCE REQUIREMENTS

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

16. PARTNERSHIPS

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

17. COMMITMENT OF FIRM KEY PERSONNEL

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

18. AWARD

Awardee shall be required to comply with 2 CFR part 25, and obtain a unique entity identifier and/or be registered in the federal System for Award Management as appropriate.

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

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

19. SCOPE, BUDGET, AND SCHEDULE

The selected Proposer will meet with the City to review the project scope and timeline. Based on the meeting, the selected Proposer shall submit a draft scope, budget, and project schedule to the City within five (5) business days or as directed by the City's Project Manager. The scope and budget shall include an itemized list of tasks and include estimated hours for the proposed work. The budget shall be supported by a list of hourly rates for personnel to be utilized under this contract.

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

- Durability, reusability, or refillable;
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts;
- Toxicity of products used;
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content;
- Energy and water resource efficiency;

21. EQUITY IN CONTRACTING

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

22. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

23. ADDENDUMS

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

APPENDIX A

Schedule of Fee Proposal

Resource Allocation Schedule

PROJECT NAME

Fee Schedule Breakdown

Respondent / Sub-consultant					Total Fee per Task
Function / Discipline					
Role					
Name					

Task No.	Fee per Person per Task			Total	Fee per Person per Task			Total	Fee per Person per Task			Total	Fee per Person per Task			Total	Total				
Task 1: XXXX																					
Sub-task 1																					
Sub-task 1																					
Other Services																					

Task 2: XXXX																				
Sub-task 2																				
Sub-task 2																				
Other Services																				

Task 3: XXXX																				
Sub-task 3																				
Sub-task 3																				
Other Services																				

Task 4: XXXX Sub-task 4 Sub-task 4 Other Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Task 5: XXXX Sub-task 5 Sub-task 5 Other Services	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Total Fee per Person	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Total Project Fee

PROJECT NAME

Resources Allocation Schedule Breakdown

Respondent / Sub-consultant Function / Discipline Role Name													Total Hours per Task							
Task No.	Hours per Person per Task			Total	Hours per Person per Task			Total	Hours per Person per Task			Total	Hours per Person per Task			Total				
Task 1: XXXX																				
Sub-task 1																				
Sub-task 1																				
Other Services																				
Task 2: XXXX																				
Sub-task 2																				
Sub-task 2																				
Other Services																				
Task 3: XXXX																				
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APPENDIX B

Signature Page

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 and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

Deputy/City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

APPENDIX C

Sample Contract

City of Tacoma Insurance Requirements

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:

<p>CITY: Name: Title: Address: Telephone No.: E-mail:</p>	<p>CONTRACTOR: Name: Title: Address: Telephone No.: E-mail:</p>
---	---

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: _____



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

This Insurance Requirements shall serve as an attachment and/or exhibit form to the Contract. The Agency entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise referred to as "Contractor".

1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
 - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
 - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
 - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
 - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
 - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
 - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
 - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
 - 1.4.1. An ACORD certificate or equivalent
 - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@cityoftacoma.org.
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. 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.
- 1.12. 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 changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. 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).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS



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It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage that applies to the service provided. Contractor shall provide evidence of such insurance upon City of Tacoma's request. Failure of any subcontractor to comply with insurance requirements does not limit Contractor's liability or responsibility.

3. 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.

3.1 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. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Marine General Liability Insurance

Contractor shall maintain Marine General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) in the aggregate. Products and Completed Operations shall be maintained for a period of three years following completion of work.

Marine General Liability Insurance policy cannot exclude non-owned watercraft and shall be endorsed to include:

3.2.1 A per project aggregate policy limit

3.2.2 Personal/Advertising Injury

3.2.3 Contractual Liability-Railroad using ISO form endorsement CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way

3.3 Protection and Indemnity Insurance

Contractor shall maintain Protection and Indemnity Insurance with limits of liability not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate. This insurance must cover all claims with respect to injuries or damages to persons or property, arising out of the use, operation or ownership of boats, ships, or vessels.

3.4 Aircraft General Liability Insurance

Contractor shall maintain Aircraft Liability Insurance, with annual limits of not less than Ten Million Dollars (\$10,000,000) per occurrence for manned aircraft, and not less than One Million Dollars (\$1,000,000) per occurrence for unmanned aircraft protecting against claims for damages in all cases where any aircraft is used on the project that is owned, leased, or chartered by any Contractor or Subcontractor of every tier.

If any aircraft are leased or chartered with crew and/or pilot, evidence of non-owned aircraft liability insurance will be acceptable but must be provided before use of the aircraft. The City of Tacoma shall be additional insured with respect to liability arising out of the project for any acts,



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errors, or omissions of any Contractor or Subcontractor of every tier, whether occurring on or off the site. For the operation of unmanned aircraft, the CG 24 50 ISO endorsement to the ISO Commercial General Liability policy or equivalent may be used.

3.5 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. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.6 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. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.6.1 Longshore and Harbor Workers' Compensation Act

Contractor shall provide proof of insurance coverage in compliance with the statutory requirements of the U.S. Longshore and Harbor Workers' Compensation Act (administered by the U.S. Department of Labor). Contractor shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability arising from failure to maintain such coverage.

3.6.2 Jones Act

Contractor shall maintain insurance coverage for seamen injured during employment resulting from negligence of the owner, master, or fellow crew members in compliance with the statutory requirements of the Jones Act (46 U.S.C Section 688). Contractor shall ascertain if such insurance is required and, if required, shall maintain insurance in compliance with this Act. Contractor is responsible for all civil and criminal liability arising from failure to maintain such coverage.

3.7 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.

3.8 Professional Liability Insurance or Errors and Omissions

For contracts with professional licensing, design, or engineering services. 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. Contractor shall maintain this coverage for Two Million Dollars (\$2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.9 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



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required herein.

3.10 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 by 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 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).

3.11 Railroad Protective Liability Insurance

Contractor shall maintain Railroad Protective Liability coverage with limits of Two Million Dollars (\$2,000,000) per occurrence and Six Million Dollars (\$6,000,000) in the aggregate during the term of the Contract if Contractor's work will involve working on, above, under or being within Fifty (50) feet of City of Tacoma railroad right of ways. The policy must be issued on a standard ISO form CG 00 35 (04-13), or equivalent, with City of Tacoma as a named insured (not named as an additional insured) and shall include Limited Seepage, Pollution Endorsement and Evacuation Expense Coverage Endorsements.

3.12 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.

3.13 Other Conditions

Contractor will be responsible to comply with all specific insurance requirements associated with any highway or rail crossings, e.g., Washington State Department of Transportation (WSDOT), Burlington Northern Santa Fe Railway (BNSF), and Union Pacific Railroad (UPRR).