



City of Tacoma, WA

**PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSALS
INTEGRATED PARKING MANAGEMENT SOLUTION
SPECIFICATION NO.: PW14-0662F**

PUBLIC WORKS



City of Tacoma
PUBLIC WORKS DEPARTMENT

REQUEST FOR PROPOSALS
PW14-0662F
Integrated Parking Management Solution

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 28, 2015

Submittal Delivery: Sealed submittals will be received and time stamped at this location only:

City of Tacoma Procurement and Payables Division
Tacoma Public Utilities - Administration Building North, Main Floor
3628 South 35th Street, Tacoma, WA 98409

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor in the same building. Submittals in response to an RFP or RFQ are recorded as received but are not typically opened and read aloud. After 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

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: The City of Tacoma is seeking proposals for a modernized and integrated parking management system.

Estimate: N/A

Additional Information: Requests for information regarding the specifications may be obtained by contacting Chuck Blankenship, senior buyer, by email to charles.blankenship@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 Proposals page.

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

The following items make up your submittal package:	
One original, 5 copies and one electronic copy (CD or flash drive) of your complete submittal package (with original and copies clearly identified)	
Signature Page (Appendix A)	
Information in Section 4.16 – Content to be Submitted	
After award, the following documents will be executed:	
Contract	
Performance Bond	
Insurance Certificate	

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 1 – SOLICITATION**

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

Submittal packages must be received by the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package. City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.**

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Division prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

Submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new submittals.

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds

without limitation, and may exercise, at its sole discretion, the following rights and conditions:

1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all respondents in connection with this RFP process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.
12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.
13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

The City of Tacoma reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, provided such submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. Evaluation Factors

In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible submittal:

1. Compliance with the Specification and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
2. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

All other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

B. Cash Discount

Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at www.TacomaPurchasing.org. Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the

submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 SHIPPING

Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

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

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

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.

A. Federal Excise Tax

The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Respondent's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.

C. City of Tacoma Business and Occupation Tax

It is the Respondent's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal.

Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website <http://www.cityoftacoma.org/Page.aspx?nid=201>.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. Failure to include a Washington State Business License may be grounds for rejection of the submittal. Information regarding Washington State Business Licenses may be obtained at <http://www.dol.wa.gov/businesses.htm>.

1.17 PUBLIC DISCLOSURE

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

1.18 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent.** Marking the entire submittal as "confidential" or "proprietary" or "trade secret" is not acceptable and is grounds to reject such submittal.

If a public records request is made for disclosure of all or any part of Respondent's submittal, **and** Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma's Title VI coordinator at 253-591-5224 for additional information.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.23 AWARD

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

1.24 FINAL AWARD DETERMINATION

The Tacoma City Council or Public Utility Board, for awards over \$200,000, shall be the final judge as to which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma to accept. The purchasing manager makes the determination for awards of \$200,000 and less.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SUPPLIES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 SUPPLIER

As used herein, the "Supplier" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Seller, Vendor, Proposer, Bidder, Contractor, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Supplier's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent Supplier invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 APPROVED EQUALS

Unless an item is indicated as "No substitute," special brands, when named, are intended to describe the standard of quality, performance or use desired. Equal items will be considered by the City, provided that the Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.

The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by the Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at the Supplier's expense.

When a brand name or level of quality is not stated in the Supplier's submittal, it is understood the Supplier's submittal shall exactly confirm with those required in this Contract. If more than one brand name is stated in this Specification, Supplier(s) must indicate the brand and model/part number to be supplied.

2.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, the place of destination (as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.

B. Delivery

Delivery will be to the designated addresses set forth in this Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except holidays. Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Supplier's expense except in the case of force majeure.

2.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.06 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

2.07 INCREASE OR DECREASE IN QUANTITIES

The City reserves the right to increase or decrease the quantities of any item awarded pursuant to this Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

2.08 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.09 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in this Contract.

2.10 COMPARATIVE PRICING

If at any time during the term of this Contract, the Supplier reduces prices to other buyers purchasing approximately the same quantities stated on this Contract, the Supplier will immediately notify the City of Tacoma purchasing manager of such fact, and the price(s) for future orders hereunder shall be reduced accordingly.

2.11 CHANGES

The City at any time by written change order may make reasonable changes in the place of delivery, installation or inspection, the method of shipment or packing, identification and ancillary matters that the Supplier may accommodate without substantial additional expense.

2.12 COOPERATIVE PURCHASING

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

2.13 WARRANTIES/GUARANTEE

Suppliers warrant that all items: are merchantable; comply with the City's latest drawings and specifications; are fit for the City's intended use; are new and unused unless otherwise stated; comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products

Safety Act, and all other applicable state and federal laws or agency regulations; are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

2.14 PATENTS, TRADEMARKS AND COPYRIGHTS

The Supplier warrants that the equipment and/or materials furnished pursuant to this Contract do not infringe on any patent, trademark or copyright, and agrees to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

2.15 DEFAULT

In the event of material default by the Supplier on any of the conditions of this Contract, the Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due the Supplier, or collect against the bond or security (if any), or may invoice and recover from the Supplier all costs paid in excess of the price(s) set forth in this Contract. The prices paid by the City in good faith shall be considered the prevailing market price at the time such purchase is made.

2.16 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Supplier acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Supplier agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

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

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event the Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Supplier's total compensation.

2.17 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

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

2.18 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

2.19 NONDISCRIMINATION

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

2.20 PREVAILING WAGES PAID – IF REQUIRED

If federal, state, local or any applicable law requires the Supplier to pay prevailing wages in connection with this Contract, and Supplier is so notified by the City, then the Supplier shall pay applicable Prevailing Wages.

2.21 CONFLICT OF INTEREST

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

2.22 RIGHT TO AUDIT

Upon City's request, the Supplier shall make available to City all accounts, records and documents related to this Contract for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

2.23 TERMINATION

The City reserves the right to terminate this Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials or equipment previously furnished hereunder shall become its property.

2.24 INDEMNIFICATION – HOLD HARMLESS

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

2.25 PUBLIC DISCLOSURE

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

2.26 DISPUTE RESOLUTION

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

2.27 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration or litigation arising out of this Contract.

2.28 ASSIGNMENT

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

2.29 WAIVER

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

2.30 SEVERABILITY AND SURVIVAL

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

2.31 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Supplies, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Supplies, are fully incorporated into and considered part of the Contract.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 3 – SERVICES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

3.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

3.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Contractor's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

3.03 SERVICES

The services and/or work contracted for herein exclude public works and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

3.04 SCOPE OF WORK

The Contractor agrees to diligently and completely perform the services required by this Contract.

The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor the City agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Delivery of incidental products will be as designated in this Contract.

3.05 TIME FOR PERFORMANCE

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

3.06 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

3.07 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Contractor.

3.08 INVOICES

Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

3.09 PAYMENT TERMS

Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained, and a properly completed invoice is received by the City. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

3.10 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

3.11 COOPERATIVE PURCHASING

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

3.12 WARRANTIES/REPRESENTATIONS

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which the City intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by the City, other City contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

3.13 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Contractor acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the Contractor agrees to comply with all applicable laws regarding the reporting of income, maintenance of records and all other requirements and obligations imposed pursuant to applicable law.

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

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Contractor agrees to hold the City harmless from such costs, including attorney's fees. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

3.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

All federal, state, municipal and/or local laws and regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

3.15 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

3.16 NON-DISCRIMINATION

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

3.17 PREVAILING WAGES PAID – IF REQUIRED

If this Contract involves services for which state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference. If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that no worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and (c) immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by the 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 must be received or verified by the City prior to final Contract payment.

3.18 CONFLICT OF INTEREST

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

3.19 REPORTS, RIGHT TO AUDIT, PERSONNEL

A. Reports

The Contractor shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken pursuant to this Contract.

B. Right to Audit

Upon City's request, the Contractor shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under this Contract.

C. Personnel

If before, during, or after the execution of this Contract, the Contractor has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to this Contract, then the Contractor is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. This Contract provision shall only be waived by written authorization by the City, and on a case by case basis.

3.20 TERMINATION AND SUSPENSION

The City may terminate this Contract at any time, with or without cause, by giving 10 business days written notice to Contractor. In the event of termination, all finished and unfinished work prepared by the Contractor pursuant to this Contract shall be provided to the City. In the event City terminates this Contract due to the City's own reasons and without cause due to the Contractor's actions or omissions, the City shall pay the Contractor the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

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

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

3.21 INDEMNIFICATION – HOLD HARMLESS

The Contractor shall indemnify, defend and hold harmless the City, its officials, officers, agents, employees and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the fault of the City, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees against the City and, solely for the purpose of this indemnification and defense, the Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

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

3.22 INSURANCE

The Contractor shall maintain all necessary insurance to protect Contractor and the City from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

3.23 INDEPENDENT CONTRACTOR STATUS

The Contractor is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall the Contractor be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Contractor. The Contractor shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at

its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

3.24 NOTICES

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

3.25 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

To the extent that Contractor creates any work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, Contractor agrees to the following: The work has been specially ordered and commissioned by the City. Contractor agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Contractor hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Contractor's creation of the work.

The Contractor shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless the City for any claim resulting there from.

3.26 PUBLIC DISCLOSURE

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

3.27 DUTY OF CONFIDENTIALITY

Contractor acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Contractor's employees, agents, or subcontractors who have a substantial need to know such information in connection with Contractor's performance of obligations under this Contract, the Contractor shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

3.28 DISPUTE RESOLUTION

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

3.29 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this Contract. The state or federal courts located in Pierce County shall be the venue of any mediation, arbitration or litigation arising out of this Contract.

3.30 ASSIGNMENT

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

3.31 WAIVER

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

3.32 SEVERABILITY AND SURVIVAL

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

3.33 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Services, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Services, are fully incorporated into and considered part of the Contract.

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SECTION 4 – PROJECT INFORMATION AND REQUIREMENTS

4.1 GENERAL INFORMATION

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

The City of Tacoma (City), seeks to more fully integrate the components of its Parking System ("System"). The City believes that an integrated management solution will assist in the ability to influence parking behavior to accomplish our goals, including minimum 85% on-street occupancy throughout the downtown core and in the neighboring business districts. The City is also interested in a new process to ensure the timely payment of citations and a new system to increase payment compliance. Unpaid citations in the City are a significant issue that warrants a new solution.

In addition, the City is reformulating its Residential Parking Permit Program (RPPP) to provide a level of service consistent with the desires of the residents and permit holders. The RPPP is a component of the Parking System and the City plans to enforce it by an efficient method such as a License Plate Recognition (LPR) system.

The City uses a volunteer Parking Technical Advisory Group (PTAG) to help guide decisions on its parking system and daily operations. The selected Proposer will be required to describe and demonstrate its proposed solution at one or more monthly meetings with PTAG.

The City's Parking System consists of four components:

1. On-street metered parking
Tacoma's downtown core area has approximately 2,000 on-street time regulated parking spaces. The maximum time limits are 90 minutes, 2 hours and 5 hours, depending on meter location. All paid parking spaces are currently managed with Parkeon Strada Paystations. The City is currently adding up to 28 Parkeon Strada Tpal units to its metering system. The management of this component of the System is outsourced to a third-party vendor.
2. Off-street structured parking
The Parking System currently operates six (6) garage facilities and two (2) surface parking lots representing approximately 2,600 spaces or nearly 34% of the parking supply in downtown Tacoma. The revenue control systems vary by site and include: Amano-McGann, Amano-Iparc and Digital Payment (Pay Station) Technology. The City intends to convert all existing facilities to a pay-by-space format as resources and support allows. The management of this portion of the System is outsourced to a third-party vendor.
3. Enforcement
The City currently manages all on-street enforcement activity. The Parking Services department currently employs 8 Parking Enforcement Officers (PEOs) and a Supervisor. Enforcement Officers utilize Hand Held Units (HHUs) to issue citations. The PEOs coverage area includes downtown and several outlying business districts. The Tacoma Police Department (TPD) provides limited parking enforcement in residential areas, during events, and life safety as observed. The City's parking enforcement system is not real-time and requires batch downloads each evening. The TPD issues hand written citations only. All citations are transmitted to the Tacoma/Pierce County Municipal Court for payment, adjudication, or collections.

4. Parking Citation Processing

All parking citations are transmitted to the Tacoma/Pierce County Municipal Court for payment, adjudication, or collections. The electronic transfer of citation records was updated a few years back to include electronic upload to a citation tracking system called Judicial Information System (JIS). However, this system is complex and inefficient when compared to other known and emerging tracking and payment systems and the City desires a modernized and efficient system.

The City prefers a solution with scalable hardware and software elements or menu. Hence, the specifications herein are intended to elicit such a solution. The City and Proposer are expected work together to train the City's existing Parking Enforcement Officers (PEO) for the daily operation of an LPR system, handhelds, and the back office solution. It is expected the Proposer will own and operate the proposed vehicle immobilization system. The City, the Municipal Court and Proposer are expected to work together to design and implement an efficient citation processing system. The proposers should submit their best ideas and solutions that will:

- Increase payment compliance
- Increase collections
- Increase efficiencies
- Identify repeat offenders
- Identify scofflaws
- Improve communications with customers
- Easily allow extraction of reports (standardize or custom) for system analysis, problem resolution, monitoring efficiency, etc.
- Achieve efficiency by incorporating a relational database that contains permits, properties, citations, vehicles, and customers
- Provide an optimized system with a user friendly application for tracking citations issued, payment status, appeal requests and outcomes, collections efforts, pre-immobilization notices, vehicles that have been immobilized or have been approved for immobilization, the status/location of immobilized vehicles in a user friendly application
- Integrated enforcement hardware
- Utilize customer friendly systems/techniques such as 1st warning tracker.
- Provide the City with management flexibility in the areas of operation, maintenance, programming, and auditing
- Integrated, reliable, and improved accounting/reporting, and auditing of citations revenues.
- Manage penalties and fees of the solution at a level of affordability consistent with area household income.

All proposals should include a database focused software application and appropriate hardware devices including, but not limited to, handheld ticket writers, LPR technology, electronic cash drawers and receipt printers, scofflaw management hardware and technology, interface with the court systems, and provide a web-based application for customer payment systems and processes.

Proposals must include onsite installation of all components, onsite training for City staff for all components, optional web based training for all components, technical support and future software/upgrades as well as appropriate deployment assistance to ensure the system is properly implemented and operating as designed and expected.

Additional technical information / ideal solution elements list can be found in Appendix C.

4.2 INQUIRIES TO RFP

No pre-proposal conference is being held; however, questions and request for clarifications of the specifications may be submitted in writing by **3:00 p.m., Pacific Time, March 31, 2015**, to Chuck Blankenship, Purchasing Division, via email to charles.blankenship@cityoftacoma.org. No further questions will be accepted after this date and time. The City will not be responsible for unsuccessful submittal of questions.

Written answers to all questions will be posted on the Purchasing website at www.TacomaPurchasing.org on or about **April 3, 2015**. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential. The answers are not typically considered an addendum.

4.3 REVISIONS TO RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to all registered plan holders and posted on the Purchasing website at www.TacomaPurchasing.org. Answers in response to RFP are not typically provided as an addendum.

4.4 CALENDAR OF EVENTS

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

Publish and issue RFP	March 20, 2015
Pre-Proposal Questions Due	March 31, 2015
Response to Questions Published	April 3, 2015
Submittal Deadline	April 28, 2015
Submittals evaluated	May 2015
Award recommendation	May/June 2015
City Council consideration of award	June 2015

Contract may be issued after City Council approval.

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

4.5 CONTRACT TERMS

The contract for implementation is expected to be no longer than two years. However, maintenance and licensing agreements will be per final negotiated contract terms. The City has not estimated a cost for the integrated solution due to the potential variability of the systems proposed.

The City requires design and installation of the entire system to be completed no later than 150 days following the effective date of a contract containing the elements of an integrated parking solution to be implemented.

The contract is expected to contain a provision of liquidated damages assessed to the firm should the complete system not be operational by the date specified in the contract. A penalty of \$150/day will be assessed to the contractor for each day the City determines the system is not fully operational.

The City of Tacoma reserves the right to cancel in writing the contract for any reason, upon (10) business days written notice.

4.6 RESPONSIVENESS

Respondents agree to provide up to 180 days for acceptance by the City starting from the submittal deadline.

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 to be immaterial.

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

4.7 ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City's Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. "Environmentally preferable" means products or services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw materials acquisition, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service. To view the above City policies go to Section XXIV.A. of the [Purchasing Policy Manual](#).

4.8 COSTS TO PREPARE SUBMITTAL

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

4.9 SUBMITTAL CLARIFICATION

Respondents may be asked to clarify their submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, the Respondent must respond to such requests within two business days.

4.10 ACCEPTANCE OF PROPOSAL CONTENTS

The Proposal contents of the successful Respondent will become a contractual obligation if a contract ensues.

4.11 CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute a Contract with the City. Unless mutually agreed otherwise, the Contract will contain, and incorporate by reference, all of the terms and conditions contained in this RFP. Respondents may provide the City with any specific form of contract or agreement that the Respondent desires to be used, including licensing, maintenance and support agreements. If the terms and conditions in a Respondent provided form contract are intended to replace, modify or supersede the terms and conditions contained in this RFP, Respondent must identify any such contractual provisions and specify which term or condition contained in this RFP the identified contract provision(s) are intended to replace, modify or supersede. If no alternate forms of contract are submitted Respondents may separately propose exceptions, amendments or modifications to the terms and conditions contained in this RFP. Proposed exceptions, amendments or modifications must reference the specific term or condition to which exception is taken and must include the alternate contract language requested by Respondent.

Although the City may elect to negotiate with the successful Respondent, the City retains sole discretion to determine the ultimate form, terms and conditions of any contract resulting from this RFP. If agreement is not reached as to the form, terms and conditions of a contract the City retains the right to discontinue contract negotiations and to begin contract negotiations with another Respondent.

No costs chargeable for work under the proposed Contract may be incurred before the effective date of a Contract.

4.12 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 Contractor 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.

4.13 COMMITMENT OF 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.

4.14 PRICING

Pricing under any contract resulting from this RFP shall be firm for the contract period.

4.15 FORMAT AND PRESENTATION

Proposals must be clear, succinct, and not exceed 40, 8-1/2 X 11, double-sided pages, excluding required City of Tacoma form and appendix materials and excluding exceptions to terms and conditions and excluding sample forms of contract. Respondents who submit more pages indicated risk not having the additional pages of the proposal read or considered.

For purposes of review and in the interest of the City's sustainable business practices, the City encourages the use of submittal materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. The City encourages the use of 3-ring binders to allow reviewers to remove specific pages/sections. Please do not use spiral or gum bindings. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable. Color is acceptable, but content should not be lost by black-and-white printing or copying.

Information that is confidential must be clearly marked and indexed. See the Standard Terms and Conditions Section 1 – Solicitation 1.17 & 1.18.

4.16 CONTENT TO BE SUBMITTED

Provide complete and detailed responses to all items below. Please use the same numbering format as presented below. Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

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.

Section 1: Required Form

- A. Signature Page – Found in Appendix A
Return a completed Signature Page with your Proposal.

Section 2: Qualifications / Experience / References:

- A. Describe your firms experience and qualifications integrating and rationalizing multi-agency (State, County, City, Courts, etc...) citation/revenue/collection systems.
- B. List of key individuals, including the proposed project manager and their qualifications, including resumes. (If an interview is conducted, the proposed project manager shall be present).
- C. Provide up to 3 recent client references to verify your firm's overall qualifications and expertise to perform this scope of work. Reference's from Municipal agencies preferred.
- D. Proposer shall demonstrate they are in the business of providing parking solutions and must possess sufficient financial support, equipment and organization to satisfactorily perform the services and provide the deliverables if awarded a Contract.

Section 3: Technology / Components

- A. Proposer must describe, in detail, all of the equipment and software for the their proposed integrated parking solution (Use Appendix C, Ideal Solution Elements List / Technical Information as your guide for formulating your proposed solution).
- B. Proposer shall describe how they will develop and implement procedures for each element mindful that the entire parking solution will require coordination with the City's volunteer Parking Technical Advisory Group (PTAG).
- C. Describe how the potential system will enhance the City's enforcement and collections efforts while supporting high levels of customer service.
- D. Proposer shall explain the availability of spare-parts and/or "swap-outs" for the proposed hardware components of the system.
- E. Proposer shall explain ongoing support/management requirements once the proposed system is installed
- F. Proposer must describe, in detail, the proposed security measures deployed to protect data access, hacking liability and system integrity.

- G. Proposer should provide the latest information on technological advancements that support or enhance the City's parking system plan.

Section 4: Project Approach / Methodology

- A. Proposer shall provide specific timeframes and milestones for the implementation of each proposed solution, consistent with the ultimate deadline for performance contained herein.
- B. Proposer will describe the method in which their proposed solution meets the City's needs and how it can be carried out.
- C. Describe your ability to perform the requested services within 150 days following the effective date of a Contract contained in Section 4.5. See the Scope of Work, Section 5 for additional details regarding project timeframes and milestones for deliverables.

Section 5: Financial / Expenses

- A. Proposer shall quote fixed and firm prices for all elements (equipment/hardware, software licenses, labor for system deployment and initial project management, back-office support and integration elements) of the LPR and Handheld systems. A price shall be quoted for each; the LPR system components and the Handheld system components as the City plans to purchase, operate, and maintain the systems. The Proposer shall also list separately any and all prices/expenses for their proposed integrated parking system solution not included above such as, annual license fees, supplies, customer service, subcontracted services, maintenance expense, travel, warranty fees, and ongoing management expenses. These "on-going" services may be provided by the Proposer. The Proposer shall list these expenses, including tax, for the three periods of 24 months, 48 months, and 72 months.
- B. Proposer's proposal shall specifically list all proposed costs, penalties, fees or charges that may be enforced or assessed to the end user. Please note that proposed penalties and fees of the solution are subject to negotiation and City Council approval.
- C. Proposer may supply different financing options for system procurement including purchase, equipment lease, software licensing/maintenance, customer service/support, and revenue sharing, and other creative options. The maximum term is 6-year/72 month.

Section 6: Small Business Enterprise (SBE)

- a. Indicate whether your firm is a City of Tacoma [Small Business Enterprise firm](#).
- b. Indicate whether your firm will be partnering with, or subcontracting to, a City of Tacoma [Small Business Enterprise](#).
 - 1. Include name, address, and contact person of the SBE.
 - 2. Describe the work that will be completed by the SBE.
 - 3. What percentage of the total project will be completed by the SBE?

See Appendix D for the SBE Regulations.

Section 7: Sustainability

The City has an interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with Contractors that value community and environmental stewardship and help us meet our sustainable purchasing goals.

- A. Demonstrate your firm's commitment to providing the services identified in this RFP in a sustainable manner. What measures will your firm take to minimize impacts to the environment in the delivery of these services? Provide details of efforts, practices, and processes.
- B. Demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to, a formal sustainability program or policies covering recycling measures, energy conservation plans, water conservation policies, a green cleaning policy. Please provide details and include copies of reports, policies or plans if available.

Section 8: Credit Card Acceptance

Provide a statement regarding your ability to meet the City's credit card requirements (See Section 4.21) below, as well as, identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process and does not count toward the page total count.

- A. Respondent must be PCI-DSS compliant (secure credit card data management).
- B. Respondent must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level III merchant with the ability to pass along tax, shipping and merchant references information.

4.17 EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will assemble to review and evaluate the written submittals. After the evaluation, the SAC may conduct interviews of and/or request presentations by respondents before final selection is made.

The SAC may use references to clarify and verify information in 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.

The SAC may select one or more Respondent(s) to provide the services required.

A serious deficiency in any one criterion may be grounds for rejection.

Submittals are expected to be evaluated on the following criteria:

	CRITERIA	Points
A	Qualifications / Experience / References	20
B	Project Approach / Methodology	25
C	Financial / Expenses	20
D	Technology / Components	20

E	Small Business Enterprise	10
F	Sustainability	5

4.18 DEMONSTRATION OF SOLUTION

The Respondent is expected to provide, upon City request, a full demonstration of any product or service to help assess its viability either during the evaluation/scoring phase or before the award of a contract. All demonstrations shall be done at the expense of the Respondent and may require site visits to locations where the Respondent has a similar system currently operating. Any information and opinions gathered as a result of any demonstration shall be used during the evaluation process. The City may require visits to the Respondent's facilities or Respondent's client's facilities as part of the evaluation process.

Once a finalist(s) has been selected by the SAC, contract negotiations with that finalist(s) will commence, and if a contract is successfully negotiated, it will be submitted for final approval by the City Council (if required). Should City Staff and the selected firm fail to successfully negotiate an acceptable contract, the City shall in its sole discretion decide to begin negotiations with the next ranked Respondent.

4.19 INTERVIEWS

An invitation to interview or present, either in person or by conference call or video conference, may be extended to Respondents based on Selection Advisory Committee review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews. The SAC may determine scoring criteria for the interviews/ presentations 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.

4.20 AWARD

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

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

4.21 PAYMENT METHOD – CREDIT CARD ACCEPTANCE

The City, in its sole discretion, will determine the method of payment for all goods and/or services as part of this agreement.

The City's preferred method of payment is by procurement (credit) card. Respondents may be required to have the capability of accepting the City's authorized procurement card as a method

of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

When procurement card is the determined method for payment, Contractor must be:

- Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules.
 - A Respondent must be PCI-DSS compliance (secure credit card data management).
 - B Respondent must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level III merchant with the ability to pass along tax, shipping and merchant references information.
- Check, wire transfer or other cash equivalent.
- The City may consider cash discounts when evaluating submittals. See 1.06 B. of the Standard Terms and Conditions Section 1 – Solicitation.

4.22 INSURANCE REQUIREMENTS

During the course and performance of the services herein specified, Respondent will maintain insurance coverages shown in Appendix B below.

4.23 PERFORMANCE BOND

The Respondent may be required to provide a performance bond. The amount/value will be based on mutual discussion at contract award. However for bidding purposes the Respondent should assume a performance bond value of \$100,000. In general the purpose of the bond is to cover any claims that may arise from non-performance, misuse of data, or damage to vehicles during immobilization. If initiated, the Respondent must provide proof of a bond to the City within fifteen (15) calendar days after mutual agreement of a final draft contract.

SECTION 5 SCOPE OF WORK

The successful Proposer shall be responsible for assembling a comprehensive parking management solution that will meet with the City's vision described in Section 4.1 - General Information, 4.16- Content to be Submitted, sections 1-8, and the Ideal Solutions Elements List / Technical Information in Appendix C.

The Proposer shall provide the equipment, software and all other incidentals needed to implement the proposed System and manage its deployment. The City and Contractor will work together to train the City's existing Parking Enforcement Officers (PEO) for the daily operation of an LPR system, handhelds, and the back office solution. It is expected the Contractor will own, maintain, and operate the proposed vehicle immobilization system. The City, the Municipal Court, the State JIS, and Contractor are expected to work together to design and implement an efficient and integrated citation processing system.

Summary of Requirements

1. System Delivery

- 1.1. Contractor shall deliver, install, and integrate the necessary License Plate Recognition System, Hand Held Units, and Scofflaw Management hardware and software components of their proposed solution.
- 1.2. Contractor shall NOT use shareware or freeware without written approval from the City.
- 1.3. Contractor shall be responsible for any and all integration software or process needed for their proposed solution.
- 1.4. All hardware components shall support Simple Network Management Protocol (SNMP).
- 1.5. Contractor shall establish wireless network needed to connect all components required to provide the desired functionality of the proposed System.
- 1.6. The System shall provide a user-friendly interface for ease of use and durability
- 1.7. The System should easily allow the internal user to display all citation data entered and to edit or modify any field data without disruption of the citation entry process.

2. Software Requirements

- 2.1. All Commercial off-the-shelf (COTS) guaranteed messaging protocol shall adhere to open standards.
- 2.2. The software shall be capable of generating various file formats determined as necessary by the City to accommodate import/export between all aspects of the system.
- 2.3. The software should as much as practicable support current versions of any industry standard Internet Browsers and mobile web browsers to include at a minimum; (IE) Internet Explorer, Firefox, Safari, and Google Chrome.
- 2.4. The software should be completely configurable so that entry fields may be selected and made a required entry, an optional entry, or an unused field.
- 2.5. The software should support entry of information such as vehicle make, model, color, style, plate type, violation, void, and standard codes. The citation entry screen should be a selectable format such as drop down menus.

3. Optical Character Recognition (OCR) Software

- 3.1. When the license plate is scanned, the OCR software shall automatically search the appropriate database (division of motor vehicles, etc.) for a match. If a match is found, the customer and vehicle information shall be automatically entered into the proper data fields without additional keying by the officer.
- 3.2. The OCR software shall have the ability to save all license plate images (regardless if a violation has occurred) for a configurable amount of time.
- 3.3. The OCR software shall have the ability to process images in real time or near real time.
- 3.4. The OCR capabilities shall provide at a minimum the individual characters of the license plate number and state with a 99% confidence.
- 3.5. OCR results that cannot be located on a reference data list of license plates shall auto populate data entry fields with OCR results to begin the ticketing process however the system shall support a user confirmation (i.e. accept/reject) of system generated OCR results.
- 3.6. OCR results with less than 99% confidence will require user confirmation of OCR results prior to beginning the ticketing process.
- 3.7. Each image associated file name or data file shall include at a minimum: transaction sequence number, location, and date/timestamp to the seconds. The City desires embedding some or all of this information on the image or within a packaged file.
- 3.8. The images shall be saved in an open standard file format (i.e. PNG, JPEG, GIF or TIFF).
- 3.9. An auditable tone (configurable) shall be emitted from the LPR device when an OCR results in a violation.
4. Software Security
 - 4.1. The software shall require a username and password secure sign-in.
 - 4.2. At no time shall credit card information be stored on the system and must be encrypted during transport.
 - 4.3. The Contractor shall adhere to the latest addition of the Payment Card Information Data Security Standards (PCI-DSS) provided by VISA, MasterCard, American Express, and Discover.
5. Licensing and Use Rights
 - 5.1. All software licensing agreements resulting from this RFP and the resulting Contract shall provide for usage to the City on a global basis.
 - 5.2. The license shall provide for the use by the City or authorized agents, and shall not be limited in terms of number of people, name or job title.
 - 5.3. Should the software not be proprietary to the Proposer, all licensing expenses shall be borne by the Contractor and included in the annual software maintenance costs.
 - 5.4. There shall be no additional charges for moving the software, or changing hardware or operating systems.
6. Software Maintenance and Technical Support
 - 6.1. Contractor shall offer total support for the System under a single comprehensive maintenance and support program.
 - 6.2. Software maintenance shall include at a minimum all enhancements and new releases subsequent to the initial purchase.
 - 6.3. Software maintenance shall provide for, at a minimum, support of prior releases, remote customer support, and error/bug corrections.

6.4. Problem priority levels shall be defined as follows and provide for satisfactory response and resolution times according to the criticality of the issue:

- a. Priority One (1) – Failures are major system failures that render the system completely unusable an/or inoperable, and are considered to be operationally unacceptable by the City
- b. Priority Two (2) – Failures are major and minor system failures that significantly reduce system operability and usability, and are considered to be operationally unacceptable by the City
- c. Priority Three (3) – Failures are minor system failures that minimally reduce system operability and usability, and are considered to be operationally acceptable by the City
- d. Priority Four (4) – Failures are minor system failures and punch list items that have little to no effect on system operability and usability, and are considered to be operationally acceptable by the City.

6.5. Should the Contract be terminated for cause or should the Contractor default, it shall provide a prorated refund for software maintenance paid by the City.

7. Source Code

7.1. The Contractor shall provide all source code for the proposed solution or at a minimum arrange that all source code be kept in escrow with a third-party on behalf of the City

8. System Data

8.1. All input data gathered and output data produced shall be the owned by and be the property of the City. Within thirty (30) days written request by the City the Contractor shall provide such data. Should the Contract be terminated for convenience or for Contractor default then the Contractor shall provide the City with all data no later than 30 days after the effective termination date of the contract. All data shall be delivered in a renderable format.

APPENDIX A

Signature Page

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF PUBLIC WORKS

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. 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.

Submittals will be received and time stamped only at the City of Tacoma Purchasing Division, located in the Tacoma Public Utilities Administration Building North, Main Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Proposals page near the beginning of the specification for additional details.**

REQUEST FOR PROPOSALS SPECIFICATION NO. PW14-0662F

Integrated Parking Management Solution

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

APPENDIX B

Standard Insurance Requirements

During the course and performance of the services herein specified, CONTRACTOR will maintain the following insurance coverages:

- A. Workers' Compensation and employer's liability – statutory limits
- B. Commercial General Liability - \$1,000,000 single limit combined for personal injury, property damage; \$2,000,000 aggregate.
- C. Automobile public liability and property damage - \$1,000,000 combined single limit for errors and omissions resulting in monetary loss normally covered by professional liability insurance.

Certificates of the above insurance coverage shall be delivered, within ten (10) days, to the CITY by CONTRACTOR'S insurance carrier or agent certifying the above insurance coverage items are in effect and will not be cancelled or materially changed without thirty (30) days written notice given to the CITY. The commercial general liability policy shall be on an occurrence basis and shall include an endorsement naming the CITY as an additional insured for ongoing and completed work and stating that coverage under such policy is primary over and non-contributory with any insurance the CITY may maintain.

The Contractor shall furnish the Purchasing Office with a Certificate of Insurance with the following liability limits based on the contract amount:

<u>CONTRACT AMOUNT</u>	<u>LIABILITY LIMITS</u>
\$ 25,000 and Under	\$ 500,000 Combined Single Limit
\$500,000 and Under	\$1,000,000 Per Occurrence / \$2,000,000 Aggregate
Over \$500,000	\$5,000,000 Total Coverage

A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:

- 1. Comprehensive General Liability
- 2. Automobile Liability - Hired and Non-Owned
- 3. Contractual Coverage
- 4. Broad Form Property Damage
- 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
- 6. Any additional coverage specifically required by the City's specification

B. The following general requirements apply:

- 1. Insurance carrier must be authorized to do business in the State of Washington.
- 2. Coverage must include personal injury, protective and employer liability.
- 3. Contractor must provide with the certificate evidence of the amount of any deductible or self-insured retention under the policy.
- 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
- 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.

C. The following statements are required on the Certificate of Insurance:

- 1. "*The City of Tacoma is named as an additional insured*" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).

2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have"* ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).
3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named."* Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out.

APPENDIX C

Ideal Solution Elements List / Technical Information

The City will use the following information to evaluate the elements of the Proposer's proposal. The Proposer shall indicate in the tables provided below the capabilities of their integrated parking system solution. The tables include the the City's ideal integrated parking system solution however, we recognize that not all of the elements may be included in the Proposer's solution. The Proposer should provide a very brief note of explanation when deemed necessary.

The City will provide an electronic (Word) copy of the tables below to help keep a consistent format. The Proposer is advised that attempts to reorder the questions or change the text may result in possible rejection of their proposal.

Parking Management Software		
	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
99.99% uptime		
24x7x365 staffed network operation center support		
Power supply redundancy (facility to receive power from two separate power grids or generator backup)		
The Facility where City data is stored must be of high security		
Backup procedure plan in place		
Local backups available		
Hosted version must support the current version of any industry standard internet browser		
Employ a fully relational database that allows data to be manipulated, linked, and queried		
Access all information from any screen		
Ability to disable fields, define fields as required, change field titles and a ssociate default values by user ID		
Schedule tasks to run automatically. The system must allow for the creation of a pr ofile for each individual user so that the creator of the task can choose who can see the completed task based on user rights		
User access and control must be user-defined and range from read-only to Administrator. Security access must be able to be defined differently from each component and module of the system.		
The system must provide a date/time stamp and track any modifications. This must be a full history and NOT simply track the most recent transaction		
Parking Citations		
	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
Provide direct access (or via link from one page) to information		
User to enter via keyboard and/or automatic upload via handheld		
Detailed violation information including fine structure (original fine, late fees, boot fees, admin fees,		

amount paid, amount due)		
Extensive notes field (note must include date and entered by)		
Ability to change the status of citation to include: void, transfer, uncollectible, reduction, etc.		
Void status must have unlimited number of reason codes which must show on the status screen		
Ability to track all changes and adjustments made to a citation to a specific individual, date and time		
Must support the attachment of scanned documentation, digital images, or electronic items to the citation		
Ability to directly access receipt (payment) information from the citation		
Accommodate a predefined digit alphanumeric format		
Provide a mechanism for rapid and convenient entry of hand written citations utilizing defaults		
Limit access to read-only to full edit based on individual user accounts		
Generate and print notification letters while maintaining an audit trail within the application. Direct access to letter history and copies of each letter shall be retained.		
Ability to generate email notification and account statements. Direct access to each email sent attached for each record.		
Ability to define one violation per citation		
Ability to define whether a violation uses accumulation or escalation		
Include a detailed list of the history of a customer association with a citation. The information shall contain at a minimum the person who created, removed, or modified the information		
Direct access to the financial information related to the citation including; payments, adjustments, late fees, etc.		
Automatically access escalations/late fees which meet predetermined criteria without further user interaction		
Automatically generate letter/email for overdue citations without the user initiating the process (starting the procedure with a simple command)		
Ability for the software to identify a citation based on violation code to a particular revenue account		
Ability to provide summaries of payments paid and amounts due per owner		
Ability to generate receipt copies showing amount paid and amount due		
Ability to create a CSV file containing license plates that have unpaid tickets		
Ability to import a CSV file and automatically update master address of owner information		
Citation Appeals & Court Modules		
<i>The software must track the citation appeals and court process. When a citation is placed into appeal/court mode, the information related to the citation must be copied into the appeal record or court module.</i>		
	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
Extensive notes field including; dates of notes, comments, and date/time entered		
Attachment of digital photographs, files and documentation		
Ability to place/flag citations that are being appealed		
Ability for complete file to be emailed		

User defined information such as docket number which become a permanent record attached to the citation		
Ability to modify the citation to reflect the court decision – must keep a history of these modifications		
Display a visual alert to those citation that are on appeal, to include a printed listing and amounts due		
Citation Appeals & Court Modules		Explanation/Reasoning as necessary
<i>The customer module should provide the ability to view all activity associated with individuals. Track contact information related to a customer including multiple addresses, phone numbers, and email</i>		
Ability to control citation workflow through administrative and non-judicial processing methods including payments and collections		
A single unique account number assigned to each customer		
Display a balance due with convenient access to full detail		
Ability to view a summary section with direct access to all information and invoices with a customer screen		
Unlimited number of addresses, both physical and email		
Ability to send user-defined customer statements in a variety of formats to inform customers of all outstanding invoices		
Support the attachment and printing of scanned documentation, digital images, or other electronic items to the record		
Direct access to financial information related to customer, including invoices, payments and adjustments		
Create scofflaw files based on the customer and not simply the vehicle		
Ability to identify potential duplicate records with option to merge the duplicate record into one		
Ability to generate a Boot & Tow notice for mailing and flag violations as receiving notice		
Ability to send Boot & Tow list information to handhelds and LPR software		
Ability to track tickets issued per month and year and add escalated fine amounts		
Parking Permits		
<i>The system must provide the capability to set up, issue, and track and manage parking permits. When a permit is issued, a relationship should be established between a customer, a vehicle, and the permit.</i>		
	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
Record a permit effective date, issuance date, and expiration date		
Ability to register more than one vehicle to a permit		
Ability to inventory and track permits as they are being issued		
Ability to download permit information to the handheld ticket writer and LPR systems		
Restrict the number of permits that can be associated with a specific address		
Ability to allocate "visitor" permits tied to a specific address		
Restrict the number of permits a customer can purchase		
Ability to set permit fees and generate billing statements		

Ability to escalate cost of permits based on number per address		
Detailed audit trail for activity related to each permit		
Relational data included on the citation/owner screen		
Ability to handle a prioritized or non-prioritized waiting list		
Prioritization based on date field or option criteria		
Automatic update of the wait list position number when records are inserted or edited		
Ability to print permits		
Support attachments of scanned documents, digital images, or other electronic files		
Payment and Cash Management		
<i>The cash management software must allow for a receipt printer and electronic cash drawer attached to a standard PC workstation thus creating a true, full function cash management system. The software must allow for direct posting to the proper financial account and complete convenient access to virtually any information in the system without leaving the cash management screen.</i>		
	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
Ability to work with or without a cash drawer		
Ability to track all transactions by cashier regardless of PC used		
Posting of payments for citations, permits, parking cards and fees		
Ability to accept and post both full and partial payments		
Ability to post payments before citation information has been received from handheld ticket writers or LPR system and have that information automatically updated when the citation is later uploaded from source		
Notify the cashier if checks are not accepted for payment on specific accounts, license plates, or individuals		
Print a receipt that clearly identifies individual transactions or items purchased, including citations paid, permits paid, parking cards paid		
Optional field for payment type codes		
Ability to upload payment information from third party payment processing center (lockbox) and provide a report regarding the transaction		
Complete close out process with detailed daily reconciliation reports		
Ability to restrict a permit sale until all citations are paid		
Ability to print receipts on demand		
Ability to establish payment plans		
Ability to pay online via credit card		
Task Scheduler	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
Ability to automatically execute task in an unattended fashion		
Support execution of pre-defined tasks including escalating fines, generating letters, and notification		
Ability to user define tasks which may include but not limited to ; report generations, data exports, data imports, handheld downloads and uploads		
Notice and Letter Generation	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
<i>The software must provide a module to allow for the notification of overdue invoices, overdue permit payments,</i>		

<i>and permit renewals</i>		
Customer statements		
Permit renewal letters		
Boot & Tow notices		
Send notices and letter via email and retain a copy attached to citation record		
For each type of standard letter in the database file, the software must allow the user to print only one such letter applicable to only one citation, vehicle, or customer or complete "batch" of that type of letter for all applicable citations, vehicles, or customers when certain user defined conditions are met		
Allow letter to be printed on a standard printer that can be accessed via a local workstation		
Email notification letters while maintaining an audit trail within the application. Direct access to the letter history should be provided as well as storing a copy of the email in the history		
Allow an unlimited number of user-defined letter headings to be selected by letter type		
Generate and print notification letter while maintaining an audit trail within the application. Direct access to letter history should be provided as well as letter storage		
Ability to remove letter notification should letter be printed in error		
Automatically generate letters/emails for overdue citation notices without user initiating the process		
Extensive Reports Generation	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
<i>The software is expected to be capable of producing pre-defined reports concerning citation activity and permit sales activities with a variety of sorting options such as but not limited to: Date ranges, Ticket # ranges, Outstanding tickets, Tickets issued by certain Officer, Ticket issued by location, Tickets issued by violation, Times between time periods.</i>		
<i>The software is expected to be capable of producing accounts receivable and write-off reports that indicate, by user defined receivable type, the following but not limited to; total citations collected, total citations outstanding, total citations disposed of for each disposition type.</i>		
<i>The system is expected to be compatible with Crystal Reports for processing standard and ad-hoc reports. The license to Crystal Reports must include a concurrent user license to run reports and a develop license to create custom reports. The system should integrate with Crystal Reports so that report execution is seamless and that the user does not see Crystal Reports execute, even when entering parameters for the report.</i>		
<i>The system is expected to be able to import of Crystal Reports template files and be able to execute these reports after they have been imported. The following are examples of types of reports that the software must produce but this list is only a summary and not a complete list.</i>		
A listing of citations written by violation type sorted by user defined structure such as; date range, officer, location (both by street and specific address), violation		
A listing of all outstanding citations to a person or vehicle		
Number and percentage of citations issued for a violation type		
Monthly account receivable report for tickets paid, unpaid, partial paid		
Daily report of citations paid through third-party lockbox broken into various revenue accounts with check numbers on the report		
A listing of all outstanding citations by citation number, license number, date or customer name as defined by user		
A detailed report of all activity for a given cash		

drawer on a given day. The report must be broken into revenue transaction category		
A report that will produce aging status for unpaid citations and invoices. The report can be broken down by past due status such as; 30 days, 60 days, 90 days, and 180 days		
A report that will automatically show a list of unpaid permits by the 5 th of each month		
Proposed solution is compatible with Crystal Reports		
Data Import/Export/Retention		
<i>The software must be capable of creating file formats that readily facilitate and accommodate data import/export between all aspects of the parking management system and external agencies or departments, including various other software programs as needed long-term. All data collected by the Contractor will be subject to Washington State RCW and the City's Municipal Code and policies for data retention, public disclosure, and use.</i>		
Web Based Services	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
<i>The software system must offer web services to allow external programs access to feature within the application. Web services must, at a minimum, specifically interface with citation payments, and the ability to access account information. The system should allow for the creation of a web-based interface allowing secure online transactions</i>		
Web services must support user authentication		
Web services must be capable of operating over a secure network connection including SSL		
All activities performed by a web service must be logged in the system activity and/or financial log of the system		
Web services must offer real-time interaction and must reference valid citations within parking database		
Web services must allow a customer to pay a parking citation by the citation number or license plate number including one citation or all citations		
The Contractor must offer consulting services, if needed, to help guide the implementation process		
Web services must fully allow for permit sales waiting list information entry		
Web services must allow for a customer to update personal address information without viewing any current data; information updates shall be provided via a report		
The Contractor must offer web development solutions for e-commerce and customer inquiry. The Contractor must offer package solutions and custom development options. The e-commerce website must integrate with the parking management database. The following solutions should be made available: 1. Customer Account inquiry 2. Citation payment 3. Permit registration/waiting list		
Vehicle Immobilization/Towing-Back office/Software	Capable (Y or N)	Explanation/Reasoning/Notes as necessary
<i>Contractor will have the ability to support a fully hosted immobilization program. Contractor must provide a solution that allows for handling of customer service calls 24 hours per day 7 days per week. The software must have a module that allows the user to process a booted/towed vehicle. This includes booting/towing the vehicle and releasing to the owner</i>		
Ability to enter all towing information		
Field entry for boot report number and location		
Support the attachment of scanned documentation,		

digital images or other electronic items for the record		
Capability to accept payment and release a vehicle remotely		
Provision to tow a vehicle when policy requires impounding rather than immobilization		
Full suite of activity and financial reports related to immobilization actions taken		
Extensive notes field		
Ability to process daily for qualified owners, generate notices and flag violations involved		
Customizable customer service protocols		
24/7 Customer Service and Support		
Vehicle Immobilization Hardware		
<i>The Contractor shall be responsible for providing a three (3) day supply of immobilization hardware.</i>		
Immobilization device should be self-releasing to allow motorist to release the device upon payment and receipt of a unique password or numerical code.		
Immobilization device is expected to be portable, easily removable, and easily lifted by an individual (the device should not weigh more 18 pounds).		
Immobilization device must have a manual lock override by key.		
Application Development Rights		
<i>The system should allow for non-commercial, custom application development against the system. The organization should be able to create custom programs and have the system execute those programs in an unattended manner according to the City's desired schedule</i>		
Data Conversion		
<i>The Contractor must offer data conversion services. Data to be converted includes customers, vehicles and citations. Contractor should explain what is included in the proposed data conversion service.</i>		

Handheld Ticket Writers		
<i>The Contractor must include handheld ticket writers with Bluetooth compatible field printers and all items and software necessary to interface to the host system. The handheld computer must utilize software that seamlessly integrates with the host parking management software. Contractor must also provide initial required ticket stock, and miscellaneous supplies that are necessary for support of the system for the first three months of operation.</i>		
System Delivery		
<i>The Contractor will deliver, install, and integrate the necessary handheld hardware and software components with the proposed parking management system to achieve a fully functional, automate parking citation management system. The Contractor must also offer total support for the handheld ticket writer hardware and software under a single comprehensive maintenance and support program. During the term of the maintenance and support program, the Contractor must provide scheduled new releases of handheld and communication software.</i>		
Handheld Software		
	Capable (Y or N)	Explanation (if necessary)
Hand held software must provide a user-friendly interface for ease of use and durability		
The handheld software must be completely configurable so that the department may select data entry fields and make them a required entry, optional entry, or an unused field		
The software must require a password/security sign on		
The system must support entry of information such as vehicle make, model, color, style, plate type, violation, void, and standard codes. The citation entry screen must be a selectable format such as drop down menus		
The system must easily allow the user to display all citation data entered to that point and to edit or modify any field without disruption of the citation		

entry process		
The system must allow the user to view and void any citation written by the user since the last upload of data to the host. A valid void code must be entered for the voiding of any completed citation and the officer ID must be noted on the exception report at the host level. The system must support reprinting of an issued citation, this reprinted citation must contain the same time as the original citation not simply the time it was re-printed and must print with an indication that the citation was voided.		
When the license plate is entered during a citation entry, the system must automatically search the customer, vehicle, scofflaw, and tow request files for a match. If a match is found, the customer and vehicle information must be automatically entered into the proper data fields without additional keying by the officer. If a match is found in the scofflaw or tow request file, the system must display the number of unpaid citations and outstanding balance.		
The system must support monitoring of vehicles in a fixed time zone. The system must maintain a file of license plate numbers in fixed time zone and display the elapsed time and previous location of the vehicle. The software must allow the user to enter the citation entry module directly from the chalking module with one keystroke		
All transaction must be time stamped by the systems internal clock		
The system must support the issuance and tracking of warnings as well as actual citations. Officer must be able to designate a citation as a warning at any time during the process without having to re-start the citation process.		
The system must support standard location codes and descriptions, location comments, block numbers, and meter numbers. Location descriptions should be used in a drop down menu format. Locations shall also be manually generated when necessary		
The system must be configurable by authorized personnel to allow field personnel to modify the standard violation fine. The system shall only allow one fine per citation		
The handheld must have a level of security which provides the officer a sign on to prevent unauthorized use		
The system must be able to print scan lines for use with the lock box feature of the third-party processing center (OCR line)		
The system must have a field of officer comments which can be preprogrammed into the system "canned" or free form comments. The Officer shall have a choice for these to print on the citation or simply show in the system. Option for the same comment to repeat from citation to citation if selected		
The software shall allow the user to select whether they wish to check for multiple citations to the same vehicle in the same day and notify the officer of the previous citations		
The handheld should support presentation of citation data entry screens according to a user-specified order		
The handheld should provide GPS based route management tools in order to track officer activity on route for developing enforcement trends.		

The handheld must have drop down menu choices for all US states and Canadian provinces. This list should be able to allow for those most utilized to be placed in order of use and conform to Washington State Court standards		
The software must provide the ability to take an unlimited number of color or non-color snapshots. The software must automatically download the snapshots and associate the appropriate citation record. Total time to take picture, including returning to finish citation should take no more than 15 seconds.		
Hardware		
Contractor will provide handheld units that will integrate seamlessly with overall system to provide real-time data and feedback from all components of the integrated parking system. Preferred Contractors will offer various interfaces including Windows based, Android and iOS. The City has a preference for hardware that is "Green" through the use of recycled materials.		
These handhelds must be able to work in all weather conditions. Handheld ticket writers and printers must function in rain and snow and temperature ranges from -5 through 110 degrees F. Handhelds must also be dust resistant and be watertight to withstand constant rainy conditions throughout the shift. It is lightweight, durable and capable of operating under all weather conditions expected in Western Washington		
Battery life of handheld hardware to last <u>at least</u> 5 hours of continuous use under normal operating scenarios		
Handheld parking devices shall communicate through wireless technology and shall be able to access previous citation/warning information from a remote source. Handheld must also have GPS capabilities built in		
Handhelds must be able to receive information from pay by license plate enabled Paystations.		
Handhelds must be able to receive information from pay by cell and remote validation systems		
Drop down menus available in the field (streets, violations, vehicle types)		
Available common comments with option to write new ones in the field		
Ability to navigate to all previous screens to check ticket for correctness		
Ability to interface with LPR system for timed violations (used for "chalked" vehicles and identifies violations after various time limits)		
Ability to report other information for purposes (broken meters, missing street signs, etc.) and download to other applications (i.e. meter maintenance app)		
Ability to print bar code or QR code on infraction notice		
Ability to take digital photographs and affix to an infraction notice		
Ability to generate a warning ticket.		
Ability to add private comments before/after ticket is printed		
Ability to retrieve information in the field relative to the infraction notice or warning		
Ability to print duplicate tickets		
Utilization of pre-printed tickets for all units (two sided ticket)		

Docking station with built in battery chargers		
Provide automatic wireless transfer of data from handheld device to backend application upon request and in a time manner (i.e. every 1 hour). Data transfer must be encrypted.		
Ability to validate data to pre-determined/upload tables (i.e. Street names, bylaw #, fine amounts, etc.)		
Ability to add additional tables and/or fields for validation		
Ability to review permit information interfaced from another source		
Tracks last change date/time/staff of update record		
Chalking module available		
Provide the PEO with a list of all issued tickets including courtesy/warning/issued tickets and voided tickets		
Data on device is encrypted		
Upon entry of vehicle plate number, the unit will alert the officer if special conditions exist and provide special instructions if applied. Examples of special conditions include: unpaid tickets, permit holder, undercover vehicles or V.I.P.'s		
Unit should be capable of running multiple applications including: Parking enforcement, Permit Parking Interface, Pay by Plate and Pay by Cell systems		
Capable of imaging/scanning of vehicle VIN, license plate number, bar code		
Software will provide alphanumeric search through drop-down. For example, entering the 1 st character of the "street name" will position the cursor on the first street beginning with the character. The same would apply to all drop-down lists.		
Ability to automatically populate fields depending on certain criteria		
The proposed printer should be wireless and fully compatible with the hand held computer and software being proposed.		
The printer can accommodate multiple types of infraction notices		
The handheld device is easily held in one hand through original design or aftermarket case		
The screen is led or equivalent back-lit to allow easy reading of text (night and day use).		
Backlighting can be turned off if needed		
Handheld can be operated with gloves		
Should issue infraction notice quickly and easily		
Data is maintained if battery fails		
The paper and battery are easy to load in the field		
Officer must be able to migrate through screen fields using, touch screen and stylus, keypad only, or a combination of both		
Should have upgradeable memory capacity		
Communications		
<i>Provide Technical Specifications for each electronic component and system provided</i>		
Host Communications Software—software manager for host communications		
High speed communications—Capability of direct host communication with multiple handheld units via high-speed data communications. High speed communications include communication speed of up to 11 Mbps using wireless 802.11g communication		

solution or communication speed of up to 800 Kbps for Bluetooth communication. All necessary hardware provided by the Contractor.		
Real-time Wireless Communications – Capability of real-time in-the-field communications. Wireless communications should be offered in either 802.11b or GPRS cellular communications		
In-field devices must also be GPS compatible.		
Hardware and Software Maintenance and Support		
<i>Contractor must confirm that its maintenance agreement will cover all parking management system handheld hardware and software support. The maintenance plan must focus on preventative maintenance including troubleshooting, installing upgrades, no additional cost training, and performing hot back-ups and routine checks to achieve maximum system performance. Ideally upgrades and preventative maintenance should be handled remotely and after normal business hours, leaving the daily operation with little or no downtime. Contractor shall provide a toll-free phone line with a 2-hour target turnaround, Monday-Friday between the hours of 8a-7p Eastern Time.</i>		

License Plate Recognition		
<i>Must be completely integrated with the parking management software to allow automatic and seamless transfer of data</i>		
	Capable (Y or N)	Explanation (if necessary)
Available for both fixed and mobile applications		
Support for various international plate styles and formats		
On-board videos compression and streaming		
Plate capture spanning two lanes of traffic on either side of vehicle		
Plate capture of vehicles parked in parallel, or at 45-90 degrees		
Plate capture up to speeds of 140 MPH		
Portability from vehicle-to-vehicle		
User Interface		
Fully configurable and task-oriented user interface		
Dedicated LPR tasks for monitoring and reporting		
User configurable event list and display tile views		
View LPR events, associated pictures and video within each tile		
Advanced reporting tool for LPR reads and hits		
System Configuration and Monitoring		
Monitoring and management of LPR events and alarms		
Management of all LPR entries		
Automatic email notifications		
Manual license plate input		
Accept/reject hit confirmation		
Fuzzy/Prizm matching including OCR equivalent characters		
In-vehicle data-mining with full or partial license plate searches		
Map-based hit and read review		
Silent operation mode		
Import tool for third-party data (CSV file format)		
Support for custom metadata fields		
Macros or custom scripting support		
LPR XML import/export		
Advanced Reporting		
Configuration, hit and read, route playback, inventory, license plate read/hits per day, daily usage statistics, occupancy and turnover reports,		

and logons per day reports		
Advanced search filters based on date, time patrolling unit, hotlist, geographical area, vehicle make, model, year or VIN		
Print and email actions		
PDF, Microsoft Excel, and CSV export options		
Customization options include setting filters, report lengths, and timeout period		
Automatic email schedules of pre-configured report templates		
Alarm Management		
Customized license plate read and hit alarm triggers		
Full range of alarm management controls		
User-defined procedures		
Optional incident entry upon alarm acknowledgement		
System Security		
Encrypted communications between client and server applications		
Configurable user and user group privileges		
Secure remote access capabilities		
Authenticated user logins		
Support for Windows Active Directory		
User activity logs and audit trails		
HTTPS support for web client		
LPR Read and Hit Transmission		
LPR hits and reads		
<i>Transmitted over standard LANs, WANs, Internet and via USB</i>		
Wireless connectivity over 802.11a/b/g or cellular		
Remote access via DSL, cable, cellular, ISDN, T1 or T3		
Hardware and Software Integrations		
Video analytics solutions, server or edge-based		
Perimeter protection systems		
Intelligent transportation systems		
Ticketing systems		
Major third-party access control systems		
In-vehicle and rugged laptops		
Hand held computers		
Video walls		
Specific LPR Applications		
Automated vehicle inventory collection		
Inventory reconciliation and data-mining		
Inventory reporting		
Zone and Route Selector. Keep track of the location of every license plate read by selecting a route or a zone and row that you would like to begin scanning. Zones and rows or route selection are pre-configured during the installation phase. Ideal system would utilize GPS technology to provide automatic data entry.		
Handheld Device Integration. Input license plate information into a handheld device when a vehicle is backed into a parking spot and has no front license plate. Off load the handheld inventory list into the system within the Security Center at the end of the inventory collection		
Automatic Reconciliation. After offloading the license plate inventory, the system will do an automatic reconciliation of all license plate reads. It		

merges data from the previous inventory so you get a detailed inventory report ready for querying and reporting		
Vehicle audit trail		
Bus, taxi and loading zone exemptions		

Appendix D

Small Business Enterprise Regulations

Chapter 1.07

SMALL BUSINESS ENTERPRISE

Sections:

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

- A. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.
- B. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- C. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- D. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- E. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

F. "Contractor" means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

G. "Evaluated Bid" means a Bid that factors each Respondent's Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent's percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

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

I. "Lowest and Best Responsible Bidder" means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

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

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

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

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

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

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

P. "SBE Certified Business" (or "SBEs") means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department – SBE Program Coordinator.

Q. "SBE Program Coordinator" means the individual appointed, from time to time, by the City's Community and Economic Development Director to administer the SBE Regulations.

R. "SBE Regulations" means the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services, and Public Works.

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

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

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

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

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

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

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

1.07.040 Program administration.

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

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

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

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

1.07.050 Certification.

A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than \$375,000, excluding one personal residence and the net worth of the business;

2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$8,000,000 for public works companies and not more than \$4,000,000 for non-public works and improvements companies;

3. The owner(s) of the company executes an affidavit and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and

4. The company can demonstrate that it also meets at least one of the following additional requirements:

a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Community Empowerment Zone, prior to designation as a SBE, or

b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or

c. The company's business offices are located in a federally designated HUBZone in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

d. The company's business offices are located in a federally designated HUBZone in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;
2. A completed Declaration of SBE Status Affidavit form;
3. Tax returns for the business for six (6) years prior to the date of application for SBE certification, or from the date of inception of the business if the business has been in existence less than six (6) years;
4. List of equipment and vehicles used by the SBE;
5. Description of company structure and owners;
6. Such additional information as the SBE Program Coordinator or designee may require.

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

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
2. That the company has maintained all applicable and necessary licenses in the intervening period, and
3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

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

(Ord. 28147 Ex. A; passed May 7, 2013; Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 28110 Ex. B; passed Dec. 4, 2012; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of \$25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

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

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

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

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

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

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

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

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

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

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contract valued at \$25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

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

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

3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.

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

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

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

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

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

$$(\text{Base Bid}) \left[\frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \times (.05 \times \text{Low Base Bid}) \right] = \text{Evaluated Bid}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under \$5,000.

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

1.07.080 Contract compliance.

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

1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.

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

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

1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.

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

1.07.100 Enforcement.

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

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

1.07.110 Remedies.

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

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

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

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

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

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2014, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2014, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

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

Appendix E

Sample Performance Bond



PERFORMANCE BOND TO THE CITY OF TACOMA

Resolution No.
Bond No.

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____
as principal, and _____
a corporation organized and existing under the laws of the State of _____
as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of
contractors with municipal corporations, as surety, are jointly and severally held and firmly bound to the CITY OF
TACOMA in the penal sum of \$ _____, for the payment of
which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives,
as the case may be.

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

Dated at Tacoma, Washington, this _____ day of _____, 20____.

Nevertheless, the conditions of the above obligation are such that:

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

Specification No. _____

Specification Title: _____

Contract No. _____

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

WHEREAS, the said principal has accepted, or is about to accept, the said contract, and undertake to perform
the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____
shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or
within such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics,
subcontractors and materialmen; the claims of any person or persons arising under the contract to the extent
such claims are provided for in RCW 39.08.010; the state with respect to taxes imposed pursuant to Titles 50, 51,
and 82 RCW which may be due; and all persons who shall supply said principal or subcontractors with provisions
and supplies for the carrying on of said work, and shall indemnify and hold the City of Tacoma harmless from any
damage or expense by reason of failure of performance as specified in said contract or from defects appearing or
developing in the material or workmanship provided or performed under said contract after its acceptance thereof
by the City of Tacoma and all claims filed in compliance with Chapter 39.08, RCW are resolved, then and in that
event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved as to form:

Principal:

City Attorney

By:

Surety:

By:

Agent's Name: _____

Agent's Address: _____