

REQUEST FOR PROPOSAL



DISTRICT-WIDE PORTABLE TOILETS RENTALS & SERVICES RFP# DW2021-01

PROPOSAL INFORMATION

Proposal Name: Portable Toilets Rentals & Services

RFP# DW2021-01

Date Issued: 11/15/2021

Department Contacts:

Parks & Recreation Department:

Dave Horstman, Parks Supervisor - Community & Neighborhood Parks

Zoological & Environmental Education Department:

Fred Ramey – ZEED Asset & Facilities Manager

E-Mail Address: procurement@tacomaparks.com

Proposals Accepted Until: December 3, 2021 at 12:00pm

SUBMIT PROPOSALS TO:

RFP# DW2021-01

Metro Parks Tacoma

4702 South 19th St

Tacoma, WA 98405

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Metro Parks Tacoma (METRO PARKS) is seeking qualified and responsive proposals to provide portable standard and ADA toilets and stand-alone hand washing stations on a regular, scheduled basis and in response to special periodic needs, such as special events, and emergencies. Additional locations may be requested on an as-needed basis.

BACKGROUND:

To aid potential proposers in understanding our organization, METRO PARKS has developed the following statements:

- Vision:
Metro Parks Tacoma envisions a vibrant, active and engaged community.
- Mission:
Creating healthy opportunities to play, learn, and grow.
- Core Values:
 - ***Innovation***
 - ***Inclusiveness***
 - ***Sustainability***
 - ***Safety***
 - ***Excellence***
 - ***Equity***
 - ***Accountability***
 - ***Fun***
- The populations METRO PARKS serves is estimated to be about 221,000

Metro Parks Tacoma is a nationally accredited and award-winning Park District located in Tacoma, WA. The system is comprised of many different park facilities that offer residents a variety of recreational opportunities. From waterfront access to local neighborhood parks to large regional facilities and attractions. The Metro Parks Tacoma system is both a local community asset and regional destination. Currently, the Metro Parks Tacoma system includes, but is not limited to:

- 80 parks and recreational properties
- 2,960 total park acres
- 81 trail miles

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- 8.5 miles of publicly accessible beach and shoreline
- 46 playgrounds
- 10 spray grounds
- 6 community centers
- 5 pools (two outdoor and three indoor)
- Unique attractions such as Point Defiance Park, Point Defiance Marina Complex, Tacoma Nature Center, Point Defiance Zoo & Aquarium, Fort Nisqually Living History Museum, Northwest Trek Wildlife Park and Meadow Park Golf Course

Metro Parks Tacoma is governed by a five-member Board of Park Commissioners, who are elected by the residents of the District and service six-year staggered terms.

The Executive Director oversees the three (3) departments that make up 700+ non-seasonal employees (pre-COVID), Business Administration and Planning, Parks and Recreation and Zoological and Environmental Education.

TENTATIVE TIMELINE:

Proposal Published	November 15, 2021, November 22, 2021
Questions & Clarifications Due	November 22, 2021 by 9:00am
Responses posted	November 22, 2021 by 2:00pm
Proposals Due	December 3, 2021 by 12:00pm
Contract Awarded	December 6, 2021
Fully Executed Contract	January 1, 2022

SCOPE OF WORK / TASKS:

Metro Parks Tacoma is seeking proposals to Award one contract for all locations.

METRO PARKS supports special events, programs, and provides picnic shelters rentals year-round and during peak season. METRO PARKS is seeking a contractor to provide delivery and service of stand-alone hand washing stations and portable toilets with ADA accommodations and standard units at designated park and facility locations. Metro Parks Tacoma requires the contractor to accommodate this request through December 31, 2022. METRO PARKS will notify the contractor of short-term rentals at a minimum of at least 48 hours' notice in advance. The contractor must have the capacity to deliver/remove, provide portable toilets and services as required and scheduled in a prompt and timely manner Monday through Sunday including holidays. During the peak season of operations, it may be necessary to provide multiple cleaning services per week. All equipment will be delivered in good condition for immediate rental use.

METRO PARKS staff will assist and work with the contractor on the scheduling, ordering and pick up of equipment.

The following specifications are intended to cover the cleaning and sanitizing operations for the portable toilet services.

Maintenance Requirements:

The Contractor shall provide routine, comprehensive maintenance and cleaning services each week or on a as needed basis for each unit and shall include:

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1. Removing the waste from the toilet tanks and refilling with clean solution.
2. Removing the grey water and refilling with clean water for the hand washing stations.
3. Supplying the units with toilet paper.
4. Supplying hand soap and filling with solutions.
5. Supplying the units with hand sanitizer dispensers and refilling with solutions.
6. Removing debris and litter from the inside of the units, disposing of the debris and remove from site.
7. Removing debris and litter from the exterior in a five-foot radius around the units.
8. Cleaning of the interior and exterior of the units to remove dirt, biohazards & graffiti.
9. Responded to any needed repairs due to failure or vandalism within 24 hours of notice.

Unless otherwise specified, all work shall be done during regular working hours (Monday through Sunday, 7:00am to 3:00pm) but could be as early as 6:00am. The Contractor may not subcontract, transfer, or assign any portion of the contract.

Breakdown of rates and fees must be submitted on Attachment A (Rate Form)

Invoice Requirements:

The Contractor shall provide computerized invoices and provide an account statement to Metro Parks Tacoma monthly for the previous month. Invoices must be sent by **E-MAIL ONLY** to AccountsPayable@tacomaparks.com. A Purchase Order (PO) number must be referenced on all invoices. Any other form of submission will not be accepted.

Invoices must have separate sections for Routine Maintenance and Emergency Response Work, rental and service fees with breakdown by facility, park and/or event. Charges for routine maintenance should reflect the established rates for facilities negotiated in the contract.

Charges for Emergency Response Work should be itemized by service call and should show the actual labor hours per employment classification and application rates.

TERM OF AGREEMENT

The intent of this RFP is to award a contract through the end of 2022 with an option to renew for two (2) two-year periods upon Owner's discretion with the final contract ending in 2026.

INSTRUCTIONS TO PROPOSERS:

All proposals shall be submitted in PDF format via email to procurement@tacomaparks.com by 12:00 p.m., on December 3, 2021. The subject line for this email shall read; "RFP DW2021-01: Proposal for District-wide Portable Toilets & Services – [Vendor Name] Submission."

PRE-SUBMITTAL QUESTIONS:

Questions and request for clarification may be submitted in writing by 9:00am, Pacific Time, November 22, 2021, by email only to the RFP contact below. Questions received after this date and time will not be answered.

- Reference the RFP Number and Title in the Subject Line
- Present your question in the body of the email message. If applicable, cross reference the specific section of the RFP.
- Questions will not be accepted by telephone.

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- Questions marked confidential will not be answered.
- Individual answers will not be provided to the Contractor.
- Metro Parks Tacoma reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- Metro Parks Tacoma will not respond to unsuccessful submittal of questions.

Written answers to all questions will be posted on Metro Parks Tacoma’s website at <https://www.metroparkstacoma.org/about/contract-bidding/> on or about November 22, 2021, by 2:00pm.

RFP Contact Information: The following RFP Coordinator is the Metro Parks Tacoma’s only official point of contact for this RFP.

Communication	RFP Coordinator
For all questions regarding RFP No. DW2021-01 Portable Toilets & Services	Sheryl Russell, Contract Coordinator procurement@tacomaparks.com

Contractors shall not contact other Metro Parks Tacoma staff with any questions or inquiries. Unauthorized contact with any personnel of Metro Parks Tacoma may cause for rejection of the Contractor’s proposal. The decision to reject a Proposal is solely that of Metro Parks Tacoma.

It is the responsibility of any interested Contractor to review Metro Parks Tacoma’s website for any RFP revisions or answers to questions prior to submitting a proposal.

PROPOSAL PACKAGE:

Letters of interest and complete proposal packages must be received no later than December 3, 2021 by 12:00pm.

Interested Contractors should submit via email one (1) electronic copy of the above information in PDF format. Following an evaluation of the RFPs received, the Contractor(s) considered to have submitted the best proposal(s). No further action beyond submission of the above information is required at this time.

All proposals and accompanying documentation will become the property of Metro Parks Tacoma and will not be returned. Faxed proposals will not be accepted.

Metro Parks Tacoma reserves the right to reject any and all proposals and to waive any irregularities and informalities in the submittal and evaluation process. The RFP does not obligate Metro Parks Tacoma to provide any payment of cost incurred by Contractor in the preparation and submission of a proposal. Furthermore, the RFP does not obligate Metro Parks Tacoma to accept or contract with any expressed or implied services.

SUBMITTAL REQUIREMENTS:

Interested firms should submit by email (1) electronic copy in PDF format of the proposal. Please limit your response to no more than ten (10) standard pages. Resumes and references are not included in the ten (10) page limit. Late or incomplete submittals and those that do not conform to these guidelines will not be considered. All submittals will be screened for completeness of information and adherence to the above guidelines.

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PROPOSAL PACKAGES

Letters of Interest and complete proposal packages must be received no later than December 3, 2021 via email to procurement@tacomaparks.com by 12:00pm

This is a Request for Proposal. Your submittal should not exceed (10) ten pages in length. Included in your submittal should be the following:

Proposals should be prepared simply and economically, providing a straightforward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

- Describe how the service will be delivered and your approach to the project. Proposers are encouraged to include a detailed listing and methodology that will be used to provide the requested service, also any tasks that provide an added value to the proposal.
- Describe the measures that your company is taking to reduce its environmental impact in the Puget Sound region
- Information regarding the history and organization of the firm and a personal history or resume of key personnel assigned to this project.
- Specific evidence of experience and capacity in providing portable toilets and services.
- Description of services of a similar nature undertaken by the firm, including their locations, and client contact information that Metro Parks Tacoma may use as a reference.
- Description of the firm's experience with public agencies.
- Special Note: Metro Parks reserves the right to negotiate rates and fees submitted by the Contractor. The rates in the fully executed agreement between Metro Parks Tacoma and the Contactor will be binding.

Proposals should follow the structure below:

- Title Page
- Table of Contents
- Cover Letter
- Technical Proposal
- Rate Form
- References

CONTRACT AWARD:

It is Metro Parks intent to award a single contract to the Contractor that can best meet the requirements of the Request for Proposal document. Metro Parks Tacoma reserves the right to award a contract to multiple firms or a single firm or to make no award, whichever is in the best interest of Metro Parks. The Contractor selected will be expected to enter into a contract with Metro Parks Tacoma as described in Attachment B – Personal Services Agreement.

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EVALUATION CRITERIA:

Price	30
Environmentally friendly practices and products used within the proposal	25
Willingness to meet time requirements - Delivery, pick up and Servicing the Units	15
Ability to provide service at all Metro Parks locations	15
Ability to meet required and preferred equipment requested	15
Total Points	100

- **QUESTIONS:** Questions regarding this Request for Proposal may be directed to procurement@tacomaparks.com, Attn: Portable Toilets & Services RFP# DW2021-01
- **REJECTION OF PROPOSALS:** Metro Parks Tacoma reserves the right to reject any and all proposals and to waive irregularities and informalities in the submittal and evaluation process. This Request for Proposal does not obligate Metro Parks to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the Request for Proposals does not obligate Metro Parks Tacoma to accept or contract for any expressed or implied services.
- **CONTRACT AWARD:** Metro Parks Tacoma reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the firm can offer. Metro Parks shall not be bound or in any way obligated until both parties have executed a vendor contract. The firm selected will be expected to enter into a contract with Metro Parks Tacoma.
- **PAYMENT:** All invoices shall be paid by mailing a Metro Parks Tacoma warrant within 30 days of receipt of a proper invoice after approval of the firm's completed tasks/deliverables to the date of the invoice or monthly report, as appropriate.
- **EQUAL OPPORTUNITY EMPLOYMENT:** The successful firm must comply with the Metro Parks Tacoma equal opportunity requirements. Metro Parks Tacoma is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.
- **INSURANCE REQUIREMENTS:** Must provide proof of insurance not less than \$1,000,000 combined single limit for comprehensive general liability: \$2,000,000 combined single limit annual general aggregate; and \$2,000,000 annual aggregate for products and complete operations liability. Automobile liability limits should not be less than \$1,000,000 combined single limit. Stop gap liability should not be less than \$1,000,000. Insurance must list Metro Parks Tacoma as additional insured.
- **BUSINESS REGISTRATION AND TAXATION:** The firm awarded the Contract will be subject to City of Tacoma Business Registration and Business Taxation.
- **NON-ENDORSEMENT:** As a result of the selection of a vendor to supply products and/or services to Metro Parks Tacoma, Firm agrees to make no reference to Metro Parks in any literature, promotional material, brochures, sales presentation or the like without the express written consent of Metro Parks.

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- **NON-COLLUSION:** Submittal and signature of this Proposal swears that the Proposal is genuine and not a sham or collusive, and not made in the interest of any person not named, and that the Firm has not induced or solicited others to submit a sham offer, or to refrain from proposing.
- **COMPLIANCE WITH LAWS AND REGULATIONS:** In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Firm awarded the Contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.
- **PUBLIC RECORDS:** Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFQ (the “documents”) become a public record upon submission to Metro Parks Tacoma, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If Metro Parks receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to Metro Parks (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by Metro Parks within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. Metro Parks Tacoma assumes no contractual obligation to enforce any exemption.

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RATE FORM – ATTACHMENT A

All portable restrooms are vendor owned.
 Price per full month (no 28-day cycles).
 All units must have hand dispensers.

Each Unit Price

	Standard Restroom	ADA Restroom	Hand-washing Station
Regular Services – (Monthly)			
Every other week	\$	\$	\$
1X Per Week Service	\$	\$	\$
2X Per Week Service	\$	\$	\$
3X Per Week Service	\$	\$	\$

Special Event for additional units or weekends or holidays Per Day			
Price each per portable restroom	\$	\$	\$
Price each for extra services	\$	\$	\$
Daily servicing			

Services Only			
Weekday Service Price	\$	\$	\$
Weekend Service Price	\$	\$	\$
Holiday Service Price	\$	\$	\$
Emergency Service Price (Under 4 hours)	\$	\$	\$
Other charges:	\$	\$	\$

Declare all charges that will be seen on invoices over and above service listed above			
Delivery Charge	\$	\$	\$
Fuel Surcharge	\$	\$	\$
Environmental Charge	\$	\$	\$
De-icer Charge	\$	\$	\$
Tip Over Charge – Weekday	\$	\$	\$
Tip Over Charge – Weekend	\$	\$	\$

Misc. Charges (List what they are, such as Delivery/Pick Up/ Early Morning Delivery Fee, Insurance, etc.)			
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
	\$	\$	\$
Cost to Replace Vandalized Unit	\$	\$	\$

Total Cost

Total Cost for all Services Based on the estimate demand	\$	\$	\$
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Rate Form submitted by:

Company Name: _____

Company Address: _____

City, State, Zip: _____

Telephone Number: _____

Signature _____

Print Name: _____

Title: _____

Date: _____

Email Address: _____

Telephone Number _____

ATTACHMENT B

PERSONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this ___ day of _____ 20XX, by and between THE METROPOLITAN PARK DISTRICT OF TACOMA, a municipal corporation, hereinafter referred to as "Metro Parks", and _____ hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, Contractor represents it is qualified to perform services described in Section 2 herein and holds all necessary licenses and government permits therefore;

WHEREAS, Metro Parks desires to meet more fully the needs of citizens residing within its district for participation in and enjoyment of recreational and cultural programs which beneficially contribute to the well-being of its citizens;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is hereby agreed as follows:

1. Independent Contractor Status.

- A. The Contractor is considered an independent contractor who shall at all times perform its duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe its status to be that of an agent or employee of Metro Parks, nor shall it be eligible for any employee benefits.
- B. The Contractor represents and warrants that any and all federal, state, and local mandatory deductions or other charges and taxes imposed by law and/or regulation upon the Contractor are current. The Contractor acknowledges that all such deductions, charges and taxes shall be the sole responsibility of the Contractor. If Metro Parks is assessed, liable or responsible in any manner for those deductions, charges or taxes, the Contractor agrees to indemnify and hold Metro Parks harmless from those costs, including attorney's fees.
- C. The Contractor shall provide at its sole expense all materials, office space, telephone and utility services, and other necessities to perform fully and timely its duties and services under this Agreement, unless otherwise specified in writing.
- D. The Contractor shall comply with all applicable federal, state and local laws, ordinances, rules and regulations, and shall assist Metro Parks in complying with all conditions concerning grants and other federal assistance under the laws of the City of Tacoma, the County of Pierce, the State of Washington, the United States of America, or such other laws as are applicable. The Contractor shall at its sole expense, obtain and keep in force any necessary licenses, permits, and tax certificates.
- E. **DEBARMENT CERTIFICATION** - The Contractor certifies that neither the Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this contract by any federal or state department or agency. Further, the Contractor agrees not to enter into any arrangements or contracts related to completion of the work contemplated under this Agreement with any party that is on the "General Service Administration List of Parties Excluded from Federal Procurement or Non-procurement Programs" which can be found at: www.sam.gov and www.ini.wa.gov/TradesLicensing/PrevWage/AwardingAgencies/default.asp.

2. Scope of Work.

- A. The Contractor agrees to perform services under this Agreement consisting primarily of . All obligations and services of the Contractor undertaken pursuant to this Agreement shall be satisfactorily completed on or before .

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3. Compensation and Method of Payment.

- A. In consideration of the services to be provided by the Contractor, Metro Parks will pay \$ (not including Washington State Sales Tax). However, in the event that the Contractor fails to pay any assessed mandatory deductions including, but not limited to, industrial insurance, FICA, Employment Security, and federal withholding the Contractor authorizes Metro Parks to deduct and withhold or pay over to the appropriate governmental agencies those unpaid amounts upon request and direction by the appropriate governmental agency. Any such payment will be deducted from the Contractor's total compensation. If the Contractor fails to provide copies of the licenses or tax certificates specified in Section 1D or insurance certificate specified in Section 7, Metro Parks shall not be required to make any payment for the work performed until such time as the Contractor provides copies of such licenses or certificates.
- B. Payment to the Contractor will be made only upon receipt of the Contractor's original written invoice following performance of the services provided herein [or for the percentage completed] and during Metro Parks' ordinary billing cycle. Metro Parks' ordinary billing cycle is once per month.
- C. Final payment will not be made until all services and work have been completed to the full satisfaction of and accepted by Metro Parks, which may include acceptance by the Board of Park Commissioners.
- D. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, to have been improperly invoiced. In no event shall the total of Metro Parks' payment pursuant hereto exceed the contract price set forth in Section 3A above. Any request for payment in excess of the contract amount shall automatically be rejected unless, prior to performing the work or service, the Contractor has obtained express written approval from Metro Parks for such work or services and written approval of the additional cost.

4. Publications.

- A. The Contractor shall obtain Metro Parks' approval prior to the publication of any of the results of services performed or to be performed pursuant hereto. Any publications that may be authorized shall acknowledge that Metro Parks provided financial support pursuant to this agreement as follows:

"FUNDED IN PART BY THE METROPOLITAN PARK DISTRICT OF TACOMA"

5. Reporting.

- A. The Contractor, at such time and in such form as Metro Parks may require, shall furnish Metro Parks with periodic reports pertaining to the work and services undertaken pursuant to this Agreement. The Contractor will make available to Metro Parks all work-related accounts and records for auditing, monitoring, or evaluation during normal business hours.

6. Termination.

- A. Metro Parks may terminate the performance of services under this Agreement through written notice to the Contractor, in whole, or from time to time in part, whenever the Contractor fails to perform in a timely manner and fully, faithfully, and in a safe and responsible manner, the services required herein, or whenever the fulfillment or accomplishment of the purpose of this Agreement has in the judgment of Metro Parks become impossible or impractical for whatever reason.
 - 1) If the cause of termination is by reason of the breach of this Agreement by the Contractor, then termination shall not relieve the Contractor of liability to Metro Parks for damages sustained by Metro Parks, and Metro Parks may withhold any payments to the Contractor for the purpose of set-off until such time as the exact amount owing the Contractor is determined.
 - 2) If the cause of termination is not by reason of the breach of this Agreement by the contractor, then Metro Parks shall be liable only for payment of work performed or furnished prior to the effective date of termination. The contractor will be paid an amount which bears the same ratio to the total

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compensation as the services actually performed bear to the total services of the Contractor covered by this Agreement, less payments of compensation previously made.

- 3) Any and all notices affecting or relative to this Agreement shall be effective if in writing and delivered or mailed, postage and fees prepaid, to the respective party being notified at the address listed with the signature of this Agreement. The parties' addresses may be changed by the same method of notice.

7. Indemnification and Insurance.

- A. The Contractor shall comply with all Federal, State and local laws and ordinances applicable to the work to be done under this Agreement. This contract shall be interpreted and construed in accordance with the laws of the State of Washington.
- B. The Contractor shall indemnify and hold Metro Parks and its officers and employees harmless from and shall process and defend at its own expense all claims, demands, or suits at law or equity arising in whole or in part from the Contractor's negligence or breach of any of its obligations under this Agreement, provided that nothing herein shall require a Contractor to indemnify Metro Parks against and hold harmless Metro Parks from claims, demands or suits based solely upon the conduct of Metro Parks, its agents, officers and employees; and provided further that if the claims or suits are caused by or result from the concurrent negligence of (a) the Contractor's agents or employees, and (b) Metro Parks, its agents, officers and employees, this indemnity provision with respect to (1) claims or suits based upon such negligence (2) the costs to Metro Parks of defending such claims and suits shall be valid and enforceable only to the extent of the Contractor's negligence or the negligence of the Contractor's agents or employees.
- C. The Contractor shall, prior to commencing work under this Agreement, provide to Metro Parks certificates of insurance evidencing the following insurance coverages and limits.
 - 1) Comprehensive general liability policy, including:
 - a) Premises/Operations liability
 - b) Products/Completed Operations liability
 - c) Blanket contractual liability
 - d) Personal injury liability
 - e) Stop gap liability
 - 2) Automobile liability:
 - a) Non-Owned and hired auto liability
 - b) Owned auto liability
 - 3) Limits should not be less than \$1,000,000 Combined Single Limit for comprehensive general liability; \$2,000,000 Combined Single Limit Annual General Aggregate; and \$2,000,000 Annual Aggregate for Products and Completed Operations Liability. Automobile liability limits should not be less than \$1,000,000 Combined Single Limit. Stop gap liability should be not less than \$1,000,000.
 - 4) The minimum insurance coverages specified above do not limit the contractor's liability or responsibility to Metro Parks.
 - 5) Said insurance policies shall name Metro Parks as an additional insured. No limitations or additions to this requirement will be accepted.
 - 6) It is agreed that these insurance policies are primary over any insurance which may be carried by Metro Parks.

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7) It is agreed that Metro Parks will be given notice in accordance with the policy provisions should any of the above described policies be cancelled before the expiration date.

8. Non-Discrimination.

- A. Except to the extent permitted by bona fide occupation qualification, the Contractor agrees as follows:
- B. The Contractor shall not discriminate against any employee or applicant for employment because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to, the following: Recruitment, employment, upgrading, demotion or transfer, advertising, lay-off or termination, establishing rates of pay or other forms of compensation and selection for training.
- C. The Contractor shall in all solicitation from employees or job orders for employees placed with any employment agency, union, or other firm or agency, state that all qualified applicants shall receive consideration for employment without regard to their race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. The words: "Equal Opportunity Employer" shall appear in all advertisements.
- D. The Contractor shall include the intent of the foregoing provisions of the foregoing paragraphs (a) and (b) in every subcontract or purchase order for the goods or services which are subject matter of this Agreement.
- E. In the event of noncompliance by the Contractor with any of the non-discrimination provisions of the Agreement, Metro Parks will have the right, at its option, to cancel the Agreement in whole or in part by written notice. If the Agreement is canceled after partial performance, Metro Parks will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed.

9. Subcontract.

- A. The independent contractor shall not sign, subcontract, delegate, or transfer any interest or claim to or under this Agreement or for any of the compensation due it hereunder, in whole or in part, except as authorized in writing by Metro Parks.

10. Conflict of Interest.

- A. No officer, employee or agent of Metro Parks who exercises any function or responsibilities in connection with the planning and carrying out of the program to which this Agreement pertains shall have any personal financial interest, direct or indirect, in this Agreement. The Contractor shall comply with all federal, state and local conflict of interest laws, statutes and regulations as they shall apply to all parties and beneficiaries under this Agreement, as well as to officers, employees or agents of Metro Parks. 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 Agreement pertains which would conflict in any manner or degree with the performance of the Contractor's services and obligations hereunder. The Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

11. Enforcement.

- A. If by reason of the default on the part of either party in the performance of any of the provisions of this Agreement and it becomes necessary for the non-defaulting party to employ an attorney, the defaulting party agrees to pay all costs and legal expenses expended and/or incurred by the non-defaulting party.

12. Interpretation and Venue.

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A. Washington law will govern the interpretation of this Agreement. Any dispute as to the enforcement or interpretation of this Agreement shall be determined by arbitration in accordance with the arbitration laws of the State of Washington. The prevailing party in any arbitration arising under this contract shall be entitled to reasonable attorney's and expert witness fees. Pierce County shall be the venue of any arbitration.

13. Unenforceable Clauses.

A. If one or more of the Agreement clauses is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.

14. Entire Agreement.

A. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties. Each party hereby acknowledges receipt of a copy of this Agreement executed by both parties.

IN WITNESS WHEREOF, the parties hereto have executed this document as of the day and year first above written.

METROPOLITAN PARK DISTRICT
OF TACOMA, a municipal corporation

CONTRACTOR

Shon Sylvia, Executive Director
Metro Parks Tacoma

(Signature)

ATTEST:

(Name) (Printed)

Director
Department

(Title)

(Address)

Erwin B. Vidallon, Chief Financial Officer
Metro Parks Tacoma

(City, State, Zip)

(Phone): _____

James McDonald, Risk Manager
Metro Parks Tacoma

SSN: _____
(if self-employed)

P.O. No.: _____

Fed Tax No.: _____

L & I Acct. No.: _____

UBI No.: _____

Coordinator of Contract for Department

Copy 1: Contractor (Original)
Copy 2: Contract Compliance (Original)