



City of Tacoma, WA

TPU FLEET SERVICES

REQUEST FOR PROPOSAL

CARDLOCK, MOBILE FUEL AND CAR WASH SERVICES

SPECIFICATION NO. UF25-0106F



**City of Tacoma
TPU Fleet Services**

**REQUEST FOR PROPOSALS UF25-0106F
Cardlock, Mobile Fuel and Car Wash Services**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 29, 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:

By Email:

sendbid@cityoftacoma.org

Maximum email size including attachments: 35 MB.
Multiple emails may be sent for each submittal.

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.

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

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 not be held.

Project Scope: Provide mobile, and/or cardlock fueling services to the City of Tacoma and Tacoma Public Utilities departments as needed.

Estimate: \$34,000,000

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 Ryan Foster 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.


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SUBMITTAL CHECK LIST

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

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

The following items make up your submittal package:	
One electronic copy sent by email in pdf format. Maximum file size: 35 MB. Multiple emails may be sent for each submittal	
Signature Page (Appendices)	
Price Proposal Form (Appendices)	
Information in Section 10 (Content To Be Submitted)	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements if required	

1. BACKGROUND

The City of Tacoma/Tacoma Public Utilities is seeking proposals from qualified firms to provide cardlock, mobile fuel and car wash services for City of Tacoma and Tacoma Public Utilities locations as needed.

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

The City anticipates awarding one or more service providers who can provide these services as required. There will be a dedicated contract for Tacoma Public Utilities/Fleet Services and one for Public Works/Fleet Division. Each contract will be approved by the appropriate Contract Board.

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

Vendor must have a physical office location within 30 miles of the City of Tacoma. Vendor must have 24 hour customer service assistance available.

3. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a consultant based on qualifications and abilities of the firm and key project individuals. Contract(s) to provide mobile, cardlock fueling and car wash services to the City of Tacoma and Tacoma Public Utilities departments as needed

4. CONTRACT TERM

The contract will be for a five-year period with the option to renew the contract 2 additional one-year terms. 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:	4/10/2025
Pre-Submittal Questions:	4/17/2025
Response to Questions:	4/21/2025
Submittal Due Date:	4/29/2025
Submittal Evaluated:	May 2025
Award Recommendation:	May 2025
Public Utility Board/City Council Approval:	June 2025

6. INQUIRIES

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

UF25-0106F – CARDLOCK, MOBILE FUEL AND CAR WASH SERVICES – *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
Ability and Capacity	40
Price	25
Experience and History	15
Knowledge - Experience	10
Sustainability	5
Equity in Contracting	5
Credit Card Acceptance	0
Contract Exceptions	0
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 determining whether the Respondent can fulfill the contract requirements.
- 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 a maximum of 10 pages, double-sided, or 20 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

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

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

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, or not in conformity with law, may be rejected as being non-responsive. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP. Respondents who submit CFN locations instead of filling in the proposal pages or each cardlock facility will be considered non responsive.

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

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

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

10.1 Ability and Capacity– 40 points

- Capacity of the supplier to provide the product and services per the specification.
- Compliance with City requirements in Specification.
- Completeness of Proposal.
- Ability, capacity, organization, technical qualifications, and skill to perform the contract or provide the services required.
- Readiness of supplier's computer system to provide required data for City's SAP computer system.
- Distance from various City locations to fueling sites.
- Availability of optional fuels and services as well as cardlock facility amenities.
- R99 renewable diesel ASTM D975 certified.
- Suppliers testing process for R99 renewable diesel.
- Assured source of supply.
- APACT credits.
- Availability of cardlock fueling with appropriate ingress and egress for large trucks within 1 mile of the intersection of S 35th & S. Union Streets.
- Availability of R99 and or E85 cardlock pumps near S 35th & S Union.
- Availability of R99 near Puyallup & Portland Avenues.
- All other elements or factors that would affect the final cost and the benefits to the City.

10.2 Price – 25 points

- Bid Margin and prices
- Discount or markup
- City Administrative costs, such as card management fees

10.3 Experience and History – 15 points

- Experience and technical competence of supplier.
- References, judgment, experience, efficiency, and stability.
- Quality of performance of previous contracts of services.

10.4 Knowledge - Experience – 10 points

- Technical competence of supplier with projects of similar scope and complexity.

10.5 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.

10.6 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)

10.7 Credit Card Acceptance – 0 points

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

10.8 Contract Exceptions – 0 points

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

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 / GENERAL PROVISIONS

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 Appendices.

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
TECHNICAL PROVISIONS & RESPONSE DOCUMENT FOR
MOBILE FUELING SERVICE

Notice: Failure to comply with the below requirements may result in disqualification of the proposal.

If additional space is required to fully explain non-compliance, attach additional typed page(s) to your bid with the section and item number you are taking exception to along with your explanation.

1. CITY OF TACOMA MOBILE FUELING STATIONS

- A. The City requires mobile fueling at the following locations and will assign a different contract number to each. Additional locations within the city limits may be added by the City on an as needed basis at the quoted price margin.
1. Tacoma Public Utilities, 3628 South 35th Street (Rear), Tacoma, WA 98409.
 2. Public Works/Fleet Division for Solid Waste Management at Landfill, 3510 South Mullen Street, Tacoma, WA 98409.

2. MOBILE FUELING SERVICES

- A. Each City location identified in Item 1 of Appendix A has different mobile fueling service requirements as follows:
1. Tacoma Public Utilities: The vendor shall perform mobile fueling between the hours of 5:00 P.M. and 12:00 A.M., Monday through Friday, five days per week.
 2. Public Works/Fleet for Solid Waste Management at Landfill: The vendor shall perform mobile fueling between the hours of 5:00 P.M. and 11:00 P.M., Monday through Friday, five days per week, including all holidays except Independence Day, Thanksgiving, Christmas, and New Year's Day. In addition, the vendor shall perform mobile fueling on the Saturday following stated holidays as they are regular workdays for Solid Waste.
 3. The City shall pay for fuel dispensed to vehicles and equipment at their site. The City shall not be obligated to pay for mobile fuel that is not dispensed to their vehicles and equipment.
- B. Separate account numbers are required for each mobile fueling location so vendor can provide separate electronic and hard copy transaction billing files for each location specified in Item 1.

3. ESTIMATED USAGE

- A. The primary fuel to be delivered is R99 renewable diesel. If R99 is not available, defective, or out of price threshold, the City will authorize vendor to deliver Ultra Low Sulfur Diesel (ULSD).
- B. Tacoma Public Utilities: Annual usage is estimated at 115,000 gallons.
- C. Public Works/Fleet Division for Solid Waste Management at Landfill: Annual usage is estimated at 360,000 gallons.

Estimated usage data as stated herein shall not bind the City to the purchase of said quantities. Usage estimates are based strictly upon past historical data and may not reflect future requirements.

4. ELECTRONIC SCAN SYSTEM

- A. Electronic Scan System: Vendor shall provide and install an electronic scan system to label each vehicle and track information designated in Item 5.

5. VENDOR'S COMPUTER SYSTEM

- A. The vendor shall provide the City with electronic fueling transaction data in Excel format below via electronic media, i.e., email, download from website. True "level 3" data is required. The characters shall be coded per the key, no variation. Equip # is the City vehicle #, Meter is the odometer reading, and Location is a code indicating the mobile fueling location of this transaction. Mobile Fueling vendor is not expected to read vehicle odometer but shall set up computer system to include that field.

EXTERNAL Template (Excel file) - use for Cardlock / Mobile Fuel files:

Equip #	Fuel Type	Trx Date	Trx Time	Meter	Qty	Unit Price	Location
(7 Characters)	(2 Characters)	(YYMMDD)	(HHMMSS)	(7 Characters)	(999.999)	(999.9999)	(6 Characters)
7110020	02	110810	111100	0000575	005.000	001.2200	001155

The coding for the Fuel / Item Types are as follows:

01 – Diesel	08 – Natural Gas
02 – Unleaded, E10	41 – Premium Diesel
03 – Propane	45 – Ultra Low Sulfur Diesel
04 – Unleaded	71 – Mobile Diesel
05 – Mid Unleaded	06 – Premium Unleaded
80 – Car Wash	99 – Renewable Diesel (R99)
7 – Oil	(Two digit number to be advised) – E85 Ethanol or other alternative fuel

- B. The four (4) different activity types (Fuel CardLock, Fuel Mobile, Misc Service-Oil, Misc Service-Car Wash) for each organization must be submitted in separate files and follow the file naming convention as indicated below:

File Name	= Location	= Description
COTyymmddExt-Fuel CardLock.xls	GS Fleet	External - Cardlock Fuel
COTyymmddExt-Fuel Mobile.xls	GS Fleet	External - Mobile Fuel
COTyymmddMiscServ-Oil.xls	GS Fleet	External - Misc Services - Oil (from Cardlock sites)

COTyymmddMiscServ-CW.xls	GS Fleet	External - Misc Services - Car Wash
TPUyymmddExt-Fuel Cardlock.xls	TPU Fleet	External - Cardlock Fuel
TPUyymmddExt-Fuel Mobile.xls	TPU Fleet	External - Mobile Fuel
TPUyymmddMiscServ-Oil.xls	TPU Fleet	External - Misc Services - Oil (from Cardlock sites)
TPUyymmddInt-Fuel.xls	TPU Fleet	Internal – Bulk Inventory Fuel (from outlying sites)

**The DATE in the file name should be the file creation date (which should be equal to the last date of transactions in the file).

- C. Electronic reporting and a hard copy invoice of fuel transactions shall be provided at a minimum interval of weekly based on the following schedules:

Tacoma Public Utilities, 3628 S 35th St, Tacoma WA 98409 requirements: Weekly on Monday, provide an electronic file that includes all transactions for Monday, Tuesday, Wednesday, Thursday and Friday of the previous week. Hard copy invoices specified in Item 5 below should accompany file the same day.

Public Works/Fleet Division, 3639 S Pine St, Tacoma WA 98409 requirements: Once a week, on the same day each week, for transactions through each Sunday and at the end of the month for any remaining days. Hard copy invoices specified in Item 5 below should accompany files the same day.

- D. Vendor shall have the ability to provide a reporting format which details all pertinent information for each vehicle fueled by the mobile fueling vendor (as specified in this Item 5).
- E. Vendor shall provide electronic file of individual transactions in a City-specified Excel file format (template available), containing the following information. Mobile fueling vendor is not expected to provide odometer reading, but shall set up report with column for that information:

Vehicle Number	Type of Fuel
Date and Time of Day	Odometer Reading
Fuel Quantity in Gallons	Oil Quantity
Car Wash Quantity	Price per Gallon of Fuel
Oil Unit Price	Car Wash Unit Price
Fueling Facility Location Number	

- F. Vendor shall provide hard copy invoices that shall include the following required information. Vendor shall ensure that all City-required information is clearly listed on all invoices. Invoices shall list totals of transactions by vehicle as well as a listing of totals by day and a grand total that includes the number of gallons purchased and total cost. Invoices shall also include a summary listing of fuel purchases by fueling facility location.

Fueling Facility Location Description	Total Fuel Quantity
Employee Number	Total Fuel Dollar Amount
Vehicle Number	Total Oil Quantity
Account Number	Total Oil Dollar Amount
Date and Time of Day	Total Other Amounts Charged
Odometer Reading	Total State Excise Tax Amount
Fuel Quantity in Gallons	Less Allowable Discounts (if applicable)
Type of Fuel	Net Amount Due
Price per Gallon of Fuel	Car Wash Quantity
Extended Fuel Dollar Amount	Total Car Wash Quantity
Oil Quantity	Total Car Wash Cost
Oil Unit Price	Replacement Card Quantity
Car Wash Unit Price	Replacement Card Unit Price
State Excise Tax Amount	Total Replacement Card Quantity
Total Replacement Card Cost	

- G. Vendor shall provide summary reports by vehicle number to Tacoma Public Utilities/Fleet Services and Public Works/Fleet for a time period to be specified by each department i.e., weekly, monthly, quarterly, annually or as requested.
- H. Vendor shall have the ability to extract and account separately for State Excise Tax.
- I. In the event of an interruption of service within the electronic sales system, vendor shall have an alternate method for manual processing of purchase invoices with the required information identified in Items 5. Liquidated damages may apply.

6. REGULATIONS

- A. Vendor shall comply with all applicable laws, ordinances, rules, regulations and standards relating to mobile fueling services delivered under this agreement. Vendor agrees to indemnify and hold the City harmless from all damages, penalties and fines assessed against the vendor as a result of vendor's failure to comply with the applicable laws, ordinances, rules, regulations and standards thereunder and for the failure of the items furnished under this order to so comply.
- B. The vendor shall comply with Tacoma Municipal Code 3.10 and Ordinance 26389 for mobile fueling. Upon City request, the City and the vendor shall attend meetings to discuss the procedures for mobile fueling and shall make changes as appropriate.

- C. Idling Prohibited: Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City for more than three minutes. The City requires suppliers to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when a vehicle is making deliveries and associated power is necessary; when the engine is used to provide power in another device, and if required for proper warm-up and cool-down of the engine. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions. The City intends to improve air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices. (Per Policy 3.03)
- D. The vendor shall be responsible for fuel spillage attributable to their negligence that may occur during transit or during mobile fueling operations, and shall immediately report it to the designated City officials, and other agencies as required by law. Vendor accepts full responsibility for any and all spillage/overflow cleanup. Upon failure to perform proper cleanup, the City may take corrective action and back charge the vendor for all related cleanup costs.
- E. If awarded this contract, the vendor shall supply the City with a copy of their spill notification and response plan prior to commencing service to the City. All fuel provided by the vendor shall be free from impurities including but not limited to water, dirt, harmful oils, fibrous materials, and other petroleum products or contaminants. In case of damage directly traceable to contamination, the vendor shall be responsible for all damage and costs incurred by the City.
- F. All R99 renewable diesel fuel provided by the vendor shall meet ASTM D975. In case of damage directly traceable to product failures in the product or supply chain, the vendor shall be responsible for all damage and costs incurred by the City, including liquidated damages.
- G. Where and how is the R99 renewable diesel manufactured?

Describe _____

- H. All R99 renewable diesel fuel provided by the vendor shall have passed all tests to ASTM D975 standards. Describe your testing process in detail. The test results for every delivery shall be emailed to:

Patty Gillingham
 Lisa Haider

Tacoma Public Utilities
 PW/Fleet Div for Landfill

pgilling@cityoftacoma.org
lhaider@cityoftacoma.org

Describe: _____

 Describe: _____

7. FUEL AVAILABILITY

- A. Vendor guarantees that the City of Tacoma's vehicles and equipment will receive first priority for available fuel in the case of emergencies, shortages or rationing, as per Federal regulations. Describe how you will accomplish this.

Describe _____

- B. Vendor shall maintain a sufficient fuel supply of good quality All R99 renewable diesel for this contract at all times and shall not substitute 100% ULSD for All R99 renewable diesel unless authorized by the City. Describe how you will assure the supply of R99 renewable diesel.

Describe _____

- C. Vendor may provide one (1) EPACT credit for each 2,000 gallons of 100% ULSD dispensed in place of R99 via mobile fueling rather than pay monetary liquidated damages. Describe process and/or offer alternate solutions that allow the City to satisfy EPACT mandates.

Describe: _____

- D. The vendor shall establish and maintain a 24-hour-per-day continuously operational communications notification system through which the City may communicate with the vendor during emergencies. Written instruction in this procedure shall be provided to the City within fifteen (15) calendar days after receipt of notification of contract award.

- E. The vendor may charge a reasonable service charge for such emergency deliveries, in addition to normal product charges and bid margins, based on the nature of the emergency and the extent of additional costs incurred. Vendor shall provide price to City at time of emergency delivery request.

Describe: _____

- F. Vendor shall ensure that fuel can be obtained in case of computer failure.

8. FUTURE OPTIONS

- A. At the City's discretion and if in its best interest, at some future date during the life of the contract, with 60 days advance notice, the vendor agrees to provide newly offered alternative fuel, at the

same contracted price margin, terms and conditions, as they are providing R99 renewable diesel, or as otherwise agreed upon terms to be determined.

- B. At the City's discretion and if in its best interest, at some future date during the life of the contract, the vendor is willing to discuss and negotiate the price per gallon, terms and conditions under which they would provide the mobile fueled R99 renewable diesel or ULSD at a firm, fixed price per gallon for a negotiated time period. Vendor shall describe scenarios under which this might be accomplished.

Describe: _____

9. BID MARGINS AND BASE PRICE CHANGES

- A. The bid margin, a maximum of four (4) numbers to the right of the decimal point on a dollars/gallon basis, shall be the vendor's markup cost over the average daily OPIS price per gallon. The bid margin shall include all vendors' costs over the base price of fuel including but not limited to, transaction cost, delivery/freight, accounting fees, testing, reporting, and all other overhead costs.
- B. The bid margin shall remain firm and shall not change during the life of the contract.
- C. Fuel base prices will be allowed to increase or decrease during the term of the contract. All fuel base price adjustments shall be based solely on the change in the appropriate average daily rack price as reported in the daily Oil Price Information Service (OPIS). Price sheets from OPIS, showing daily averages, shall be provided to the City's contract administrator(s) or their designees on a weekly basis. *Please note on the proposal pages which Washington (Seattle, Portland, Pasco or Spokane) or California OPIS rack you will be using for your base fuel prices if awarded this mobile fueling contract.*

10. DELIVERIES

- A. There shall be no minimum order quantity for mobile fueling.
- B. Delivery will not be deemed "complete" until the appropriate fuels have been dispensed into the fuel tanks of the City equipment and a detailed invoice is received by the City.
- C. When ordered fuels are not delivered within the terms and time frame specified herein, the City may purchase substitute fuel from another supplier and the contractor will be responsible for paying any additional acquisition costs. Late or otherwise non-complying deliveries may be grounds for contract termination and recovery of damages.
- D. The vendor shall provide a separate metered ticket showing total gallons dispensed for each night that fuel is issued to City vehicles. These metered tickets shall be provided to the respective

contract administrator along with the weekly hard copy invoices as called for in Item 5. Unmetered delivery tickets for documenting delivery volumes are not acceptable.

11. TAX EXEMPT FORMS

- A. The successful vendor(s) shall provide the necessary tax exemption forms (state and/or federal) to the City. The City is responsible for properly completing the exemption form(s) and returning them to the vendor when required for tax exempt fuel purchases.

12. NON-EXCLUSIVE CONTRACT

- A. This specification is non-exclusive whereby the City may substitute reclaimed, recycled or synthetic fuels in lieu of fuels available through this specification for any listed delivery location(s). There shall be no compensation provided the vendor for any lost business due to such substitutions.

TECHNICAL PROVISIONS & RESPONSE DOCUMENT FOR
CARDLOCK FUELING SERVICE

Notice: Failure to comply with the below requirements may result in disqualification of the proposal.

If additional space is required to fully explain non-compliance, attach additional typed page(s) to your bid with the section and item number you are taking exception to along with your explanation.

1. CARD READER SYSTEM

- A. Tacoma Public Utilities Fleet Services (TPU) user should be able to access the fueling system through a card reader system using one card assigned to the vehicle card and one card assigned to the driver, with transaction validating against both numbers. Driver cards have a 7-digit card number and a random 4-digit PIN (auto generated by vendor). Vehicle cards have a 4-digit card number that is linked to the vehicle/equipment number; no PIN for vehicle cards since they only work with a driver card.
- B. Public Works/Fleet Division user should be able to access the fueling system through a card reader system using a card that is issued to the City vehicle number along with a personal identification number (PIN), with transaction validating against both numbers. The PIN number can be randomly generated or 5-digit numbers specified by the City.
- C. As an option, vendor shall describe if he can accommodate 6-digit PIN numbers specified by the City.
- D. As an option, vendor shall describe if they can provide TPU a system similar to Public Works/Fleet described above, provided that the driver card PINS are secure (not printed on the card or sleeve) and cardlock system requires entry of a multi-digit number at the pump. That multi-digit number shall be validated by cardlock system before fuel is dispensed. TPU will assign the multi-digit number and provide them to vendor at beginning of contract and update daily. Validation of the multi-digit number after fuel has been pumped or when transaction is uploaded to the vendor's main computer system is not acceptable.
- E. The vendor shall provide fuel cards with appropriate assignment details . Attach a photocopy of both sides of a standard card to the proposal.
- F. The vendor shall provide cards preprogrammed to each vehicle with the information and restrictions provided by the City after Council approval of contract and prior to the effective date.
- G. The vendor shall not charge the City any fees for setting up the City's vehicles in their cardlock system, nor for the initial batch of fuel cards issued to the City's vehicles as part of the contract set up.
- H. The vendor, at no charge to the City, shall replace TPU cards damaged through normal wear and tear within 5 business days after electronic notification.

- I. As an option, the vendor may provide the City the equipment and training to generate their own replacement cards and promptly enter the details into the vendor's website records.
- J. The vendor may charge the City for replacing cards that are lost or damaged through customer negligence or for providing new vehicle cards issued after initial contract set up. Vendor is required to state the per card charge on the appropriate Proposal page.
- K. At the time of initial contract set up, the vendor shall provide 100 additional validated cards to Public Works/Fleet Division to replace lost/damaged cards and for new vehicles.
- L. Vendor shall provide electronic validation and invalidation of cards at no charge to the City.
- M. Vendor shall invalidate lost cards immediately upon electronic notification from the City.
- N. Vendor shall provide replacement cards to TPU within five (5) business days of receiving notification. Cards shall be preprogrammed to each vehicle and/or driver with the appropriate information and restrictions as provided by TPU.
- O. Separate account numbers are required for Tacoma Public Utilities and Public Works/Fleet Division. Separate accounts are also required for car washes, replacement card transactions, and for cardlock or mobile fueling so vendor can provide separate electronic and hard copy transaction billing files. See specific requirements in Item 2.
- P. If vendor has multiple fueling sites, all City equipment should be allowed to fuel at any of the sites.
- Q. Card reader shall be adjacent to the fuel pumps and easily accessible.
- R. Proposers shall be a member of a nationally recognized commercial fueling network, shall list their affiliations below, and indicate if one card covers all.

2. VENDOR'S COMPUTER SYSTEM

- A. The vendor shall provide the City with electronic fueling transaction data in Excel format below via electronic media, i.e., email, download from website. True "level 3" data is required. The characters shall be coded per the key, no variation. Equip # is the City vehicle #, Meter is the odometer reading, and Location is a code indicating the cardlock location of the transaction.

EXTERNAL Template (Excel file) - use for Cardlock Fuel files:

Equip #	Fuel Type	Trx Date	Trx Time	Meter	Qty	Unit Price	Location
(7 Characters)	(2 Characters)	(YYMMDD)	(HHMMSS)	(7 Characters)	(999.999)	(999.9999)	(6 Characters)
7110020	02	110810	111100	0000575	005.000	001.2200	001155

MISC SERV Template (Excel file) – separate for Oil / Car Wash files:

Equip #	Item Type	Trx Date	Trx Time	Meter	Qty	Unit Price	Location
(7 Characters)	(2 Characters)	(YYMMDD)	(HHMMSS)	(7 Characters)	(999.999)	(999.9999)	(6 Characters)
7110020	80	110810	112000	00000000	001.000	004.2500	001155

The coding for the Fuel / Item Types are as follows:

01 – Diesel	08 – Natural Gas
02 – Unleaded, E10	41 – Premium Diesel
03 – Propane	45 – Ultra Low Sulfur Diesel
04 – Unleaded	71 – Mobile Diesel
05 – Mid Unleaded	06 – Premium Unleaded
80 – Car Wash	99 – Renewable Diesel (R99)
7 – Oil	(Two digit number to be advised) – E85 Ethanol or other alternative fuel

- B. The four (4) different activity types (Fuel CardLock, Fuel Mobile, Misc Service-Oil, Misc Service-Car Wash) for each organization must be submitted in separate files and

follow the file naming convention as indicated below:

File Name	= Location	= Description
COTyymmddExt-Fuel CardLock.xls	GS Fleet	External - Cardlock Fuel
COTyymmddExt-Fuel Mobile.xls	GS Fleet	External - Mobile Fuel
COTyymmddMiscServ-Oil.xls	GS Fleet	External - Misc Sevices - Oil (from Cardlock sites)
COTyymmddMiscServ-CW.xls	GS Fleet	External - Misc Services - Car Wash
TPUyymmddExt-Fuel Cardlock.xls	TPU Fleet	External - Cardlock Fuel
TPUyymmddExt-Fuel Mobile.xls	TPU Fleet	External - Mobile Fuel
TPUyymmddMiscServ-Oil.xls	TPU Fleet	External - Misc Sevices - Oil (from Cardlock sites)
TPUyymmddInt-Fuel.xls	TPU Fleet	Internal – Bulk Inventory Fuel (from outlying sites)

**The DATE in the file name should be the file creation date (which should be equal to the last date of transactions in the file).

- C. Electronic reporting and a hard copy invoice of fuel transactions shall be provided at a minimum interval of weekly, based on one of the following schedules:

Tacoma Public Utilities/Fleet Services, 3628 S 35th St, Tacoma WA 98409 requirements: Weekly on Monday, provide an electronic file that includes all transactions for Monday, Tuesday, Wednesday, Thursday, Friday, Saturday and Sunday of the previous week. Hard copy invoices specified in Item 2F should accompany file the same day.

Public Works/Fleet Division, 3639 S Pine St, Tacoma WA 98409 requirements: Once per week, on the same day each week, for transactions through each Sunday and at the end of the month for any remaining days. Hard copy invoices specified in Item 2F should accompany files the same day.

- D. Vendor shall have the ability to provide a reporting format which details all expenses (see Items 2A through 2F) incurred against each fuel card on a monthly basis.
- E. Vendor shall provide electronic file of individual transactions in a City-specified Excel file format (template available), containing the following information:

Vehicle Number	Type of Fuel
Date and Time of Day	Odometer Reading
Fuel Quantity in Gallons	Oil Quantity
Car Wash Quantity	Price per Gallon of Fuel
Oil Unit Price	Car Wash Unit Price
Fueling Facility Location Number	

- F. Vendor shall provide hard copy invoices that shall include the following required information. Vendor shall ensure that all City-required information is clearly listed on all invoices. Invoices shall list totals of transactions by vehicle as well as a listing of totals by day and a grand total that includes the number of gallons purchased and total cost. Invoices shall also include a summary listing of fuel purchases by fueling facility location.

Fueling Facility Location Description	Total Fuel Quantity
Employee Number	Total Fuel Dollar Amount
Vehicle Number	Total Oil Quantity
Account Number	Total Oil Dollar Amount
Date and Time of Day	Total Other Amounts Charged
Odometer Reading	Total State Excise Tax Amount
Fuel Quantity in Gallons	Less Allowable Discounts (if applicable)
Type of Fuel	Net Amount Due
Price per Gallon of Fuel	Car Wash Quantity
Extended Fuel Dollar Amount	Total Car Wash Quantity
Oil Quantity	Total Car Wash Cost
Oil Unit Price	Replacement Card Quantity
Car Wash Unit Price	Replacement Card Unit Price
State Excise Tax Amount	Total Replacement Card Quantity
Total Replacement Card Cost	

- G. Vendor shall provide summary reports by fueling location, City vehicle number, City employee number, and fuel card number to Tacoma Public Utilities/Fleet Services and Public Works/Fleet Division for a time period to be specified by each department i.e., weekly, monthly, quarterly, annually or as requested by the City.
- H. Vendor shall have the ability to extract and account separately for Federal Excise Tax.

- I. In the event of an interruption of service within the electronic sales system, vendor shall have an alternative method for manual processing of purchase invoices with the required information identified in Item 2.
- J. Vendor shall have the ability to restrict cardlock purchases to vehicle-specific items such as fuel type(s), maximum number of gallons per transaction, oil type, and car wash type. The City shall furnish the restrictions to the vendor when cards are ordered.

3. TRAINING

Vendor shall provide on-site training in using the system.

4. REGULATIONS

- A. Vendor shall comply with all applicable laws, ordinances, rules, regulations and standards relating to cardlock fueling services delivered under this agreement. Vendor agrees to indemnify and hold the City harmless from all damages, penalties and fines assessed against the vendor as a result of vendor's failure to comply with the applicable laws, ordinances, rules, regulations and standards thereunder and for the failure of the items furnished under this order to so comply.
- B. Vendor shall have and maintain throughout the term of the contract all required licenses and permits and meet all local, state, and federal regulations for operation of a cardlock facility.
- C. All fuel provided by the vendor shall be free from impurities including water, dirt, harmful oils, fibrous materials, and other petroleum products or contaminants. In case of damage directly traceable to contamination, the vendor shall be responsible for all damage and costs incurred by the City.
- D. Vendor shall assume all liability and risks for their facilities.

5. FUEL AVAILABILITY

- A. Vendor guarantees that the City of Tacoma's vehicles and equipment will receive first priority for available fuel in the case of emergencies, shortages or rationing, in accordance with Federal regulations regarding national emergencies.
- B. In the event of a power interruption, the vendor shall have backup power available on a 24-hour basis for fueling at a cardlock facility with appropriate ingress and egress for large trucks within 1 mile of the intersection of S. 35th and S. Union Streets. Vendor shall provide personnel to operate and maintain the backup power at the designated locations.
- C. Vendor to provide written emergency plan, including backup power provision, with proposal.
- D. The City's need for fuel during an emergency shall vary in accordance with the circumstances. The City's contact person(s) shall inform the vendor of the City's fueling needs when an emergency arises.
- E. Vendor shall maintain a sufficient fuel supply for this contract at all times.
- F. Vendor shall ensure that fuel can be obtained in case of computer failure.

- G. Vendor shall establish and maintain a 24-hour-per-day continuously operational communications notification system through which the City may communicate with the vendor during emergencies. Written instructions for this procedure shall be provided to the City within fifteen (15) calendar days after receipt of notification of contract award.
- H. Vendor shall provide R99 Renewable Diesel and/or E85 Ethanol through cardlock system, via pump or fuel cube or other process agreed upon by the City within one mile of the intersection of 35th and Union Streets and R99 in the vicinity of the intersection of Puyallup and Portland Avenues.

6. FUTURE OPTIONS

- A. At the City's discretion and if in its best interest, at some future date during the life of the contract, the vendor is willing to discuss and negotiate the price per gallon, terms and conditions under which they would provide one or more cardlock fuel types at a firm, fixed price per gallon for a negotiated time period. Vendor shall describe scenarios under which this might be accomplished.

7. BID MARGINS AND BASE PRICE CHANGES

- A. The bid margin, a maximum of four (4) numbers to the right of the decimal point on a dollars/gallon basis, shall be the vendor's markup cost over the average daily OPIS price per gallon. The bid margin shall include all bidders costs over the base price of fuel including but not limited to, transaction cost, delivery/freight, accounting fees and all other overhead costs.
- B. The bid margin shall remain firm and shall not change during the life of the contract.
- C. Fuel base prices will be allowed to increase or decrease during the term of the contract. All fuel base price adjustments shall be based solely on the change in the appropriate average daily rack price as reported in the daily Oil Price Information Service (OPIS). Price sheets from OPIS, showing daily averages, shall be provided to the City's contract administrator(s) or their appointed designees on a weekly basis. *Please note on the proposal pages which Washington (Seattle, Portland, Pasco or Spokane) or California OPIS rack you will be using for your base fuel prices if awarded this cardlock fueling contract.*

8. REQUIRED CARDLOCK FACILITIES

- A. A cardlock facility with appropriate ingress and egress for large trucks located within 1 mile of the intersection of S. 35th and S. Union Streets shall be available to the City and emergency responders at all times under this contract, as per Federal regulations. Proposals that do not include such a facility shall not be considered. This facility shall be equipped with backup power, see Item 5B.
- B. E85 ethanol or R99 renewable diesel shall be available at a cardlock facility within one (1) mile of the intersection of S. 35th and S. Union Streets in Tacoma. R99 renewable diesel shall be available at a cardlock facility in the vicinity of the intersection of Puyallup and Portland Avenues. If pumps for these products are not feasible, the City would consider fuel cubes or some other process hooked to the card network.

9. REQUIRED AND DESIRED AMENITIES AT CARDLOCK FACILITIES

- A. Vendor to indicate on Proposal pages what amenities are available at each location being offered. Following are required and desired amenities:

<u>Amenity Item #</u>	<u>Required Amenities, Cardlock Facilities</u>
1.	Access seven (7) days per week
2.	Access 24 hours per day
3.	Convenient ingress/egress for oversized equipment
4.	Adequate turning radius for large trucks with trailers
5.	Adequate clearance for tractor trailers up to 70-foot
6.	No more than five (5) minutes average wait time for fuel
7.	Pumps covered by a canopy that has adequate clearance for oversized equipment
8.	Air, water, window cleaner and paper towels available
9.	Well-lit area
10.	Card reader adjacent to fuel pumps
11.	Power backup available
12.	Car wash facility tied to fuel card at one Tacoma facility
13.	Oil dispensing system tied to fuel card
14.	Restrooms
15.	Security provided

10. PUMP REQUIREMENTS AT CARDLOCK FACILITIES

- A. Vendor to indicate on Proposal pages what pumps are available at each location being offered. Following are pump requirements:

<u>Pump Requirement Item #</u>	<u>Required Pump Availability, Cardlock Facilities (minimum requirements)</u>
1.	One (1) diesel pump
2.	One (1) premium diesel pump
3.	One (1) unleaded pump
4.	One (1) mid-grade unleaded pump
5.	One (1) non ethanol unleaded pump
6.	One (1) premium unleaded pump
7.	One (1) high-speed diesel pump (min. 25 gls/minute)
8.	One (1) high-speed unleaded pump (min. 12 gls/minute)
9.	Safety breakaway hoses on all pumps
10.	One (1) E85 ethanol pump or fuel cube or equal hooked to card network within 1 mile of 35 th & Union Streets
11.	One (1) R99 Renewable Diesel pump or fuel cube or equal hooked to card network within 1 mile of 35 th & Union Streets and near Puyallup and Portland Avenues.
12.	One (1) R99 renewable diesel pump or fuel cube or equal hooked to card network within 1 mile of 35 th & Union Streets and near Puyallup and Portland Avenues.

EXHIBIT #1

INSTRUCTIONS AND SAMPLE FOR COMPLETING CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

Determine which cardlock facilities are closest to each City location listed in Exhibit 2 below. Determine the distance between the cardlock facility and the City location. List one cardlock facility per form. Write the City location numbers from Exhibit 2 beside the distance it is from that cardlock facility. Determine which amenities listed in Exhibit 3 below are available at the cardlock facility and enter the amenity numbers in the space. List the quantity of each type of pump available at this facility (see Exhibit 4). Answer the questions. Repeat the process on the next page for the next cardlock facility. Copy and add pages as needed. Proposals that don't complete this section as required will not be considered. You may attach maps or a fueling network facility listing to your proposal, but they do not take the place of this section. The following sample is provided as an illustration:

SAMPLE:

<u>Cardlock Facility, Address and Facility #</u>	<u>Which Pump Requirement Met. Enter the quantity of pumps.</u>	<u>Miscellaneous Questions About This Facility</u>
Acme Gas Station #999	# of Low Sulfur Diesel Pumps: <u>1</u>	Current sales tax rate <u>10.3</u> %
123 Main St	# of Ultra Low Sulfur Diesel (ULSD) Pumps <u>0</u>	If ULSD pump will be available here in future, state date <u>June 2025</u>
Tacoma WA 98409	# of Premium Diesel Pumps <u> </u>	Location / x / is / / is not in a fueling network.
<u>City Location(s) it will Serve?</u>	# of Unleaded Pumps <u>3</u>	State name of network <u>Acme</u>
1 mile: 12, 15, 16, 17, 19	# of Mid Grade Unleaded Pumps <u> </u>	
2-5 miles: 18, 20, 23	# of Premium Unleaded Pumps <u>1</u>	
Over 5 miles: 21	# of High Speed LSD/ULSD Pumps <u>1</u>	
<u>Amenities Available?</u>	# of High Speed Unleaded Pumps <u>1</u>	
1, 2, 3, 4, 6, 7, 8, 9,	# of Card Readers <u>2</u>	
10, 13, 14	# of E-85 Ethanol Pumps <u> </u>	
	# of R99 Renewable Diesel Pumps <u> </u>	

EXHIBIT #2**LIST OF CITY FACILITY LOCATIONS****TO BE USED IN COMPLETING CARDLOCK PROPOSAL PAGES**

Vendor to indicate on Proposal pages showing which cardlock facilities are the closest to the following City locations:

<u>City Location Item #</u>	<u>City Location</u>	<u>Title</u>	<u>Address</u>	<u>City</u>
1.	Cowlitz Project	Mayfield Dam	End of Gershick Rd	Silver Creek
2.	Cowlitz Project	Mossyrock Dam	End of Power House Rd	Mossyrock
3.	Cowlitz Project	Salmon Hatchery	2284 Spencer Rd	Salkum
4.	Cowlitz Project	Trout Hatchery	1182 Spencer Rd	Winlock
5.	Cushman Project	Powerhouse	North 21451 Hwy 101	Shelton
6.	Cushman Project	Wynoochee Dam	5120 Wynoochee Valley Rd	Montesano
7.	Enumclaw Station		560 Hwy 410	Enumclaw
8.	Headworks Control Station		36932 Green River Headworks Rd SE	Ravensdale
9.	McMillin Station		13008 Reservoir Rd E.	Puyallup
10.	Nisqually Project	LaGrande Dam	46502 Mtn Hwy E	LaGrande
11.	South Service Center		3002 E 224th St	Spanaway
12.	Tacoma Public Utilities		3628 S 35th St	Tacoma
13.	Tacoma Rail		2601 SR 509 North Frontage Rd	Tacoma
14.	Tacoma Water	144 th St Satellite Station	5914 144 th St E	Puyallup
15.	City of Tacoma	Asphalt Plant	3210 Center St	Tacoma
16.	City of Tacoma	Cheney Stadium	2502 S Tyler St	Tacoma
17.	City of Fircrest		115 Ramsdell St	Fircrest
18.	City of Tacoma	County-City Building	930 Tacoma Ave S	Tacoma
19.	City of Tacoma	Fleet Operations (Shop 3)	3639 S. Pine St	Tacoma
20.	City of Tacoma	Fleet Annex (Shop 4)	3510 S Mullen St	Tacoma

EXHIBIT #2 (continued)

<u>City Location Item #</u>	<u>City Location</u>	<u>Title</u>	<u>Address</u>	<u>City</u>
21.	City of Tacoma	Grounds Maintenance	2111 River St	Tacoma
22.	L.E.S.A.		2415 S 35th St	Tacoma
23.	City of Tacoma	Municipal Television & I-Net	1224 Martin Luther King Jr. Way	Tacoma
24.	City of Tacoma	Sewer Treatment Plant No. 1	2201 Portland Ave	Tacoma
25.	City of Tacoma	Sewer Treatment Plant No. 2	8102 Olympic Blvd	Tacoma
26.	City of Tacoma	Sewer Treatment Plant No. 3	4002 N Waterview St	Tacoma
27.	City of Tacoma	Solid Waste Management	3510 S Mullen St	Tacoma
28.	City of Tacoma	Street Operations	2324 S C St	Tacoma
29.	City of Tacoma	Tacoma Dome	2727 E D St	Tacoma
30.	City of Tacoma	Tacoma Municipal Building	747 Market St	Tacoma
31.	City of Tacoma	Tacoma Narrows Airport	1202 – 26th Ave NW	Gig Harbor
32.	City of Tacoma	Police Firing Range	101 McMurray Rd NE	Tacoma
33.	City of Tacoma	Police Headquarters	3701 S Pine St	Tacoma
34.	City of Tacoma	Police Sector 1 Central Substation	1524 Martin Luther King Way	Tacoma
35.	City of Tacoma	Police Sector 1 Northeast Substation	4731 Norpoint Way NE	Tacoma
36.	City of Tacoma	Police Sector 2 Substation	5136 N 26 th St	Tacoma
37.	City of Tacoma	Police Sector 3 Substation	1501 S 72 nd St	Tacoma
38.	City of Tacoma	Police Sector 4 Substation	3524 McKinley Ave	Tacoma

EXHIBIT #2 (continued)

City Location Item #	City Location	Title	Address	City
39.	Tacoma Public Library	Dr. Martin Luther King	1902 S Cedar	Tacoma
40.	Tacoma Public Library	Fern Hill	765 S 84 th	Tacoma
41.	Tacoma Public Library	Kobetich	212 Browns Point Blvd NE	Tacoma
42.	Tacoma Public Library	Main Branch	1102 Tacoma Ave S	Tacoma
43.	Tacoma Public Library	McCormick	3722 N 26 th St	Tacoma
44.	Tacoma Public Library	Moore	215 S 56 th St	Tacoma
45.	Tacoma Public Library	Mottet	3523 E G St	Tacoma
46.	Tacoma Public Library	South Tacoma	3411 S 56 th St	Tacoma
47.	Tacoma Public Library	Swan Creek	3828 Portland Ave	Tacoma
48.	Tacoma Public Library	Swasey	7001 - 6 th Ave	Tacoma
49.	Tacoma-Pierce County Health Department		3629 S D St	Tacoma
50.	Tacoma-Pierce County Humane Society		2608 Center St	Tacoma
51.	City of Tacoma	Traffic Sign Shop	2324 S C St	Tacoma
52.	City of Tacoma	Traffic Signal Shop	3401 S Orchard	Tacoma
53.	Tacoma Fire Department	Station 1	901 Fawcett Ave.	Tacoma
54.	Tacoma Fire Department	Station 2	2701 Tacoma Ave. S.	Tacoma
55.	Tacoma Fire Department	Station 3	206 Browns Pt. Blvd.	Tacoma
56.	Tacoma Fire Department	Station 4	1453 South 12th (Cushman)	Tacoma
57.	Tacoma Fire Department	MSCO	3301 Ruston Way	Tacoma
58.	Tacoma Fire Department	Station 7	5448 South Warner	Tacoma
59.	Tacoma Fire Department	Station 8	4911 South Alaska Street	Tacoma
60.	Tacoma Fire Department	Station 9	3502 6th Avenue (Union)	Tacoma
61.	Tacoma Fire Department	Station 10	7247 South Park	Tacoma

EXHIBIT #2 (continued)

City Location Item #	City Location	Title	Address	City
62.	Tacoma Fire Department	Station 11	3802 McKinley Ave	Tacoma
63.	Tacoma Fire Department	Station 12	2015 54th Ave. E. Fife	Tacoma
64.	Tacoma Fire Department	Station 13	3825 North 25th (Proctor)	Tacoma
65.	Tacoma Fire Department	Station 14	4701 North 41st (Gove)	Tacoma
66.	Tacoma Fire Department	Station 15	3510 East 11th	Tacoma
67.	Tacoma Fire Department	Station 16	7217 6th Avenue (Bridge)	Tacoma
68.	Tacoma Fire Department	Station 17	302 Regents Blvd. (Fircrest)	Tacoma
69.	Tacoma Fire Department	Station 18	302 East 11th Fire Garage Boat Shop	Tacoma
70.	Tacoma Fire Department	Communicatiion s	415 Tacoma Avenue South	Tacoma
71.	Tacoma Fire Department	Electrical	302 East 11th Street	Tacoma
72.	Tacoma Fire Department	Garage	3401 B South Orchard	Tacoma
73.	Tacoma Fire Department	Prevention & Preparedess	3471 South 35th	Tacoma
74.	Tacoma Fire Department	Training Center	2124 Marshall Avenue	Tacoma

EXHIBIT #3
LIST OF REQUIRED AND DESIRED AMENITIES AT CARDLOCK FACILITIES
TO BE USED IN COMPLETING CARDLOCK PROPOSAL PAGES

<u>Amenity Item #</u>	<u>Required Amenities, Cardlock Facilities</u>
1.	Access seven (7) days per week
2.	Access 24 hours per day
3.	Convenient ingress/egress for oversized equipment
4.	Adequate turning radius for large trucks with trailers
5.	Adequate clearance for tractor trailers up to 70-foot
6.	No more than five (5) minutes average wait time for fuel
7.	Pumps covered by a canopy that has adequate clearance for oversized equipment
8.	Air, water, window cleaner and paper towels available
9.	Well-lit area
10.	Card reader adjacent to fuel pumps
11.	Power backup available
12.	Car wash facility tied to fuel card at one Tacoma facility
13.	Oil dispensing system tied to fuel card
14.	Restrooms
15.	Security provided

EXHIBIT #4

LIST OF REQUIRED PUMPS AT CARDLOCK FACILITIES

<u>Pump Requirement Item #</u>	<u>Required Pump Availability, Cardlock Facilities (minimum requirements)</u>
1.	One (1) diesel pump
2.	One (1) premium diesel pump
3.	One (1) unleaded pump
4.	One (1) unleaded (ethanol free) pump
5.	One (1) mid-grade unleaded pump
6.	One (1) premium unleaded pump
7.	One (1) high-speed diesel pump (min. 25 gls/minute)
8.	One (1) high-speed unleaded pump (min. 12 gls/minute)
9.	Safety breakaway hoses on all pumps
10.	One (1) E85 ethanol pump or fuel cube or equal hooked to card network within 1 mile of 35 th & Union Streets
11.	One (1) R99 renewable diesel pump or fuel cube or equal hooked to card network within 1 mile of 35 th & Union Streets and near Puyallup and Portland Avenues.

EXHIBIT #5

REQUIRED ELECTRONIC FUELING TRANSACTION DATA

TO BE USED IN COMPLETING MOBILE, AND CARDLOCK FUELING PROPOSAL PAGES IN VENDOR COMPUTER SYSTEM SECTIONS

EXTERNAL Template (Excel file) - use for Cardlock / Mobile Fuel files

Equip #	Fuel Type	Trx Date	Trx Time	Meter	Qty	Unit Price	Location
(7 Characters)	(2 Characters)	(YYMMDD)	(HHMMSS)	(7 Characters)	(999.999)	(999.9999)	(6 Characters)
7110020	02	110810	111100	0000575	005.000	001.2200	001155

MISC SERV Template (Excel file) - use for Oil / Car Wash files

Equip #	Fuel Type	Trx Date	Trx Time	Meter	Qty	Unit Price	Location
(7 Characters)	(2 Characters)	(YYMMDD)	(HHMMSS)	(7 Characters)	(999.999)	(999.9999)	(6 Characters)
7110020	02	110810	111100	0000575	005.000	001.2200	001155

The coding for the Fuel / Item Types are as follows:

01 – Diesel	08 – Natural Gas
02 – Unleaded, E10	41 – Premium Diesel
03 – Propane	45 – Ultra Low Sulfur Diesel
04 – Unleaded	71 – Mobile Diesel
05 – Mid Unleaded	06 – Premium Unleaded
80 – Car Wash	99 – Renewable Diesel (R99)
7 – Oil	(Two digit number to be advised) – E85 Ethanol or other alternative fuel

EXHIBIT #5

REQUIRED ELECTRONIC FUELING TRANSACTION DATA

TO BE USED IN COMPLETING MOBILE, MARINE CARDLOCK, AND CARDLOCK FUELING PROPOSAL PAGES IN VENDOR COMPUTER SYSTEM

Additional two digit numbers may be created for marine cardlock fueling if awarded to a different vendor than cardlock fueling. The City will notify the vendor of any new codes.

Also, the four (4) different activity types (Fuel CardLock, Fuel Mobile, Misc Service-Oil, Misc Service-Car Wash) for each organization must be submitted in separate files and following the file naming convention as indicated below:

File Name	= Location	= Description
COTyymmddExt-Fuel CardLock.xls	GS Fleet	External - Cardlock Fuel
COTyymmddExt-Fuel Mobile.xls	GS Fleet	External - Mobile Fuel
COTyymmddMiscServ-Oil.xls	GS Fleet	External - Misc Sevices - Oil (from Cardlock sites)
COTyymmddMiscServ-CW.xls	GS Fleet	External - Misc Services - Car Wash
TPUyymmddExt-Fuel Cardlock.xls	TPU Fleet	External - Cardlock Fuel
TPUyymmddExt-Fuel Mobile.xls	TPU Fleet	External - Mobile Fuel
TPUyymmddMiscServ-Oil.xls	TPU Fleet	External - Misc Sevices - Oil (from Cardlock sites)
TPUyymmddInt-Fuel.xls	TPU Fleet	Internal – Bulk Inventory Fuel (from outlying sites)

**The DATE in the file name should be the file creation date (which should be equal to the last date of transactions in the file).

Vendor shall provide an electronic file of individual transactions in a City-specified Excel file format (template available), containing the following information:

Vehicle Number	Type of Fuel
Date and Time of Day	Odometer Reading
Fuel Quantity in Gallons	Oil Quantity
Car Wash Quantity	Price per Gallon of Fuel
Oil Unit Price	Car Wash Unit Price
Fueling Facility Location Number	

APPENDIX B

Price Proposal Form

PROPOSAL PAGE 1 - MOBILE FUELING

1. OPIS RACK APPLICABLE TO MOBILE FUELING CONTRACT

Vendor shall invoice mobile fueling at OPIS daily average price per gallon plus a margin in cents per gallon.

Which Washington (Seattle, Portland, Pasco or Spokane) or California OPIS rack will you be using for your base fuel prices for this contract _____

2. MARGINS APPLICABLE TO MOBILE FUELING CONTRACT

The margin over OPIS shall be firm for the life of the contract:

ITEM #	SERVICE AT	ANNUAL USAGE ESTIMATE*	FIRM MARGIN OVER OPIS DAILY AVERAGE PRICE/GALLON	TOTAL
	<u>LOCATION 1</u> Tacoma Public Utilities 3628 S 35 th St (Rear) Tacoma WA 98409			
A1	R99 Renewal Diesel and/or Ultra Low Sulfur Diesel	115,000 gallons	\$	\$
A2	Setup cost (per vehicle) for electronic scan system	185 each	\$ Unit Cost per Vehicle	\$
	<u>LOCATION 2</u> Public Works/Fleet Division for Solid Waste Management 3510 South Mullen Tacoma, WA 98409			
B1	R99 Renewal Diesel and/or Ultra Low Sulfur Diesel	360,000 gallons	\$	\$
B2	Setup cost (per vehicle) for electronic scan system	190 each	\$ Unit Cost per Vehicle	\$

* The estimates are for proposal evaluation purposes only. Proposal evaluation will be based on the Seattle OPIS price on the day of proposal opening, plus the margin quoted, multiplied by the estimated annual usage amount

PROPOSAL PAGE 2 - MOBILE FUELING

3. TAXES/DISCOUNTS APPLICABLE TO MOBILE FUELING CONTRACT

The City does not pay Federal Excise Tax. Describe all other applicable taxes and prompt payment discounts.

TAXES (Describe)	<u>PRICE</u> or	<u>PERCENTAGE</u>
1)	\$ gallon	%
2)	\$ gallon	%
3)	\$ gallon	%
4) Invoice Prompt Payment Discount, deduct from quoted margin	\$ gallon	If pay within _____ calendar days from date of invoice

4. CREDITS APPLICABLE TO MOBILE FUELING CONTRACT

The vendor and sub-vendors shall apply for Federal fuel tax credits and any renewable diesel fuel mixing credits. A portion of those credits shall be passed on to the City for the gallons purchased.

Credit Description	% of Each Credit Dollar Passed on to City	Describe Method and Frequency of Payment
Fuel Tax Credits for R99 Renewal Diesel and/or Ultra Low Sulfur Diesel	%	
R99 Renewal Diesel Mixing Credits	%	

PROPOSAL PAGE 3 - MOBILE FUELING

5. EXPERIENCE

Indicate which one of the following best describes your company and the number of years in business under the current company name.

<u>CHECK APPLICABLE</u>	<u>DESCRIPTION</u>	<u>YEARS IN BUSINESS</u>
	Refiner	
	Branded Jobber	
	Unbranded Jobber	
	Distributor	
	Dealer	
	Broker	
	Other (Describe)	

6. REFERENCES

List at least three (3) references from those mobile fueling customers purchasing at least 5,000 gallons of fuel per year, especially renewable diesel.

<u>COMPANY NAME</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE NUMBER</u>	<u>LENGTH OF TIME SERVED</u>	<u>GALLONS PER YEAR</u>

PROPOSAL PAGE 4 - MOBILE FUELING

7. CONTRACT

If awarded this mobile fueling contract, do you have a standard contract document you would require the City to sign? Yes _____ (Attach Copy) No _____

8. SUB-VENDORS APPLICABLE TO MOBILE FUELING CONTRACT

List any and all sub-vendors you intend to use if awarded the mobile fuel service outlined in this specification. Include your sources of R99 renewable diesel and the laboratories that test the products prior to delivery to the City.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>CATEGORIES OF WORK</u>	<u>% OF WORK</u>

PROPOSAL PAGE 5 - MOBILE FUELING

9. SUPPLY SOURCES

Attach copies of your fuel supply contract(s) to certify fuel supplies are available from one or more sources to perform this contract in the event of contract award (submit only the name/signature and contract volume pages). Attached: Yes ____ No ____

10. VOLUME

Provide the approximate volume of mobile fueling sales for your company in the calendar year 2005.

<u>DESCRIPTION</u>	<u>MOBILE FUELING</u> <u># OF GALLONS</u>
Low Sulfur Diesel	
Premium Low Sulfur Diesel	
Ultra Low Sulfur Diesel	
R99 Renewable Diesel	

11. DELIVERY VEHICLES

Describe your delivery vehicles for the Mobile Fueling service.

<u>QUANTITY</u>	<u>YEAR</u>	<u>MAKE/MODEL</u>	<u>TANK SIZE</u> <u>(gallons)</u>	<u>OWNED BY</u>

12. CONTACT INFORMATION

List your vendor representative for this contract (name, e-mail address, phone, fax, and cell phone numbers). _____

PROPOSAL PAGE 6 - CARDLOCK FUELING

13. OPIS RACK APPLICABLE TO CARDLOCK FUEL CONTRACT

Vendor shall invoice cardlock fuel at OPIS daily average price per gallon plus a margin in cents per gallon.

Which Washington (Seattle, Portland, Pasco or Spokane) or California OPIS rack will you be using for your base fuel prices for this contract _____

14. MARGINS APPLICABLE TO CARDLOCK FUEL CONTRACT

The margin over OPIS shall be firm for the life of the contract:

ITEM #	FUEL TYPE	ANNUAL USAGE ESTIMATE *	UNIT PRICE PER EACH	FIRM MARGIN OVER OPIS DAILY AVERAGE PRICE/GAL LON	TOTAL
C1	Low Sulfur Diesel and/or Ultra Low Sulfur Diesel	215,000 gal	XXXXXX XX	\$	\$
C2	Premium Diesel	92,000 gal	XXXXXX XX	\$	\$
C3	Unleaded Gasoline	615,000 gal	XXXXXX XX	\$	\$
C4	Mid Grade Unleaded Gasoline	37,000 gal	XXXXXX XX	\$	\$

PROPOSAL PAGE 7 - CARDLOCK FUELING

ITEM #	FUEL TYPE	ANNUAL USAGE ESTIMATE *	UNIT PRICE PER EACH	FIRM MARGIN OVER OPIS DAILY AVERAGE PRICE/GALLON	TOTAL
C5	Premium Unleaded Gasoline	45,000 gal	XXXXXX XX	\$	\$
C6	E85 Ethanol	5,000 gal	XXXXXX XX	\$	\$
C7	R99 Renewable Diesel	475,000 gal	XXXXXX XX	\$	\$
C8	Cards issued to the City at the time of contract award will be at no charge to the City.	2,500 cards	XXXXXX XX	XXXXXXXX	XXXXXXXX
C9	Cards damaged through normal wear and tear will be replaced at no charge to the City.	500 cards	XXXXXX XX	XXXXXXXX	XXXXXXXX
C10	Cost of new cards for new vehicles and to replace customer-damaged or lost cards.	500 cards	\$	XXXXXXXX	\$
C11	Car Wash	500 each	\$	XXXXXXXX	\$

* These estimates are for proposal evaluation purposes only. Proposal evaluation will be based on the quoted OPIS price on the day of proposal opening, plus the margin quoted, multiplied by the estimated annual usage amount.

PROPOSAL PAGE 8 - CARDLOCK FUELING

TAXES/DISCOUNTS APPLICABLE TO CARDLOCK FUELING CONTRACT

The City does not pay Federal Excise Tax. Describe all other applicable taxes and prompt payment discounts.

TAXES (Describe)	<u>PRICE</u> <u>or</u>	<u>PERCENTAGE</u>
1)	\$ gallon	%
2)	\$ gallon	%
3)	\$ gallon	%
4) Invoice Prompt Payment Discount, deduct from quoted margin	\$ gallon	If pay within _____ calendar days from date of invoice

PROPOSAL PAGE 9 - CARDLOCK FUELING

VENDOR INFORMATION

Indicate which one of the following best describes your company and the number of years in business under the current company name.

<u>CHECK APPLICABLE</u>	<u>DESCRIPTION</u>	<u>YEARS IN BUSINESS</u>
	Refiner	
	Branded Jobber	
	Unbranded Jobber	
	Distributor	
	Dealer	
	Other (Describe)	

REFERENCES

List at least three (3) references from those cardlock fuel customers purchasing at least 5,000 gallons of fuel per year.

<u>COMPANY NAME</u>	<u>CONTACT PERSON</u>	<u>TELEPHONE NUMBER</u>	<u>LENGTH OF TIME SERVED</u>	<u>GALLONS PER YEAR</u>

PROPOSAL PAGE 10 - CARDLOCK FUELING

CONTRACT

If awarded this mobile fueling contract, do you have a standard contract document you would require the City to sign?

Yes _____ (Attach Copy)

No _____

SUB-VENDORS APPLICABLE TO CARDLOCK FUEL CONTRACT

List any and all sub-vendors you intend to use if awarded the cardlock fuel service outlined in this specification.

<u>COMPANY NAME</u>	<u>ADDRESS</u>	<u>CONTACT PERSON</u>	<u>PHONE NUMBER</u>	<u>CATEGORIES OF WORK</u>	<u>% OF WORK</u>

SUPPLY SOURCES

Attach copies of your fuel supply contract(s) to certify fuel supplies are available from one or more sources to perform this contract in the event of contract award (submit only the name/signature and contract volume pages). Attached: Yes _____ No _____

PROPOSAL PAGE 11 - CARDLOCK FUELING

VOLUME

Provide the approximate volume of cardlock fuel sales for your company in the calendar year 2024.

<u>DESCRIPTION</u>	<u>CARDLOCK</u> <u># OF GALLONS</u>
Low Sulfur Diesel	
Ultra Low Sulfur Diesel	
Unleaded Gasoline	
Mid Grade Unleaded Gasoline	
Premium Unleaded Gasoline	
E85 Ethanol	
R99 Renewable Diesel	

PROPOSAL PAGE 12 - CARDLOCK FUELING

NETWORKS

Which nationally recognized commercial fueling networks are you affiliated with? _____

CONTACT INFORMATION

List your vendor representative for this contract (name, e-mail address, phone, fax, and cell phone numbers).

PROPOSAL PAGE 13 - CARDLOCK FUELING

CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

The location, amenities, and pumps in each cardlock station are a component of proposal evaluation. Refer to RFP Exhibit 1 for instructions and example of how to fill out this form. Exhibit 2 is a list of City locations, Exhibit 3 is a list of required and desired amenities, and Exhibit 4 is a list of required pumps. List one cardlock facility per form. Proposals that don't complete this section as required will not be considered.

<u>Cardlock Facility, Address and Facility #</u>	<u>Which Pump Requirement Met. Enter the quantity of pumps.</u> # of Low Sulfur Diesel Pumps _____ # of Ultra Low Sulfur Diesel (ULSD) Pumps _____ # of Premium Diesel Pumps _____	<u>Miscellaneous Questions About This Facility</u> Current sales tax rate _____ % If ULSD pump will be available here in future, state date _____ Location / / is / / is not in a fueling network. State name of network _____
<u>Which City Location(s) Will it Serve?</u> 1 mile:	# of Unleaded Pumps _____ # of Mid Grade Unleaded Pumps _____	
2-5 miles:	# of Premium Unleaded Pumps _____	
Over 5 miles:	# of High Speed LSD/ULSD Pumps _____	
<u>Amenities Available?</u>	# of High Speed Unleaded Pumps _____ # of Card Readers _____ # of E85 Ethanol Pumps _____ # of R99 Renewable Diesel Pumps _____	

PROPOSAL PAGE 14 - CARDLOCK FUELING

CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

List one cardlock facility covered by this proposal on this form per the instructions and example #1 in Exhibit 1. Repeat the process on the next form for the next cardlock facility. Proposals that don't complete this section as required will not be considered.

<u>Cardlock Facility, Address and Facility #</u>	<u>Which Pump Requirement Met.</u> <u>Enter the quantity of pumps.</u> # of Low Sulfur Diesel Pumps _____ # of Ultra Low Sulfur Diesel (ULSD) Pumps _____ # of Premium Diesel Pumps _____ # of Unleaded Pumps _____ # of Mid Grade Unleaded Pumps _____ # of Premium Unleaded Pumps _____ # of High Speed LSD/ULSD Pumps _____ # of High Speed Unleaded Pumps _____ # of Card Readers _____ # of E85 Ethanol Pumps _____ # of R99 Renewable Diesel Pumps_____ 	<u>Miscellaneous Questions About This Facility</u> Current sales tax rate _____% If ULSD pump will be available here in future, state date _____ Location / / is / / is not in a fueling network. State name of network _____
<u>Which City Location(s) Will it Serve?</u> 1 mile:		
2-5 miles:		
Over 5 miles:		
<u>Amenities Available?</u>		

PROPOSAL PAGE 15 - CARDLOCK FUELING

CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

List one cardlock facility covered by this proposal on this form per the instructions and example #1 in Exhibit 1. Repeat the process on the next form for the next cardlock facility. Proposals that don't complete this section as required will not be considered.

<u>Cardlock Facility, Address and Facility #</u> 	<u>Which Pump Requirement Met. Enter the quantity of pumps.</u> # of Low Sulfur Diesel Pumps _____ # of Ultra Low Sulfur Diesel (ULSD) Pumps _____ # of Premium Diesel Pumps _____ 	<u>Miscellaneous Questions About This Facility</u> Current sales tax rate _____ % If ULSD pump will be available here in future, state date _____ Location / / is / / is not in a fueling network. State name of network _____
<u>Which City Location(s) Will it Serve?</u> 1 mile:	# of Unleaded Pumps _____ # of Mid Grade Unleaded Pumps _____ 	
2-5 miles:	# of Premium Unleaded Pumps _____ 	
Over 5 miles:	# of High Speed LSD/ULSD Pumps _____ 	
<u>Amenities Available?</u> 	# of High Speed Unleaded Pumps _____ # of Card Readers _____ # of E85 Ethanol Pumps _____ # of R99 Renewable Diesel Pumps _____ 	

PROPOSAL PAGE 16 - CARDLOCK FUELING

CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

List one cardlock facility covered by this proposal on this form per the instructions and example #1 in Exhibit 1. Repeat the process on the next form for the next cardlock facility. Proposals that don't complete this section as required will not be considered.

<u>Cardlock Facility, Address and Facility #</u>	<u>Which Pump Requirement Met. Enter the quantity of pumps.</u>	<u>Miscellaneous Questions About This Facility</u>
	# of Low Sulfur Diesel Pumps _____	Current sales tax rate _____%
	# of Ultra Low Sulfur Diesel (ULSD) Pumps _____	If ULSD pump will be available here in future, state date _____
	# of Premium Diesel Pumps _____	Location / / is / / is not in a fueling network.
<u>Which City Location(s) Will it Serve?</u>	# of Unleaded Pumps _____	State name of network _____
1 mile:	# of Mid Grade Unleaded Pumps _____	
2-5 miles:	# of Premium Unleaded Pumps _____	
Over 5 miles:	# of High Speed LSD/ULSD Pumps _____	
<u>Amenities Available?</u>	# of High Speed Unleaded Pumps _____	
	# of Card Readers _____	
	# of E85 Ethanol Pumps _____	
	# of R99 Renewable Diesel Pumps _____	

PROPOSAL PAGE 17 - CARDLOCK FUELING

CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

List one cardlock facility covered by this proposal on this form per the instructions and example #1 in Exhibit 1 Repeat the process on the next form for the next cardlock facility. Proposals that don't complete this section as required will not be considered.

<u>Cardlock Facility, Address and Facility #</u>	<u>Which Pump Requirement Met. Enter the quantity of pumps.</u> # of Low Sulfur Diesel Pumps _____ # of Ultra Low Sulfur Diesel (ULSD) Pumps _____ # of Premium Diesel Pumps _____ # of Unleaded Pumps _____ # of Mid Grade Unleaded Pumps _____ # of Premium Unleaded Pumps _____ # of High Speed LSD/ULSD Pumps _____ # of High Speed Unleaded Pumps _____ # of Card Readers _____ # of E85 Ethanol Pumps _____ # of R99 Renewable Diesel Pumps _____	<u>Miscellaneous Questions About This Facility</u> Current sales tax rate _____ % If ULSD pump will be available here in future, state date _____ Location / / is / / is not in a fueling network. State name of network _____
<u>Which City Location(s) Will it Serve?</u> 1 mile:		
2-5 miles:		
Over 5 miles:		
<u>Amenities Available?</u>		

PROPOSAL PAGE 18 - CARDLOCK FUELING

CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

List one cardlock facility covered by this proposal on this form per the instructions and example #1 in Exhibit 1. Repeat the process on the next form for the next cardlock facility. Proposals that don't complete this section as required will not be considered.

<u>Cardlock Facility, Address and Facility #</u>	<u>Which Pump Requirement Met. Enter the quantity of pumps.</u>	<u>Miscellaneous Questions About This Facility</u>
	# of Low Sulfur Diesel Pumps _____	Current sales tax rate _____%
	# of Ultra Low Sulfur Diesel (ULSD) Pumps _____	If ULSD pump will be available here in future, state date _____
	# of Premium Diesel Pumps _____	Location / / is / / is not in a fueling network.
<u>Which City Location(s) Will it Serve?</u>	# of Unleaded Pumps _____	State name of network _____
1 mile:	# of Mid Grade Unleaded Pumps _____	
2-5 miles:	# of Premium Unleaded Pumps _____	
Over 5 miles:	# of High Speed LSD/ULSD Pumps _____	
<u>Amenities Available?</u>	# of High Speed Unleaded Pumps _____	
	# of Card Readers _____	
	# of E85 Ethanol Pumps _____	
	# of R99 Renewable Diesel Pumps _____	

PROPOSAL PAGE 19 - CARDLOCK FUELING

CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

List one cardlock facility covered by this proposal on this form per the instructions and example #1 in Exhibit 1. Repeat the process on the next form for the next cardlock facility. Proposals that don't complete this section as required will not be considered.

<u>Cardlock Facility, Address and Facility #</u>	<u>Which Pump Requirement Met. Enter the quantity of pumps.</u> # of Low Sulfur Diesel Pumps _____ # of Ultra Low Sulfur Diesel (ULSD) Pumps _____ # of Premium Diesel Pumps _____ # of Unleaded Pumps _____ # of Mid Grade Unleaded Pumps _____ # of Premium Unleaded Pumps _____ # of High Speed LSD/ULSD Pumps _____ # of High Speed Unleaded Pumps _____ # of Card Readers _____ # of E85 Ethanol Pumps _____ # of R99 Renewable Diesel Pumps _____	<u>Miscellaneous Questions About This Facility</u> Current sales tax rate _____ % If ULSD pump will be available here in future, state date _____ Location / / is / / is not in a fueling network. State name of network _____
<u>Which City Location(s) Will it Serve?</u> 1 mile:		
2-5 miles:		
Over 5 miles:		
<u>Amenities Available?</u>		

PROPOSAL PAGE 20 - CARDLOCK FUELING

CARDLOCK FACILITY LOCATIONS, AMENITIES, PUMPS, AND PROXIMITY TO CITY FACILITIES

List one cardlock facility covered by this proposal on this form per the instructions and example #1 in Exhibit. Repeat the process on the next form for the next cardlock facility. Proposals that don't complete this section as required will not be considered.

<u>Cardlock Facility, Address and Facility #</u>	<u>Which Pump Requirement Met.</u> <u>Enter the quantity of pumps.</u> # of Low Sulfur Diesel Pumps _____ # of Ultra Low Sulfur Diesel (ULSD) Pumps _____ # of Premium Diesel Pumps _____ # of Unleaded Pumps _____ # of Mid Grade Unleaded Pumps _____ # of Premium Unleaded Pumps _____ # of High Speed LSD/ULSD Pumps _____ # of High Speed Unleaded Pumps _____ # of Card Readers _____ # of E85 Ethanol Pumps _____ # of R99 Renewable Diesel Pumps _____	<u>Miscellaneous Questions About This Facility</u> Current sales tax rate _____ % If ULSD pump will be available here in future, state date _____ Location / / is / / is not in a fueling network. State name of network _____
<u>Which City Location(s) Will it Serve?</u> 1 mile:		
2-5 miles:		
Over 5 miles:		
<u>Amenities Available?</u>		

APPENDIX C

Signature Page

City of Tacoma Insurance Requirements

Sample Contract

SIGNATURE PAGE

CITY OF TACOMA TPU Fleet Services

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. UF25-0106F Cardlock, Mobile Fuel and Car Wash Services

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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 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.

3.3 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.

3.4 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Ten Million Dollars (\$10,000,000) 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.

3.5 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.

CONTRACT

Resolution No.
Contract No.

This Contract is made and entered into effective as of [Month], [Day], [Year] ("Effective Date") by and between the City of Tacoma, a Municipal Corporation of the State of Washington ("City"), and [supplier name as it appears in Ariba, including dbas or trade names] ("Contractor").

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

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as "Contract Documents":

 1. Specification No. [Spec Number] [Spec Title] together with all authorized addenda.
 2. Contractor's submittal [or specifically described portions thereof] dated [Enter Submittal Date] submitted in response to Specification No. [Spec Number] [Spec Title].
 3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.

- II. If federal funds will be used to fund, pay or reimburse all or a portion of the services provided under the Contract, the terms and conditions set forth at this Appendix A are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract.

If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, a fully completed Appendix B, "Sub-recipient Information and Requirements" is incorporated into and made part of this Contract.
- III. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
 1. Contract, inclusive of Appendices A and B.
 2. List remaining Contract Documents in applicable controlling order.
- IV. The Contract terminates on xxxxx, and may be renewed for xxxxxxxx
- V. The total price to be paid by City for Contractor's full and complete performance hereunder, including during any authorized renewal terms, may not exceed:
\$[Dollar Amount], plus any applicable taxes.
- VI. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VII. 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.

VIII. 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 the insurance requirements contained in the Contract Documents shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.

It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

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.

CITY OF TACOMA:

Signature:

Name:

Title:

CONTRACTOR:

Signature:

Name:

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 A
FEDERAL FUNDING**

1. Termination for Breach

CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

2. Prevailing Wages

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

3. COPELAND ANTI-KICKBACK ACT

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts.

The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

4. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Contract, CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. If the CONTRACTOR does over \$10,000 in business a year that is funded, paid or reimbursed with federal funds, CONTRACTOR will take specific and affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- F. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures

authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

5. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal

contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

6. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funds.

7. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

8. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

9. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.

10. PROCUREMENT OF RECOVERED MATERIALS

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

APPENDIX A-1

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

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

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

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

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

APPENDIX B—Sub-recipient information and requirements

Pursuant to 2 CFR 200.332(a)(1) Federal Award Identification

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency <i>by this action</i>: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency		(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		