



City of Tacoma, WA

**TACOMA POWER GENERATION
REQUEST FOR PROPOSAL
FISH HABITAT PROGRAM MANAGEMENT & SUPPORT
SPECIFICATION NO. PG25-0001F**



**City of Tacoma
Tacoma Public Utilities/Generation**

**REQUEST FOR PROPOSALS PG25-0001F
Fish Habitat Program Management & Support**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, March 4, 2025

Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

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 [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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 not be held.

Project Scope: This contract will provide services to assist Tacoma Power's Natural Resources staff with aquatic habitat program management and support services.

Estimate: \$2,500,000

Paid Sick Leave: The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and 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 Ryan Foster, Senior Buyer by email to rFoster1@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.

Table of Contents

SUBMITTAL CHECK LIST 5

1. BACKGROUND 6

2. MINIMUM REQUIREMENTS 7

3. SCOPE OF SERVICES AND DELIVERABLES..... 7

4. CONTRACT TERM..... 7

5. CALENDAR OF EVENTS 7

6. INQUIRIES 8

7. PRE-PROPOSAL MEETING..... 8

8. DISCLAIMER..... 8

9. EVALUATION CRITERIA..... 9

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

11. INTERVIEWS / ORAL PRESENTATIONS.....12

12. RESPONSIVENESS12

13. ACCEPTANCE / REJECTION OF SUBMITTALS.....12

14. CONTRACT OBLIGATION.....13

15. STANDARD TERMS AND CONDITIONS.....13

16. INSURANCE REQUIREMENTS.....13

17. PARTNERSHIPS13

18. COMMITMENT OF FIRM KEY PERSONNEL13

19. AWARD.....14

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT14

21. PROPRIETARY OR CONFIDENTIAL INFORMATION.....14

22. ADDENDUMS15

23. LEAP REQUIREMENTS15

24. EQUITY IN CONTRACTING15

APPENDIX A16


APPENDIX B20

APPENDIX C23

SUBMITTAL CHECK LIST

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

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

The following items make up your submittal package:	
One electronic copy sent by email in pdf format. Maximum file size: 35 MB. Multiple emails may be sent for each submittal.	
Signature Page (Appendix A)	
Record of Prior Contracts (Appendix B)	
Content To Be Submitted (Section 10)	
After award, the following documents will be executed:	
Services Contract (Appendix C)	
Certificate of Insurance and related endorsements (Appendix C)	

1. BACKGROUND

The City of Tacoma (City), Department of Public Utilities, Light Division (dba Tacoma Power) is soliciting proposals from qualified firms to assist implementation of Federal Energy Regulatory Commission (FERC) projects. Selected respondents will assist Natural Resources staff with fish habitat program management and support.

Tacoma Power owns and operates hydroelectric projects on four western Washington rivers, the Cowlitz, Nisqually, North Fork Skokomish, and Wynoochee, and owns power transmission and distribution infrastructure throughout its service area. Although each of the hydroelectric projects operates under its own license, all the licenses are focused on protecting and enhancing the aquatic and terrestrial resources included within each hydro projects' boundaries and in some cases, downstream areas affected by dam operations.

Each of the hydroelectric projects has its own suite of natural resource opportunities. The intent of Tacoma Power's natural resource actions is to retain and restore aquatic and terrestrial species and their associated habitats.

Cowlitz Project

Broad population and habitat assessments are supported by Tacoma Power's monitoring and evaluation programs along the Cowlitz River above and below the hydroelectric projects. These activities provide information that feeds into adaptive management plans intended to protect and restore Cowlitz River fish habitat and populations. Much of this work is overseen by a technical committee comprised of federal, state and tribal biologists.

Cushman Project

At the Cushman project, Tacoma Power has restored normative flow patterns into the North Fork Skokomish River and monitored the impacts to riverine and floodplain habitat since 2012. Extensive field studies have quantified the habitat and geomorphic conditions over time and identified potential habitat protection and restoration actions with guidance from a technical committee made up of federal, state and tribal biologists.

Nisqually Project

At the Nisqually Project, Tacoma Power owns and operates the Alder and LaGrande dams. No anadromous access exists above LaGrande Dam. Therefore, Tacoma Power's focus is on supporting healthy habitat for anadromous fish and other aquatic species within and downstream of the project boundary. Several mitigation actions are planned to supplement sediments and large woody debris to reaches downstream of the LaGrande Dam. Activities are overseen by a technical committee that includes federal, state and tribal biologists.

Wynoochee Project

At the Wynoochee Project, Tacoma Power operates a fish collection facility two miles downstream of the dam to facilitate fish passage. Salmon and steelhead are collected and hauled either five miles upstream to be released into the river to spawn or transported to the

Lake Aberdeen Hatchery for broodstock. Each spring, power generation is suspended for 77 days to allow smolt passage through the turbine outlets.

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

The City anticipates awarding up to three task-based contracts. Individual task orders will be issued on an as-needed basis, with each task order requiring City approval prior to work commencing. The total combined contract amount is anticipated not to exceed \$2,500,000 over the five-year term. Individual task orders are expected to range from \$10,000 to \$300,000, with most falling between \$50,000-\$150,000. All services will be assigned through individual Task Orders using the Task Order Authorization Form, with scope, schedule and budget defined within each Task Order. The contract term will be five years.

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

2. MINIMUM REQUIREMENTS

Responses to this RFP must include qualifications to address the subject area; characterization of rates for each labor, equipment and business operation category; and provide a scope, schedule and budget for an example project which may or may not be considered under this contract at a future date.

3. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select up to three consultants based on the qualifications and abilities of the firm and key project individuals to assist Tacoma Power's Natural Resources staff with aquatic habitat program management and support services.

Services will include habitat assessment, habitat characterization, habitat model development, restoration project management and implementation, and administrative support. These services will support ongoing and/or upcoming license implementation needs at Tacoma Power's hydroelectric projects on the Cowlitz, Cushman, Nisqually, and Wynoochee rivers.

Work will be assigned through individual Task Orders with defined scopes, schedules and budgets. Detailed descriptions of specific tasks and subtasks are provided in the Technical Specifications section of this RFP.

4. CONTRACT TERM

The contract will be for a five-year period with the option to extend by mutually agreed written and executed Amendment. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

5. CALENDAR OF EVENTS

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

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

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

Publish and issue RFP:	2/6/2025
Pre-Submittal Questions:	2/18/2025
Response to Questions:	2/21/2025
Submittal Due Date:	3/4/2025
Submittal Evaluated:	March 2025
Interviews/presentations, on or about:	March 2025
Award Recommendation:	March 2025
Public Utility Board/City Council Approval:	May 2025

6. INQUIRIES

6.1 Questions should be submitted to Ryan Foster via email to rfoster1@cityoftacoma.org.
Subject line to read:

PG25-0001F – Fish Habitat Program Management & Support – *VENDOR NAME*

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

6.2 Questions marked confidential will not be answered or included.

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

6.4 The answers are not typically considered an addendum.

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

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

7. PRE-PROPOSAL MEETING

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

8. DISCLAIMER

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

9. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals. The relative weight of each scoring criteria is indicated in the table below.

Criteria	Max Points
Firm's Experience and Qualifications	20
Fees and Charges / Method of Billing / Hourly Rates	15
Past Experience	10
Principal Investigator's Experience	15
Qualifications/Experience of Key Staff	10
Project Approach and Understanding of Project Scope	10
Client References	10
Sustainability	5
Equity in Contracting	5
Total	100

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

- 9.1** The SAC may select one or more respondent to provide the services required.
- 9.2** The City reserves the right to visit facilities of selected Respondents for the purpose of evaluating personnel resources, equipment availability, and ability to successfully perform the required habitat assessment, monitoring, and restoration work.
- 9.3** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- 9.4** A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

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

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

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

10.1 Firm's Experience and Qualifications – 20 points

Describe your company's experience and qualifications associated with their ability to provide fish habitat assessment, characterization, modeling, and restoration services.

10.2 Fees and Charges / Method of Billing / Hourly Rates – 15 points

Provide the method of billing and hourly rates for each staff level. Include a sample invoice to show the method of billing for a sample project.

10.3 Past Experience – 10 points

Describe past experience with similar projects (minimum of five similar projects).

10.4 Principal Investigator's Experience – 15 points

Provide resume and describe the experience of the principal investigator to be committed to working on the project (minimum of ten years' experience).

10.5 Qualifications / Experience of Key Support Staff – 10 points

List key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the agreement. Include brief resumes outlining relevant experience.

10.6 Project Approach and Understanding of Project Scope – 10 points

Provide a response to the example service request describing your understanding of the project, scope of work, and preliminary ideas for carrying out the tasks and providing deliverables.

10.7 Client References – 10 points

Provide three client references able to verify the firm's overall expertise for this type of work. The references must have worked with the firm within the last year. Provide complete information such as name of company, contact person, address, phone number, and email address. For more information, see our [Respondents Guide](#).

10.8 Sustainability - 5 Points

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

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.

10.9 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)

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

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

12. RESPONSIVENESS

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

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

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

13. ACCEPTANCE / REJECTION OF SUBMITTALS

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

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

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

14. CONTRACT OBLIGATION

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.

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

15. STANDARD TERMS AND CONDITIONS

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

16. INSURANCE REQUIREMENTS

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

17. PARTNERSHIPS

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

18. 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.

19. AWARD

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

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

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. 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.

22. 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.

23. LEAP REQUIREMENTS

This project has no LEAP requirements, however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

24. 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](#).

APPENDIX A

Fish Habitat Program Scope of Work & Specifications

FISH HABITAT PROGRAM SCOPE OF WORK & SPECIFICATIONS

AQUATIC HABITAT – PROGRAM MANAGEMENT AND SUPPORT

Service in Aquatic Habitat includes subject areas in: 1) habitat assessment 2) habitat characterization, 3) habitat model development, 4) restoration project management and implementation, and 5) administrative support. Each of these subcategories will serve to support ongoing and/or upcoming license implementation needs for Cowlitz, Cushman, Nisqually and Wynoochee Projects.

1. Habitat Assessments Description:

Complete river and lake/reservoir habitat assessments, including field and remote sensing data collection, analysis, QA/QC, and report drafting. The focus of the assessments is to survey species-specific habitat requirements and provide recommendations or answers to specific questions. The surveys can be single or a combination of specific physical, biological or chemical habitat characteristics, including but not limited to substrate composition; pool and riffle abundance; wood abundance; channel morphology and lake bathymetry, flow and volume; wetland conditions; aquatic and riparian vegetation; water quality; or macroinvertebrate communities. Most assessments will focus on pacific salmon habitat.

Assumptions:

- Tacoma Power will work with landowners to obtain access permission to aquatic habitat
- Respondent may provide support to affected parties and committees, including preparing and delivering presentations on project details, timelines, approval processes, and ongoing updates as needed
- The respondent will supply all resources needed to complete the assessments. Although some field involvement by Tacoma Power staff is possible, it should not be expected
- Any collected data is co-owned

Example Deliverables:

- Draft report available for comments
- Final report including copy of all data collected and proof of applied QA/QC procedures

2. Habitat Characterization and Prioritizations

Description:

Complete habitat characterization and prioritization at multiple spatial scales, from watershed-level assessments to reach-scale and site-specific analyses. The characterization and prioritizations may synthesize findings from assessments described in service 1 (Habitat Assessment) with existing salmon biology, stock information, and basin-wide fish, habitat and land use data. Results guide salmon habitat improvement initiatives led by Tacoma Power and partners across the Cowlitz, Cushman, Nisqually and Wynoochee systems.

Assumptions:

- Sufficient historical data is available
- Habitat assessments will sufficiently address data gaps

Example Deliverables:

- A variety of deliverables could be required from minor technical memos and single maps, to large reports and functional restoration and protection program databases or geodatabases

3. Habitat Model Development

Description:

The Skokomish and Cowlitz watersheds involve fisheries programs with re-introduction strategies into habitat that has been underutilized for decades. As fish management strategies are developed, characterization of habitat status and trends will be critical in understanding limiting factors and determining management priorities. Models may be developed so that updated data regarding the environment, species composition, life history information, and species-habitat rules can be incorporated as necessary.

Assumptions:

- Data used to populate the models will be provided by Tacoma Power
- If additional information is required it will be collected through additional tasks under this or other contracts

Example Deliverables:

- Habitat model update for North Fork Skokomish River
- Habitat model update for Upper Cowlitz River

4. Habitat Restoration Project Management and Implementation

Description:

Manage and coordinate all aspects of implementing aquatic habitat restoration projects, including implementation, effectiveness and validation monitoring, with guidance from Tacoma Power's staff. This includes managing and oversight of the processes of design, permitting, and construction, and assisting Tacoma Power with lead landowner, committee, and other stakeholder negotiations.

Assumptions:

- Basic concept and funding of restoration projects are specified and provided by Tacoma Power or the license stakeholder groups

- Restoration projects are medium-scaled projects that are generally implemented within 1 to 3 construction seasons
- Tacoma Power will be deeply involved throughout the project including Tacoma Power biologist, engineers, surveyors, and license coordinators

Example Deliverables:

- Draft and final design plans
- Regular updates
- Regulatory permits
- Completed on-the-ground project
- Post project monitoring and reporting
- Final project report

5. Administrative Support

Description:

Provide a variety of administrative support functions of aquatic habitat program activities by Tacoma Power Natural Resources. Examples include: assisting with real estate transactions for habitat protection land purchases or transfers, technical and editorial editing of program reports or presentations, GIS support, permitting, and others.

Assumptions:

- Task specific support on short-term basis provided

Example Deliverables:

- Task specific

APPENDIX B

Signature Page

Record of Prior Contracts

SIGNATURE PAGE

**CITY OF TACOMA
Tacoma Public Utilities/Generation**

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

**REQUEST FOR PROPOSALS SPECIFICATION NO. PG25-0001F
Fish Habitat Program Management & Support**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

Addendum acknowledgement #1 _____ #2 _____ #3 _____ #4 _____ #5 _____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

RECORD OF PRIOR CONTRACTS

NAME _____ **ADDRESS** _____

Type of Work _____ **Specification No.** _____

Beginning Date	Completion Date	Contract With	Contact Person Phone #	Amount of Contract

Remarks: _____

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:

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

20. Termination

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

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

21. Suspension

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

22. Taxes

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

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

23. Licenses and Permits

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

24. Indemnification

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

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

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

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

25. Title 51 Waiver

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

26. Insurance

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

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

27. Nondiscrimination

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

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

28. Conflict of Interest

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

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

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

30. Public Disclosure

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

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

31. Confidential or Proprietary Records Must be Marked

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

32. Duty of Confidentiality

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

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

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

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

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

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

33. Approval for Release of Information Related to Contract

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

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

34. Dispute Resolution

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

35. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries

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

Waiver

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

Severability and Survival

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

Entire Agreement

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

Modification

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

Direct Solicitation and Negotiation

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

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

CITY OF TACOMA:
By:

CONTRACTOR:
By:

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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)

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

3.3 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 Charterers Legal Liability

Contractor shall maintain Charterers Legal Liability with limits not less than One Million Dollars (\$1,000,000) each occurrence and One Million Dollars (\$1,000,000) in the aggregate to cover damage to City of Tacoma owned boats while in the care, custody or control of Contractor as well as cover claims for bodily injury or property damage caused to third parties.

3.5 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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Tacoma shall be additional insured with respect to liability arising out of the project for any acts, 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.

3.6 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.

3.7 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.

3.8 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.

3.9 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.

3.10 Excess or Umbrella Liability Insurance

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

3.11 Pollution Liability Insurance

Contractor shall maintain Pollution Liability or Environmental 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. Coverage shall include investigation and defense costs for bodily injury and property damage, loss of use of damaged or destroyed property, Natural Resource Damage, and Hazardous Substance Removal. Such coverage shall provide both on-site and off-site cleanup costs, cover gradual and sudden pollution, and include in its scope of coverage the City of Tacoma damage claims for loss arising out of Contractor's work.

3.12 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor,



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

3.13 Inland Marine (Cargo) Insurance

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

3.14 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.

3.15 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).