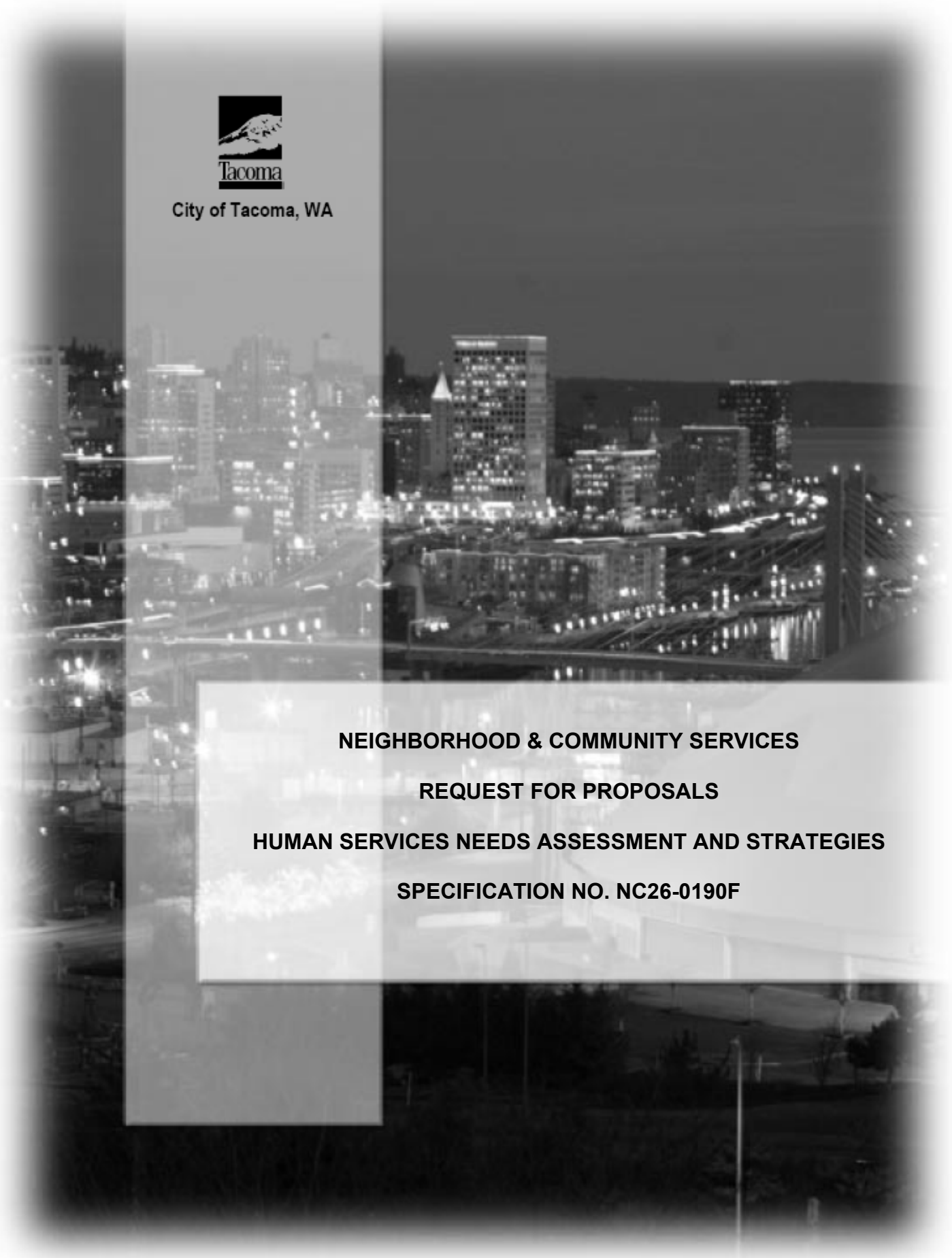

City of Tacoma, WA

NEIGHBORHOOD & COMMUNITY SERVICES

REQUEST FOR PROPOSALS

HUMAN SERVICES NEEDS ASSESSMENT AND STRATEGIES

SPECIFICATION NO. NC26-0190F

City of Tacoma
Neighborhood & Community Services

REQUEST FOR PROPOSALS (RFP) NC26-0190F
HUMAN SERVICES NEEDS ASSESSMENT AND STRATEGIES

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 22, 2026

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

The City is seeking one qualified consulting firm or consultant team to complete the work described in the RFP.

Submittal Delivery: Electronic submittals will be received as follows:

By Electronic Submission: monday.com Submission Link

Respondents must submit one complete electronic proposal package, including all items identified in the Submittal Checklist and Section 10 of the RFP.

The City will designate the time recorded by the electronic submission system as the official time of receipt. Please allow sufficient time for delivery. Timely electronic delivery is at the risk of the Respondent.

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time.

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

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

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

Pre-Proposal Meeting: No pre-proposal meeting will be held. Questions and requests for clarification may be submitted as stated in Section 6 of the RFP.

Project Scope: The City of Tacoma Neighborhood & Community Services Department is seeking a qualified consultant or consultant team to conduct a comprehensive Human Services Needs Assessment and develop a distinct but aligned Human Services Strategy, Homelessness Strategy, and Affordable Housing Strategy.

The Needs Assessment will establish a current, equity-centered understanding of community need and evaluate the accessibility, capacity, coordination, and effectiveness of human services for Tacoma residents, homelessness response, and affordable housing systems. The assessment will serve as the evidence base for the three strategies.

The four work products must function as distinct but aligned documents. The selected consultant will conduct research and data analysis, facilitate community and stakeholder engagement, support City governance bodies, identify priorities and system gaps, and produce actionable implementation frameworks with outcomes, measures, responsibilities, sequencing, and resource considerations.

Estimate: The anticipated project budget is up to $200,000. The final contract amount will be determined through the competitive selection and contract negotiation process.

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

Americans with Disabilities Act (ADA) Information: The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing the contact listed below in the *Additional Information* section.

Title VI Information:
"The City of Tacoma" in accordance with provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration of award.

¿Necesita esta información en español?

Quý vị có cần nhận được thông tin này bằng tiếng Việt không?

이 정보자료가 한국어로 필요한가요?

Вам нужна эта информация на русском?

Чи потрібна вам ця інформація українською мовою?

Kailangan ba ninyo ang impormasyong ito sa Tagalog?

E te mana'omia lenei fa'amatalaga i le gagana Samoa?

តើអ្នកត្រូវការព័ត៌មាននេះ ជាភាសាខ្មែរ ឬទេ?

您需要这些信息以简体中文提供吗？

languageaccess@tacoma.gov

Additional Information: Requests for information regarding the specifications may be obtained by contacting the Sara Bird by email to sbird@tacoma.gov.

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

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

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SUBMITTAL CHECK LIST

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

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

The following items make up your submittal package:	
Completed and signed Signature Page (Appendix B)	
Technical proposal addressing all requirements in Section 10	
Resumes for proposed key personnel	
After award, the following documents will be executed:	
Professional Services Contract	
Certificate of Insurance and related endorsements, if required	

1. BACKGROUND

The City of Tacoma (City), Neighborhood & Community Services (NCS) Department, is soliciting proposals from qualified consulting firms or consultant teams to conduct a comprehensive Human Services Needs Assessment and develop distinct but aligned Human Services Strategy, Homelessness Strategy, and Affordable Housing Strategy.

The City last completed a comprehensive community needs assessment in 2016. Since that time, Tacoma has experienced significant demographic, economic, housing, public health, and service-system changes. The City has completed several targeted assessments, but it does not have a current comprehensive assessment of human services needs. The City's most recent Human Services Strategic Plan covered 2015-2019. The Homelessness Strategy was adopted in 2022, and the Affordable Housing Action Strategy was adopted in 2023.

This initiative will establish a current, equity-centered understanding of community need; evaluate the accessibility, capacity, coordination, and effectiveness of the existing human services and housing systems; and translate findings into practical strategies that guide City policy, investments, partnerships, and performance management.

The work must be distinct yet inter-related across all four independent products. The Needs Assessment will provide the evidence base for the three strategies, and the strategies must share an aligned set of priorities, outcomes, implementation actions, and measures.

The initiative will be governed by Executive Sponsors, a City Core Team, a Technical Advisory Team, and one or more Community Advisory Committees. The selected Consultant will work closely with the City Project Manager and these governance bodies, while maintaining responsibility for high-quality research, facilitation, analysis, drafting, and project delivery.

The Needs Assessment will address, at minimum: affordable housing; homelessness, including shelter, homelessness outreach, housing stability, and pathways to permanent housing; violence prevention, including youth and young adults, domestic and intimate partner violence, community violence, and commercial sexual exploitation of children; older adult services; disability services; health and health care, including behavioral health; and food insecurity.

The work must align with adopted and emerging City and regional plans, including Tacoma 2035, the City Comprehensive Plan, Home in Tacoma, the 2025-2029 Consolidated Plan, the Community Safety Action Strategy, the 2022-2028 Homelessness Strategy, the Affordable Housing Action Strategy, and Pierce County's 2025-2030 Comprehensive Plan to End Homelessness.

The City anticipates awarding one professional services contract. The anticipated period of performance is from contract execution through July 2028. The City's goal is to complete and position all final products for adoption and implementation by July 2028.

To learn more about the City of Tacoma, visit tacoma.gov. Submittals submitted and/or the selected Consultant may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

2. MINIMUM REQUIREMENTS

Respondents must demonstrate all of the following minimum qualifications in their submittal package:

- At least five years of organizational or principal-level experience conducting community needs assessments, strategic planning, public-sector policy analysis, or closely related work.
- Successful completion of at least three projects of comparable complexity for a city, county, regional government, public agency, or large community-serving system.
- Demonstrated expertise in mixed-methods research, including quantitative data analysis, qualitative research, community engagement, and synthesis of administrative and publicly available data.
- Demonstrated experience developing actionable strategies related to human services, homelessness, affordable housing, community health, or other relevant social policy systems.
- Demonstrated ability to conduct culturally responsive and accessible engagement with people who have lived experience of service-system barriers and with communities disproportionately affected by inequity.
- A designated project manager with authority and availability to manage the work through completion.
- Capacity to begin work promptly following contract execution and complete the final deliverables by July 2028.
- Ability to obtain and maintain all licenses, registrations, and insurance.

3. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select a Consultant based on the qualifications and abilities of the firm and key project personnel, the quality and feasibility of the proposed approach, and the Consultant's ability to produce integrated, implementation-ready deliverables.

The Consultant will provide the labor, expertise, tools, facilitation, analysis, documentation, and project management necessary to complete the following scope. Respondents may propose refinements that improve the methodology or sequencing, provided the proposal addresses every required task and deliverable.

3.1 Project Management and Governance

- Conduct a project kickoff and confirm roles, decision rights, communications, meeting cadence, quality-control procedures, and escalation protocols.
- Prepare and maintain a detailed project management plan, work breakdown structure, schedule, deliverable calendar, risk register, and decision log.
- Support the City's Executive Sponsors, Core Team, Technical Advisory Team, and Community Advisory Committee(s) with agendas, materials, presentations, facilitated discussions, and concise meeting documentation.

- Provide regular written status reports describing progress, upcoming activities, decisions needed, risks, budget status, and corrective actions.

3.2 Existing Conditions, Plan Review, and Data Inventory

- Review relevant City, County, State, federal, and community plans, assessments, studies, budgets, performance reports, policies, and program data.
- Develop a crosswalk identifying areas of alignment, duplication, conflict, gaps, dependencies, and opportunities for integration among existing plans and initiatives.
- Create a data inventory that identifies available datasets, data owners, geographic and demographic coverage, quality limitations, privacy considerations, and gaps requiring supplemental research.

3.3 Human Services Needs Assessment Methodology

- Develop a detailed methodology for City approval that integrates quantitative analysis, qualitative research, community voice, lived experience, service-provider expertise, and policy review.
- Define the population, geographic, demographic, equity, and service-domain frameworks to be used throughout the assessment.
- Establish a transparent approach for identifying and prioritizing needs, including criteria such as prevalence, severity, disparities, unmet demand, barriers to access, system capacity, preventability, community priorities, and potential for City impact.

3.4 Research and Analysis

- Analyze population and demographic trends, social and economic conditions, housing need and affordability, homelessness, health and behavioral health, food access, violence and safety-related needs, disability and older-adult needs, and other priority human services conditions.
- Disaggregate findings to the greatest extent feasible by race and ethnicity, age, disability, gender, household type, income, geography, housing status, language, sexual orientation, and other relevant factors while protecting privacy and avoiding statistically unreliable conclusions.
- Map the human services, homelessness, and affordable housing ecosystems, including City-funded and non-City-funded services, eligibility and access points, service capacity, geographic distribution, referral pathways, coordination structures, and known barriers.
- Assess service demand, utilization, waitlists, unmet need, capacity constraints, funding patterns, workforce conditions, system fragmentation, and opportunities for prevention and early intervention.
- Benchmark Tacoma against comparable jurisdictions and identify evidence-informed, promising, and community-defined practices that may be applicable locally.
- Identify limitations in the available evidence and recommend sustainable improvements to City data collection, sharing, governance, and performance monitoring.

3.5 Community and Stakeholder Engagement

- Prepare and implement a comprehensive engagement plan that is coordinated across all four work products and approved by the City.
- Engage Tacoma residents, particularly people with lived experience and communities experiencing the greatest barriers or harms, through accessible and culturally responsive methods.
- Engage service providers, advocacy organizations, culturally specific organizations, housing partners, funders, public agencies, tribal partners, educational institutions, employers, and other stakeholders.
- Use multiple engagement methods, which may include interviews, focus groups, listening sessions, surveys, workshops, community forums, and participatory prioritization activities.
- Provide language access, disability access, trauma-informed practices, and options that reduce participation barriers. Coordinate with the City regarding any potential participant compensation and other engagement supports.
- Document who was engaged, methods used, themes heard, limitations, how feedback affected findings and recommendations, and where perspectives differed.

3.6 Human Services Needs Assessment Deliverables

- An executive summary and public-facing summary suitable for broad community use.
- A comprehensive final assessment describing methods, existing conditions including current city investments or actions, priority needs, disparities, community assets, service-system capacity and gaps, geographic findings, funding and policy context, and data limitations.
- A prioritized needs framework and supporting data tables, maps, charts, and appendices in accessible and editable formats.
- A presentation of findings to City leadership, advisory bodies, and other audiences identified by the City.

3.7 Integrated Strategic Framework

- Facilitate a transparent process to translate the Needs Assessment into shared principles, outcomes, priority populations, strategic priorities, decision criteria, and an integrated theory of change or results framework.
- Ensure that the Human Services, Homelessness, and Affordable Housing Strategies operate as a coordinated portfolio, with clear connections among prevention, crisis response, stabilization, housing, and long-term wellbeing.

3.8 Human Services Strategy

- Develop a Citywide Human Services Strategy that establishes guiding principles, roles, priorities, investment criteria, partnership approaches, and measurable outcomes for City human services policy and funding.
- Address how the City should prioritize limited resources; strengthen prevention and early intervention; improve access, navigation, coordination, and accountability; and respond to disparities and changing community needs.

3.9 Homelessness Strategy

- Update Tacoma's Homelessness Strategy with Tacoma-specific goals, actions, roles, and performance measures aligned with Pierce County's 2025-2030 Comprehensive Plan to End Homelessness and relevant federal and State requirements.
- Address prevention, diversion, outreach, crisis response, shelter, supportive services, housing navigation, permanent housing pathways, regional coordination, system performance, and the needs of populations facing the greatest barriers.

3.10 Affordable Housing Strategy

- Update the Affordable Housing Action Strategy to reflect current housing needs, market conditions, funding tools, Home in Tacoma and other land-use changes, anti-displacement priorities, and the 2025-2029 Consolidated Plan.
- Recommend coordinated actions to preserve and produce affordable housing, prevent displacement and housing loss, expand access for households with the greatest barriers, and align City land-use, regulatory, financial, and partnership tools.

3.11 Implementation and Performance Framework

- For each strategy, provide prioritized actions, responsible and supporting parties, sequencing, estimated time horizon, resource and policy implications, dependencies, risks, equity considerations, and measurable outputs and outcomes.
- Distinguish near-term actions from longer-term initiatives and identify actions that can be implemented administratively, those requiring budget or policy decisions, and those requiring regional or external partnership.
- Develop a practical performance measurement framework, including definitions, baselines where available, targets or target-setting processes, data sources, reporting cadence, and public accountability mechanisms.
- Provide a consolidated implementation roadmap and recommendations for governance, cross-department coordination, continuous community involvement, and periodic strategy updates.

3.12 Final Products and File Requirements

- Provide intermittent draft versions of the Needs Assessment and three strategies for City review, feedback, and updates. Provide enough time in the development process to integrate direction or changes from city leadership.
- Provide final versions of the Needs Assessment, three strategies, integrated implementation roadmap, executive and public summaries, presentations, technical appendices, data files, and engagement documentation.
- All deliverables must be professionally edited, visually clear, accessible under applicable City accessibility standards, and provided in both final and fully editable native formats.
- The City will own all final work products and underlying project materials produced under the contract, subject to the terms of the executed agreement.

4. CONTRACT TERM

The anticipated contract term is from contract execution through July 2028. The City may extend the contract for up to six additional months by mutual written agreement when needed to complete adoption, presentations, final revisions, or transition to implementation. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

5. CALENDAR OF EVENTS

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

Contract may be issued after City Council approval.

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

Publish and issue RFP:	8/26/2026
Pre-Submittal Questions Due:	9/11/2026
Response to Questions:	9/15/2026
Submittal Due Date:	9/22/2026
Submittal(s) Evaluated:	September 2026 – October 2026
Interviews/presentations, on or about:	Week of 10/26/2026
Award Recommendation:	November 2026

6. INQUIRIES

6.1 Questions should be submitted to the Sara Bird via email to sbird@tacoma.gov. Subject line to read:

NC26-0190F – Human Services Needs Assessment and Strategies – VENDOR NAME

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

6.3 Questions marked confidential will not be answered or included.

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

6.5 The answers are not typically considered an addendum.

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

6.7 Written answers to questions will be posted alongside the specifications at www.tacomapurchasing.org

7. PRE-PROPOSAL MEETING

No pre-proposal meeting will be held for this RFP.

8. DISCLAIMER

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

9. EVALUATION CRITERIA

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

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

The SAC may select one Respondent or a Prime Respondent with a consultant team to provide the required services.

The SAC may use references and publicly available information to clarify or verify information in the submittal and interview, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

An incomplete response or no response may result in a score of zero for that criterion.
A significant deficiency in any one criterion may be grounds for rejection of the submittal as a whole.

The final selection will be the Respondent that, in the sole judgment of the City, best meets the requirements and intent of this RFP. The City may select other than the highest-scoring proposal when necessary to best fulfill the City's interests.

Criteria	**Max Points**
Technical Approach and Methodology	25
Qualifications/Experience of Firm	10
Qualifications/Experience of Key Personnel	15

Relevant Project Examples and References	10
Community Engagement and Equity Approach	15
Project Management, Schedule, and Quality Control	10
Fees and Charges	5
Sustainability	5
Equity in Contracting	5
Contract Exceptions	0
Total	**100**

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

Proposals must be formatted as 8 1/2 x 11 inches. A page is one single side containing written text or graphics. Use Times New Roman or Arial, no smaller than 11-point font, with margins of at least 0.75 inches. The technical proposal is limited to 30 pages, excluding the cover letter, table of contents, required forms, resumes, and appendices specifically requested by the City. Pages exceeding the limit may be excluded from evaluation.

A full and complete response to each item below is expected in a single location; do not cross-reference another section of the proposal as the sole response. Respondents should organize proposals in the order shown below and clearly label each section.

Information claimed as confidential must be clearly marked, and the Respondent must provide an index identifying the affected page number(s) and location(s). See the Standard Terms and Conditions - Solicitation regarding public disclosure and proprietary or confidential information.

Respondents must provide complete and detailed responses. Submittals that are incomplete, materially conditioned, contain substantial deviations, or are not in conformity with law may be rejected as non-responsive. The City may request clarification or additional information, and Respondents must respond within two business days unless the City provides a different deadline.

10.1 Technical Approach and Methodology – 25 points
Describe the proposed approach for completing the entire scope of services. Include the research design, quantitative and qualitative methods, data integration and validation, service-system mapping, benchmarking, prioritization framework, strategy-development process, implementation planning, and approach to producing distinct but aligned work products. Identify assumptions, methodological limitations, and proposed solutions to likely data gaps.

10.2 Qualifications/Experience of Firm – 10 points
Describe the firm's qualifications, organizational capacity, and relevant expertise. Address experience with municipal or regional government; human services needs assessments; homelessness systems; affordable housing strategy; equity analysis; public engagement; policy and fiscal analysis; and development of implementation-ready strategic plans.

10.3 Qualifications/Experience of Key Personnel – 15 points
Identify the project manager and all key personnel, including subcontractors. Describe each person's role, anticipated level of effort, relevant qualifications, and experience. Include resumes as an appendix. The personnel identified must be committed to the project for the expected contract term. Explain how the team's expertise covers all major elements of the scope.

10.4 Relevant Project Examples and References – 10 points
Describe three projects completed within the last five years that are similar in scale, subject matter, complexity, and stakeholder environment. For each project, provide the client, dates, contract value, scope, team members who would also work on this project, outcomes, challenges, and lessons applicable to Tacoma. Provide a current reference for each project, including name, title, organization, telephone number, and email address.

10.5 Community Engagement and Equity Approach – 15 points
Describe how the Respondent will design and implement meaningful, accessible, culturally responsive, and trauma-informed engagement. Explain how people with lived experience and communities experiencing the greatest barriers will influence decisions throughout the project; how participation barriers will be reduced; how language and disability access will be addressed; how differing perspectives will be documented; and how quantitative data, qualitative findings, and community knowledge will be integrated. Identify any specialized partners or subcontractors proposed for engagement.

10.6 Project Management, Schedule, and Quality Control – 10 points
Provide a detailed work plan and schedule showing tasks, milestones, dependencies, City review periods, governance touchpoints, draft and final deliverables, and completion by July 2028. Describe project governance, communication protocols, risk management, budget control, document management, data security, quality assurance, and procedures for resolving delays or performance issues. Identify the expected time commitment and resources required from City staff.

10.7 Fees and Charges – 5 points
Provide a not-to-exceed project price by task and deliverable, proposed payment schedule, hourly rates by personnel classification, estimated hours, subcontractor costs, travel or other reimbursable expenses, and all assumptions. Clearly identify optional services and costs. The City prefers a deliverable-based payment structure tied to acceptance of work products.

10.8 Sustainability – 5 points
Describe the Respondent's environmental sustainability policies and the practices that will be used during the contract to reduce greenhouse gas emissions, travel, paper use, waste, and resource consumption. Identify relevant goals, certifications, measurements, or verified results. The City encourages virtual meetings and electronic deliverables when they meet project and engagement needs.

10.9 Equity in Contracting – 5 points
Indicate whether the Respondent or a proposed partner is currently certified by the Washington State Office of Minority and Women's Business Enterprises in any eligible category. Provide certification type, business name, certification number, and role in the project. Confirmation of an eligible current certification will receive the points available for this criterion.

10.10 Contract Exceptions – 0 points
Identify any requested exceptions to the City of Tacoma Standard Terms and Conditions, insurance requirements, sample contract, or other solicitation requirements. If none, state "No exceptions." Exceptions are not scored but may affect responsiveness or the City's ability to award a contract.

11. INTERVIEWS / ORAL PRESENTATIONS

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

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

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

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

12. RESPONSIVENESS

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

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

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

13. ACCEPTANCE / REJECTION OF SUBMITTALS

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

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

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

14. CONTRACT OBLIGATION

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

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

15. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

City of Tacoma Standard Terms and Conditions apply.

16. INSURANCE REQUIREMENTS

The successful Respondent will provide proof of and maintain insurance coverage in the amounts and manner specified in the City of Tacoma Insurance Requirements contained in Appendix C.

17. PARTNERSHIPS

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

and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

18. COMMITMENT OF FIRM KEY PERSONNEL

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

19. AWARD

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

Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations with that finalist will begin.

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

21. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

22. ADDENDUMS

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

23. LEAP REQUIREMENTS

This project has no LEAP requirements; however, the City of Tacoma is committed to equality in employment for Washington State Apprenticeship and Training Council-approved Apprentices, City of Tacoma residents, and residents of local economically distressed areas. Respondents are encouraged to support these employment objectives when opportunities arise.

Please contact the LEAP Office for assistance in locating qualified employees. Please visit the LEAP website for more information.

24. EQUITY IN CONTRACTING

This project has no mandatory Equity in Contracting utilization requirement. The City of Tacoma is committed to encouraging firms certified through the Washington State Office of Minority and Women's Business Enterprises to participate in City contracting opportunities. Respondents are encouraged to include certified firms in meaningful roles and must accurately report proposed participation in their submittal.

APPENDIX A

Reference Documents and Technical Resources

City of Tacoma Tacoma 2035 Strategic Plan
City of Tacoma Comprehensive Plan and Home in Tacoma
City of Tacoma 2025-2029 Consolidated Plan
City of Tacoma Community Safety Action Strategy
City of Tacoma 2022-2028 Homelessness Strategy
City of Tacoma Affordable Housing Action Strategy and Anti-Displacement Strategy
Pierce County 2025-2030 Comprehensive Plan to End Homelessness

The above documents are available through the City of Tacoma and Pierce County websites. The City may provide additional internal or administrative data to the selected Consultant subject to applicable privacy, security, and data-sharing requirements.

APPENDIX B

Signature Page

SIGNATURE PAGE

CITY OF TACOMA
Neighborhood and Community Services

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

REQUEST FOR PROPOSALS SPECIFICATION NO. NC26-0190F
Human Services Needs Assessment and Strategies

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.

Declaration

The undersigned bidder/proposer hereby certifies under penalty of perjury that this bid/proposal and all required documents are genuine, accurate 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

_____
Address

_____
City, State, Zip

_____
Authorized Signatory E-Mail Address

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

_____
E-Mail Address for Communications

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

_____
Printed Name and Title

_____
(Area Code) Telephone Number / Fax Number

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

_____
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 C

Sample Professional Services Contract

City of Tacoma Insurance Requirements

SERVICES CONTRACT

THIS CONTRACT, made and entered into effective as of [Month] [Day], [Year] ("EFFECTIVE DATE"), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **[INSERT legal name of Supplier exactly as it appears in Ariba including any dbas or trade names]**, (hereinafter may be referred to as "CONTRACTOR" or "SUPPLIER");

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

1. **Scope of Services**

   The CONTRACTOR agrees to diligently and completely perform the services or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in [Exhibit A, B, ETC., if needed] attached hereto and incorporated herein.

2. **Order of Precedence**

   To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit _____ and _____, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit ___, Exhibit _____. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

3. **Changes to Scope of Work**

   The CITY shall have the right to make changes within the general scope of services or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. **On Call Contracts**

   If the services and deliverables performed under this Contract are performed on an on call or as assigned basis, service and deliverables will be assigned by Task Authorization or Statements of Work or other similar mechanism, each of which will contain the scope of the specific services or deliverables to be performed or provided, together with a schedule and budget, which will be in accordance with rates, charges and times for performance as set forth in this Contract. The total compensation paid under this Contract is dependent on the quantity of on call or as assigned services actually provided, subject to the not to exceed amount stated herein. Services or deliverables provided under this Contract, and the corresponding compensation, cannot augment compensation under a different contract with the CITY for the same Scope of Services as are provided under this Contract.

5. **Term**

SAMPLE

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

6. Renewals

At CITY's sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

7. Delay

Neither party shall be considered to be in default in the performance of this Contract to the extent such performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party and, in such event, the time for performance shall be extended for a period equal to any time lost as a result thereof. In the event CONTRACTOR is unable to proceed due to a delay solely attributable to CITY, CONTRACTOR shall advise CITY of such delay in writing as soon as is practicable.

8. Compensation

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [on the basis of] [EXHIBIT XXXX and/or a DESCRIPTION OF COMPENSATION ARRANGEMENTS –MILESTONES, TIME AND MATERIALS, LUMP SUM ETC.]

9. Prevailing Wages

A. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.

B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:

1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.

SAMPLE

2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.

3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

10. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed $ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.
In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

11. Payment

CONTRACTOR shall submit [Pick one of the following monthly, weekly, annual, Contract milestone, other (describe in detail)] invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to accountspayable@cityoftacoma.org.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the CONTRACTOR for any services or deliverables not performed as required hereunder

SAMPLE

until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

12. Payment Method

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City, in its sole discretion, will determine the method of payment for this Contract.

13. Independent Contractor Status

The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create an employer and employee relationship. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless stated otherwise in this Contract. No payroll or employment taxes of any kind shall be withheld or paid by the CITY with respect to payments to CONTRACTOR. The payroll or employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. By reason of CONTRACTOR's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the CITY on account of CONTRACTOR. CONTRACTOR may be required to provide the CITY proof of payment of these said taxes and benefits. If the CITY is assessed or deemed liable in any manner for those charges or taxes, the CONTRACTOR agrees to hold the CITY harmless from those costs, including attorney's fees.

14. Services Warranty

The CONTRACTOR warrants that all services performed pursuant to this Contract shall be generally suitable for the use to which CITY intends to use said services and deliverables as expressed in the Scope of Work. In the performance of services under this Contract, the CONTRACTOR and its employees further agree to exercise the degree of skill and care required by customarily accepted good practices and procedures followed by professionals or service providers rendering the same or similar type of service. All obligations and services of the CONTRACTOR hereunder shall be performed diligently and completely according to such professional standards.

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs within one year from _____[FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended

from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

15. Reliance on CITY Provided Data or Information

If CONTRACTOR intends to rely on information or data supplied by CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of CITY.

16. Contract Administration

[INSERT NAME TITLE AND DEPARTMENT OF CONTRACT ADMINISTRATOR] for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

17. Specific Personnel

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

18. Records Related to Performance of Contract

During the Term of this Contract, and for six (6) years thereafter, CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract. Upon City's request, CONTRACTOR shall provide to CITY any and all records or documents related to the performance of this Contract that CITY deems to be public records responsive to a request made to the CITY pursuant to Washington State Public Records Act, Chapter 42.56 Revised Code of Washington.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by CONTRACTOR to CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable

SAMPLE

actual cost of CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

19. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of _____[INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

20. Notices

Except for routine operational communications, which may be delivered personally or transmitted by electronic mail all notices required hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to the parties at the following addresses:

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

21. Termination

A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY's own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR's breach

SAMPLE

continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

B. 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.

C. In the event of material default or breach by CONTRACTOR of any of the terms or conditions of the Contract, CITY may, at its election, procure services and deliverables under this CONTRACT from other sources, and may deduct from the unpaid balance due CONTRACTOR, or collect against the bond or security (if any), or may invoice and recover from CONTRACTOR all costs paid in excess of the price(s) set forth in the Contract.

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

22. Suspension

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

23. Federal Funds

If federal funds will be used to fund, pay or reimburse all or a portion of the services or deliverables provided under the Contract, the terms and conditions set forth at Appendix A to this Contract are incorporated into and made part of this Contract and CONTRACTOR will comply with all applicable provisions of Appendix A and with all applicable federal laws, regulations, executive orders, policies, procedures, and directives in the performance of this Contract. If CONTRACTOR's receipt of federal funds under this Contract is as a sub-recipient, Appendix B, "Sub-recipient Information and Requirements" must be completed and incorporated into and made part of this Contract.

24. Taxes

Unless stated otherwise herein, CONTRACTOR is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and CONTRACTOR agrees to comply with all applicable laws regarding the reporting of income, maintenance of records, and all other requirements and obligations imposed pursuant to applicable law. If the CITY is assessed, made liable, or responsible in any

SAMPLE

manner for such charges or taxes, the CONTRACTOR holds CITY harmless from such costs, including attorney's fees.

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

25. Licenses and Permits

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

26. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

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

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

27. Title 51 Waiver

CONTRACTOR specifically assumes potential liability for actions brought by the CONTRACTOR'S own employees against the CITY and, solely for the purpose of this indemnification and defense, the CONTRACTOR specifically waives any immunity under

the state industrial insurance law, Title 51 RCW. THE CONTRACTOR RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

28. Insurance

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

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

29. Nondiscrimination

The CONTRACTOR agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. The CONTRACTOR shall not discriminate in any employment action because of race, religion, creed, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, veteran or military status, the presence of any sensory, mental or physical disability or the use of a trained dog guide or service animal by a disabled person. In the event of non-compliance by the CONTRACTOR with any of the non-discrimination provisions of this Contract, the CITY shall be deemed to have cause to terminate this Contract, in whole or in part.

30. Conflict of Interest

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

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

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright

SAMPLE

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

32. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the “Notices” provision herein.

33. Confidential or Proprietary Records Must be Marked

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

34. 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.

SAMPLE

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

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

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

CITY is required to provide notice of the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 ("Rules") to all entities that receive confidential or otherwise protected personal information of CITY's customers. Terms in quotations in this Section refer to defined terms contained in the "Rules." CONTRACTOR is, as to "Covered Accounts" of CITY for which CONTRACTOR performs activities under the Contract, a "Service Provider." "Service Provider" will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific "Red Flag" incidents detected as to "Covered Accounts" of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported "Red Flags." This Section shall survive for six (6) years after the termination or expiration of this Contract.

35. Approval for Release of Information Related to Contract

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

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

36. 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,

SAMPLE

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.

37. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries

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

Waiver

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

Severability and Survival

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

Entire Agreement

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

Modification

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

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IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF TACOMA:	CONTRACTOR:
Signature:	Signature:
Name:	Name:
Title:	Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

APPENDIX A

FEDERAL FUNDING

1. COPELAND ANTI-KICKBACK ACT

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

A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

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instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

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

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay

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for all hours worked in excess of forty hours in such workweek.

B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.

C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.

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

4. CLEAN AIR ACT

A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

5. FEDERAL WATER POLLUTION CONTROL ACT

A. CONTRACTOR agrees to comply with all applicable standards, orders, or

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regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.

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

6. DEBARMENT AND SUSPENSION

A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.

C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT

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

B. If applicable, CONTRACTOR certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract is incorporated into this Contract.

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8. PROCUREMENT OF RECOVERED MATERIALS

A. In the performance of this Contract, CONTRACTOR shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

1. Competitively within a timeframe providing forcompliance with the contract performance schedule;

2. Meeting contract performance requirements; or

3. At a reasonable price.

B. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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

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APPENDIX A-1

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

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

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APPENDIX B—Sub-recipient information and requirements

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

<table>
<tr><td colspan="2">(i) Agency Name (must match the name associated with its unique entity identifier)</td><td>(ii) Unique Entity Identifier
(i.e., DUNS)</td><td>City of Tacoma Number for This Agreement</td></tr>
<tr><td>(iii) Federal Award Identification Number (FAIN)</td><td>(iv) Federal Award Date</td><td>(v) Federal Period of Performance Start and End Date</td><td>(vi) Federal Budget Period Start and End Date</td></tr>
<tr><td>(vii) Amount of Federal Funds Obligated to the agency by this action:
$</td><td colspan="2">(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency</td><td>(ix) Total Amount of the Federal Award <i>Committed</i> to the agency
$</td></tr>
<tr><td colspan="4">(x) Federal Award Project Description:</td></tr>
<tr><td>(xi) Federal Awarding Agency:</td><td>Pass-Through Entity:
City of Tacoma</td><td colspan="2">Awarding Official Name and Contact Information:</td></tr>
<tr><td colspan="3">(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</td><td>(xiii) Identification of Whether the Award is R&D</td></tr>
<tr><td>(xiv) Indirect Cost Rate for the Federal Award</td><td colspan="2">Award Payment Method (lump sum payment or reimbursement)</td><td></td></tr>
</table>

CITY OF TACOMA
INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.

1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:

- 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
- 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
- 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
- 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
- 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
- 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form **Both** CG 20 10, or CG 20 26, or CG 20 33, ***10 01 Editions***, or
- 1.3.7. CG 20 38 04 13 or the equivalent
- 1.3.8. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella

1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:

- 1.4.1. An ACORD certificate or equivalent
- 1.4.2. Copies of requested endorsements (Additional Insured, Waiver of Subrogation, Primary and non-contributory) specifically issued by the insurance carriers evidencing coverage on the certificate

1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the

City of Tacoma Department must be shown on the Certificate of Insurance.

1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage expiration via email sent annually to coi@tacoma.gov.

1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to coi@tacoma.gov.

1.8. “Claims-Made” coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.

1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.

1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.

1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars ($25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.

1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.

1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.

1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).

1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.

1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and

incorporated by reference and shall constitute compliance with this Section.

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

The insurance policies shall provide the minimum coverages and limits set forth below. Providing coverage in these stated minimum limits shall not be construed to relieve Contractor from liability in excess of such limits.

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies or products. It includes Products and Completed Operations for three years following the completion of work related to performing construction services. It shall be endorsed to include: A per project aggregate policy limit (using ISO form CG 25 03 05 09 or equivalent endorsement) and/or Contractual Liability-Railroad using ISO form CG 24 17 10 01 or equivalent if Contractor is performing work within Fifty (50) feet of a City of Tacoma railroad right of way.

3.2 Sexual Misconduct or Abuse & Molestation Liability Insurance

Contractor shall maintain Sexual Misconduct policy with limits not less than One Million Dollars ($1,000,000) each occurrence and Two Million Dollars ($2,000,000) aggregate.

3.3 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain MCS 90 and CA 99 48 endorsements or equivalent if "Pollutants" are to be transported unless in-transit Pollution coverage is covered under required Contractor's Pollution Liability Insurance.

3.4 Workers' Compensation

Contractor shall comply with Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington, as well as any other similar coverage required for this work by applicable federal laws of other states. Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

3.5 Employers' Liability Insurance

Contractor shall maintain Employers' Liability coverage with limits not less than One Million Dollars ($1,000,000) each employee, One Million Dollars ($1,000,000) each accident, and One Million Dollars ($1,000,000) policy limit.

3.6 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract. Contractor shall maintain this coverage for Two Million Dollars ($2,000,000) if the policy limit includes the payment of claims or defense costs, from the policy limit. If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

3.7 Other Insurance

Other insurance may be deemed appropriate to cover risks and exposures related to the scope of work or changes to the scope of work required by City of Tacoma. The costs of such necessary and appropriate Insurance coverage shall be borne by Contractor.