



City of Tacoma, WA

**CITY OF TACOMA**  
**NEIGHBORHOOD & COMMUNITY SERVICES**  
**REQUEST FOR PROPOSALS**  
**2025-2026 NCS NOTICE OF FUNDING AVAILABILITY**  
**SPECIFICATION NO. NC24-0136F**



**City of Tacoma  
Neighborhood and Community Services**

**REQUEST FOR PROPOSALS NC24-0136F  
2025-2026 NCS Notice of Funding Availability**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, July 2<sup>nd</sup>, 2024**

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. For Smartsheet submittals, the City of Tacoma will designate the time of receipt recorded by Smartsheet. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive. In the event of multiple submittals for the same program, the City will designate the last submission received as the official submission.

**Submittal Delivery:** Sealed submittals will be received as follows:

<b>By Smartsheet:</b> Using this <a href="https://app.smartsheet.com/b/form/52b94b006afe4d5d8b9b04aeb708b1e4">link</a> - <a href="https://app.smartsheet.com/b/form/52b94b006afe4d5d8b9b04aeb708b1e4">https://app.smartsheet.com/b/form/52b94b006afe4d5d8b9b04aeb708b1e4</a>	
<b>By Email:</b> <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a> Maximum file size: 35 MB. Multiple emails may be sent for each submittal	<b>In Person:</b> Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35 <sup>th</sup> Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm

**Bid Opening:** Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://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](http://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:** Two pre-proposal meetings will be held via Zoom on the dates specified in the Calendar of Events (Section 5). Respondents are not required to attend a pre-proposal meeting, but it is highly recommended to attend one of the meetings. Both meetings will include the same presentations. The meetings will be recorded and posted alongside the specification at [www.tacomapurchasing.org](http://www.tacomapurchasing.org). The Zoom meeting details are below:

**June 5, 2024 9:00 a.m. - 11:00 a.m. (PDT)**

Join Zoom Meeting

<https://us06web.zoom.us/j/88680233987?pwd=JE3XfjatnadbaKtXSmMbnqA7obabZF.1>

Meeting ID: 886 8023 3987

Passcode: 051166

One tap mobile  
+12532158782,,88680233987# US (Tacoma)  
+12532050468,,88680233987# US

Find your local number: <https://us06web.zoom.us/j/kcWmPVOplT>

**June 20, 2024 1:00 p.m. - 3:00 p.m. (PDT)**

Join Zoom Meeting

<https://us06web.zoom.us/j/85840586618?pwd=6C9X3O8iaX5tsp9C3Gn4jFiQnw4oXS.1>

Meeting ID: 858 4058 6618

Passcode: 015773

One tap mobile  
+12532050468,,85840586618# US  
+12532158782,,85840586618# US (Tacoma)

Find your local number: <https://us06web.zoom.us/j/kdhjy6rIK7>

**Project Scope:** Proposals should support the NCS department mission statement: “Neighborhood and Community Services (NCS) fosters safe, clean, and healthy households and neighborhoods by partnering with the community to increase equity, improve access to resources, and uphold compliance standards that contribute towards cultivating a sense of belonging and a thriving Tacoma.” Proposals must align with Tacoma City Council Priorities and NCS Department Priorities as outlined in Section 3 of the RFP in order to be considered. Please see Section 3 of the RFP for very detailed information

**Estimate:** \$8,000,000 to be split among various projects.

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

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

**Title VI Information:**

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

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Sara Bird by email to [sbird@cityoftacoma.org](mailto:sbird@cityoftacoma.org).

**Protest Policy:** City of Tacoma protest policy, located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



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

**Table of Contents**

SUBMITTAL CHECK LIST ..... 5

1. BACKGROUND ..... 6

2. MINIMUM REQUIREMENTS ..... 6

3. SCOPE OF SERVICES AND DELIVERABLES..... 6

4. CONTRACT TERM.....11

5. CALENDAR OF EVENTS .....11

6. INQUIRIES .....11

7. PRE-PROPOSAL MEETING(S).....12

8. DISCLAIMER.....12

9. EVALUATION CRITERIA.....12

10. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria.....13

11. INTERVIEWS / ORAL PRESENTATIONS.....18

12. RESPONSIVENESS .....18

13. ACCEPTANCE / REJECTION OF SUBMITTALS.....18

14. CONTRACT OBLIGATION.....19

15. STANDARD TERMS AND CONDITIONS.....19

16. INSURANCE REQUIREMENTS.....19

17. PARTNERSHIPS .....19

18. COMMITMENT OF FIRM KEY PERSONNEL .....19

19. AWARD.....20

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT .....20

21. PROPRIETARY OR CONFIDENTIAL INFORMATION.....20

22. ADDENDUMS .....21

23. LEAP REQUIREMENTS .....21

24. EQUITY IN CONTRACTING .....21

APPENDIX A .....22

APPENDIX B .....23

APPENDIX C .....24

APPENDIX D .....25

APPENDIX E .....26

## 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.

In the event of multiple submittals for the same program, the City will designate the last submission received as the official submission.

Please utilize one of the following methods for submitting your package:

- [Smartsheet](#) (preferred option)
- Email (submit to [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org))
- Mail or in person (include either paper copy or flash drive with all required documents)

<p><b>The following items make up your submittal package:</b></p>	
<p>1. Signature Page (Appendix A)</p> <ul style="list-style-type: none"> <li>• If submitting via Smartsheet (preferred option), Signature Page will be handled automatically via DocuSign (Respondent will receive automatic DocuSign email to sign Signature Page).</li> <li>• If submitting via email, mail, or in person, Respondent will need to complete Signature Page and send in with item #2 below.</li> </ul>	
<p>2. Information in Section 10 – Content to be Submitted</p> <ul style="list-style-type: none"> <li>• If submitting via Smartsheet (preferred option), please use this <a href="#">link</a>.</li> <li>• If submitting via email, mail, or in person, please complete the Word document included in Appendix B.</li> </ul>	
<p><b>After award, the following documents will be executed:</b></p>	
<p>Services Contract</p>	
<p>Certificate of Insurance and related endorsements</p>	

## 1. BACKGROUND

The City of Tacoma (City) Neighborhood & Community Services (NCS) Department is soliciting proposals to establish contracts with qualified vendors to fulfill the [City's Council Priorities](#) and NCS Department Goals listed in Section 3. Proposals submitted should be in alignment with the [Systems and Strategy Division Issue Statement](#), address gaps in systems, and meet the needs of Tacoma residents who are most vulnerable. Alignment with the [City of Tacoma Strategic Plan \(Tacoma 2025\)](#) and [Council Resolution 40622](#), which acknowledges the disparate impacts of systemic racism and affirms the City of Tacoma's commitment to anti-racist systems transformation, is imperative.

To learn more about the City of Tacoma, visit [www.cityoftacoma.org](http://www.cityoftacoma.org).

## 2. MINIMUM REQUIREMENTS

Respondents must demonstrate:

- Experience with the population requesting to serve
- Experience working in and with ethnically and culturally diverse communities
- Experience with data collection and reporting systems
- Knowledge of human services issues in the City of Tacoma

Agency and/or fiscal agent must have:

- Washington State and City of Tacoma business license
- Been in business a minimum of two years
- Proven evidence-based best practices in programming

## 3. SCOPE OF SERVICES AND DELIVERABLES

Proposals should support the NCS department mission statement:

*"Neighborhood and Community Services (NCS) fosters safe, clean, and healthy households and neighborhoods by partnering with the community to increase equity, improve access to resources, and uphold compliance standards that contribute towards cultivating a sense of belonging and a thriving Tacoma."*

Proposals must align with Tacoma City [Council Priorities](#) and NCS Department Priorities as outlined below in order to be considered.

Due to ongoing commitments, critical nature of services, alignment with Council priorities, and/or recent competitive funding award, the following areas **ARE NOT** competing for funding in this RFP. Programs that are not expected to compete for funds have been notified.

- City Initiatives
- Interlocal Agreements
- Sheltering
- Aging & Disability Services

Request for Proposal  
Template Revised: 10/26/2023

Specification No. NC24-0136F

To learn more about the NCS Department goals and funding priorities, please review the **Systems and Strategy Division Issue Statement** in Appendix D. All proposals must align with one of the following Department Priorities.

Note: Addressing the outlined priority areas is one of many factors that will be considered in making funding decisions. Receiving priority consideration does not guarantee funding will be awarded.

### 3.1 Homelessness

#### 3.1.1 Sheltering (*Not competing for funds in this RFP*)

#### 3.1.2 Housing Services and Interventions

Goal: Increase access to permanent, stable housing in order to end the cycle of homelessness.

NCS will give priority consideration for applications that address one or more of the following:

- Address racial disparities through tailored service delivery
- Collaborative service delivery to holistically transition individuals experiencing homelessness to housing
- Provide a comprehensive range of supportive services that facilitates housing stability for the following populations at 60% Area Median Income (AMI):
  - Persons who are homeless or at-risk of being homeless, including families with children
  - Unaccompanied homeless youth or young adults
  - Persons with disabilities, including behavioral health disabilities
  - Veterans
  - Senior citizens
  - Domestic violence survivors

Services under this department priority may include but are not limited to:

- Resources for households facing housing crises
- Integration of culturally competent and trauma-informed practices into programs
- Expanded services aimed at enhancing life skills and maintaining adequate housing with an emphasis on addressing racial disparities through increased housing stability for marginalized communities

#### 3.1.3 Complementary Services

Goal: Provide individuals and families access to a continuum of tailored supports to prevent and end homelessness.

NCS will give priority consideration for applications that address one or more of the following:

- Address racial disparities through tailored service delivery

- Improve access and collaboration to resources and/or enhancements to Tacoma's systems and services

Services under this department priority may include but are not limited to:

- Navigation services that improve access for individuals to access shelter, housing, and/or healthcare services
- Legal services
- Workforce development programs
- Detox facilities and mental health, behavioral health, or substance-use treatment services

### 3.1.4 Encampment Response

Goal: Increase access to resources through outreach and address public health and safety concerns.

NCS will give priority consideration for applications that address one or more of the following:

- Address racial disparities through tailored service delivery
- Collaborative service delivery
- Trauma-informed, culturally competent service delivery
- Hours of services include weekends, evenings, and nontraditional working hours

Services under this department priority may include but are not limited to:

- Navigation services that improve access for individuals to access shelter, housing, and/or healthcare services
- Outreach to people who are living in inhabitable spaces
- Immediate support to individuals in encampments
- Long-term solutions that will support individuals towards shelter alternatives and/or directly into stable housing options

## 3.2 Violence Reduction and Prevention

### 3.2.1 Community Violence Reduction (*Not competing for funds in this RFP*)

### 3.2.2 Domestic Violence Reduction and Prevention

Goal: Increase best practices and data-informed strategies, that are culturally relevant, to reduce and prevent family and intimate partner violence.

NCS will give priority consideration for applications that address one or more of the following:

- Address racial disparities through tailored service delivery
- Provide services that reduce family and intimate partner violence
- Provide trauma-informed, healing-centered services to the whole family
- Provide best practices and/or data driven strategies in service delivery model



Services under this department priority may include but are not limited to:

- Services that increase access to resources, promote resiliency, and are culturally relevant
- Prevention and intervention services for the individual and family
- Licensed Mental and/or Behavioral Health Services, Certified Peer Counselor, or accreditation appropriate for the level of services being offered
- Support groups, classes, innovative practices that promote healing

### 3.2.3 Building Resilience Against Violence and Exploitation (BRAVE)

*(formerly Youth and Young Adult Violence Reduction and Youth Development)*

Goal: Reduce the likelihood at-risk youth will become involved in criminal activity and violent crime. Utilize prevention, intervention, suppression, and collaboration efforts to foster safe neighborhoods and encourage community leadership.

NCS will give priority consideration for applications that address one or more of the following:

- Address racial disparities through tailored service delivery.
- Demonstrate alignment with:
  - o One or more of the five core strategies of the [Comprehensive Gang Model](#) (community mobilization, opportunities provision, social intervention, suppression, and organizational change) and/or
  - o [Community-Based Violence Intervention and Prevention Initiative \(CVIPI\)](#) as an approach to reduce violence
- Focus on the Hilltop, Eastside, West of the Mall, and Hosmer communities, addressing the target age group of 30 years of age and younger
- Offer culturally responsive services for those under 30 years of age most effected by violence: Black, Indigenous, People of Color (BIPOC) young men, girls/women, justice-connected youth, Lesbian, Gay, Bisexual, Transgender, Queer, and more (LGBTQ+) youth
- Provide data-informed strategies in service delivery model (See [Issue Statement](#) for suggested resources)
- Demonstrate collaboration among community-based organizations
- Conduct street outreach, when applicable
- Demonstrate year-round program delivery, especially outside of school hours
- Provide individual service plans, goal setting and case management services

Services under this department priority may include but are not limited to:

- Positive youth development opportunities that include one or more of the following: family engagement, education supportive services, financial literacy, mentorship, social and emotional learning opportunities, economic empowerment

- Crisis intervention services (i.e., Licensed Mental/Behaviors Health and Substance Use Disorder services, or accreditation appropriate for service delivery, Peer Certified Counseling supports, small groups, innovative healing centered programs)
- Early intervention for Mental Health and Substance Use Disorder
- Navigation of basic need resources that remove barriers
- Innovative programs that promote protective factors and reduce risk factors
- Mental and behavioral health training

**3.3 Aging and Disability** *(Not competing for funds in this RFP)*

**3.4 Health and Health Care**

Goal: Improve health outcomes and equitable access to healthcare for all Tacoma residents.

NCS will give priority consideration for applications that address one or more of the following:

- Address racial disparities through tailored service delivery
- Increase equitable access to health care for historically marginalized populations (i.e., BIPOC, LGBTQ+) by utilizing collaborative/coordinated services and system navigation
- Active engagement in community outreach when applicable
- Services that increase access to resources, promote health outcomes, and are culturally relevant

Services under this department priority may include but are not limited to:

- Behavioral and/or mental health prevention, intervention, and treatment services
- Substance use disorder prevention, intervention, and treatment services
- Licensed Mental and/or Behavioral Health Services, Certified Peer Counselor, or accreditation appropriate for the level of services being offered
- Prenatal, maternal, and infant supports
- Transportation resources
- Navigation of supplemental resources for uninsured, underinsured, and undocumented individuals
- Mental and behavioral health training

**3.5 Equitable Food Access**

Goal: Increase access to nutritious meals and food options for all Tacoma residents.

NCS will give priority consideration for applications that address one or more of the following:

- Address racial disparities through tailored service delivery
- Promote equitable access across all socio-economic demographics
- Active engagement in community outreach

Services under this department priority may include but are not limited to:

- Delivery of nutritious and culturally relevant food
- Food education (i.e., food safety, nutrition, grocery budgeting and meal planning, etc.)
- Distribution of meals and essential products
- Mobile and stationary food banks and food pantries

#### **4. CONTRACT TERM**

The anticipated duration of the contract is up to a two-year period with the option to renew the contract for additional periods as applicable, with the City's mutual consent. 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(s) may be issued after City Council approval.

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

Publish and issue RFP:	<b>6/4/2024</b>
Pre-Proposal Meeting:	<b>6/5/2024</b>
Additional Pre-Proposal Meeting:	<b>6/20/2024</b>
Pre-Submittal Questions Due:	<b>6/18/2024</b>
Response to Questions:	<b>6/24/2024</b>
Submittal Due Date:	<b>7/2/2024</b>
Submittal(s) Evaluated:	<b>July/August 2024</b>
Interviews/Presentations, on or about:	<b>July 2024</b>
Award Recommendation:	<b>September 2024</b>
City Council Approval:	<b>November 2024</b>

#### **6. INQUIRIES**

**6.1** Questions should be submitted to Sara Bird via email: [sbird@cityoftacoma.org](mailto:sbird@cityoftacoma.org). Subject line to read:

NC24-0136F - 2025-2026 NCS Notice of Funding Availability – *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.

Request for Proposal  
Template Revised: 10/26/2023

Specification No. NC24-0136F

- 6.6 The City will not be responsible for unsuccessful submittal of questions.
- 6.7 Written answers to questions will be posted alongside the specification at [www.tacomapurchasing.org](http://www.tacomapurchasing.org)

**7. PRE-PROPOSAL MEETING(S)**

- 7.1 Two pre-proposal meetings will be held (via Zoom) on the dates specified in the Calendar of Events (Section 5). Respondents are not required to attend a pre-proposal meeting, but it is highly recommended to attend one of the meetings. Both meetings will include the same presentations. The meetings will be recorded and posted alongside the specification at [www.tacomapurchasing.org](http://www.tacomapurchasing.org). The Zoom meeting details are listed on pages 2 and 3.

**8. DISCLAIMER**

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

**9. EVALUATION CRITERIA**

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

<b>Criteria</b>	<b>Max Points</b>
Methodology and Approach	30
Cultural Competency/DEI	20
Reporting/Data Collecting Capabilities	10
Qualifications/Experience of Key Personnel (Capacity)	10
Proposed Budget	10
Past Program Performance/Letters of Recommendation	10
Equity in Contracting	5
Sustainability	5
<b>Total</b>	<b>100</b>

The SAC may conduct interviews of, or request presentations/demonstrations by, Respondents before final selection (see Section 11).

- 9.1 The SAC may select one or more Respondents to provide the services required.
- 9.2 The City reserves the right to visit facilities of selected Respondents for the purpose of contract negotiation and contract monitoring. The City reserves the right to inspect the

facilities or project sites of selected Respondents where work under this Contract will be performed.

- 9.3 The SAC may use references to clarify and verify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- 9.4 Respondents may be asked to provide their most recent audited financial statements demonstrating Respondent's financial ability to meet the requirements of any Contract that may result from this RFP.
- 9.5 An incomplete response or no response may result in a score of zero for that criterion.
- 9.6 A significant deficiency in any one criterion may be grounds for rejection of the submittal as a whole.
- 9.7 The final selection(s) will be the submittal(s) or Respondent(s) which, after review and potential on-site visits, interviews/presentations/demonstrations, reference checks, if requested, in the sole judgment of the City, best meets the requirements set forth in this RFP. The City may award to other than the highest-ranked submittal or Respondent in order to best fulfill the intent of the RFP.

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

Information in this section will need to be completed using one of the following methods:

- [Smartsheet](#) (preferred option)
- Word document in Appendix B

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

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

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

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

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

*The following seven questions are **optional** and will only be used by City staff for tracking and improving processes. Answers to these questions will not impact scoring or award recommendations.*

1. Is your organization led by a person/people representing the underrepresented populations below? (Select all that apply)
  - BIPOC (Black, Indigenous, People of Color)
  - Disabled
  - LGBTQ+
  - Low-Income
  - Veteran
  - Other: \_\_\_\_\_
  - Prefer not to answer
2. Does your organization primarily target/serve any of the underrepresented populations below? (Select all that apply)
  - BIPOC (Black, Indigenous, People of Color)
  - Disabled
  - LGBTQ+
  - Low-Income
  - Veteran
  - Other: \_\_\_\_\_
  - Prefer not to answer
3. Has your organization received City funding in the past?
  - Yes
  - No
  - I don't know
4. Has your organization received City funding for this program in the past?
  - Yes
  - No
  - I don't know
5. Has your organization received NCS funding in the past?
  - Yes
  - No
  - I don't know
6. Has your organization received NCS funding for this program in the past?
  - Yes
  - No
  - I don't know
7. How did you hear about this funding opportunity?
  - Direct email from City of Tacoma
  - Social media

- Newspaper
- City webpage
- Word-of-mouth
- Other: \_\_\_\_\_

The following four questions are **required** but will not impact scoring or award recommendations.

1. Under which City of Tacoma Council Priority does your program align? (select one)
  - Access to Facilities and Services
  - Belief and Trust
  - Community Safety
  - Housing and Homelessness
  - Human and Environmental Health
  - Livable Wage Jobs
2. Under which NCS Department Priority does your program align? (select one)
  - BRAVE (Building Resilience Against Violence and Exploitation)
  - Complementary Services
  - Domestic Violence Prevention and Reduction
  - Encampment Response
  - Equitable Food Access
  - Health and Health Care
  - Housing Services and Interventions
3. This request for proposals is to award funding for both General Fund and the Mental Health & Substance Use Disorder (MHSUD) Fund. If deemed appropriate and aligned with [RCW 82.14.460](#), would you accept MHSUD funds?
  - Yes
  - No
4. This request for proposals is to award funding for House Bill 1590 funds set aside for housing related services. If deemed appropriate and aligned with [RCW 82.14.530](#), would you accept House Bill 1590 funds?
  - Yes
  - No

Please refer to Section 3 of this RFP for NCS Department Priorities and a list of recommended program descriptions and strategies sought under this RFP.

### 10.1 Methodology and Approach – 30 points

- **Target population**
  - If **BRAVE is selected**, please include in your answer if your program services are intervention, prevention, or both.
- **Number of Tacoma residents served annually**
  1. Provide a detailed background and description of the services being offered and what key system partners, data-informed strategies, best practices, or innovative models are used to meet program goals.

- How does your program meet the goal outlined in Section 3 under the Department Priority you are applying under?

**10.2 Cultural Competency/DEI – 20 points**

- Explain how your program provides outreach to historically marginalized populations and meets the needs of Tacoma's diverse community.
- What does your organization and program staff do to increase their cultural competency and diversity, equity, and inclusion knowledge? Please include staff trainings, organizational practices, etc.

**10.3 Reporting/Data Collecting Capabilities – 10 points**

- How do you collect and report out data within your organization? (Agencies will be responsible for collecting and tracking client demographic data, keeping case files, and meeting performance outcome goals.)
- How does your program ensure data accuracy and completeness, and what quality control measures are in place to address any discrepancies or errors?

**10.4 Qualifications/ Experience of Key Personnel (Capacity) – 10 points**

- How long has your program been operating? (If this is a new program, describe your agency's ability to provide these services.)
- Detail the experience of key personnel committed to this program and your recruitment and retention approach. If providing mental health and/or substance use disorder services, include all current licenses and/or certifications held by personnel.

**10.5 Proposed Budget – 10 points**

*Please note that funding awarded is paid out via a cost reimbursement model. Reimbursement can take up to 45 days from the time of purchase to receive payment and only after an accurate and complete invoice has been approved.*

- Annual Agency/Organization Operational Budget:** \$ \_\_\_\_\_
- Annual Program Operating Budget:** \$ \_\_\_\_\_
- Two Year Requested Amount (Amount requested in this RFP):** \$ \_\_\_\_\_

- Please provide a budget of the requested amount for this program to include personnel and non-personnel items.

Projected Budget	2025	2026	Total Biennium
Personnel			
Non-personnel			
Total			

- In the event full funding is not available, please identify the budget amount if reduced at 75%, 50%, and 25% of your requested amount on this RFP. Please also include the number of people served at each percentage.



Projected budget at 100%	Tacoma Clients Served at 100%	Projected Budget at 75%	Tacoma Clients Served at 75%	Projected Budget at 50%	Tacoma Clients Served at 50%	Projected Budget at 25%	Tacoma Clients Served at 25%

3. In the event full funding is not available, is there a minimum amount that you would be willing to accept?

**10.6 Past Program Performance – 10 points**

1. Was your program funded in the 2023-2024 biennium by Neighborhood and Community Services? *(If yes, your recent past performance will be reviewed and scored by NCS staff.)*
  - Yes
  - No
2. If your program was not funded in the 2023-2024 biennium by Neighborhood and Community Services, please attach two letters of recommendation to verify your program’s ability to perform this type of work. Letters must be from organizations that have worked with your program in the last two years.

**10.7 Equity in Contracting – 5 points**

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories? Confirmation of any of the below certifications will result in all points for this category.

- Combination Business Enterprise (CBE)
- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Minority/Women Business Enterprise (MWBE)
- Small Business Enterprise (SBE)
- Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- Women Business Enterprise (WBE)

### **10.8 Sustainability – 5 points**

The Tacoma City Council passed [Resolution No. 40509](#) in December 2019, declaring a climate emergency in Tacoma and calling for a transformative climate action plan to reduce community greenhouse gas (GHG) emissions and adapt to climate impacts we can no longer avoid.

[EnviroStars](#) is Washington’s green business resource for accessing environmental assistance and gain recognition for being green. Please consider becoming a recognized green business and support the [City’s Climate Action Plan](#). The Climate Action Plan 2023 [Progress Report](#) is available for your review.

By selecting “yes” below, you acknowledge you have reviewed this information and will receive all points for this category.

Yes

No

### **11. INTERVIEWS / ORAL PRESENTATIONS**

An invitation to interview and/or provide additional clarifying information 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 City reserves all rights to begin contract negotiations without conducting interviews.

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

### **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.

### **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(s)

#### **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 (if awarded federal funding).**

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

#### **15. STANDARD TERMS AND CONDITIONS**

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

#### **16. INSURANCE REQUIREMENTS**

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

#### **17. PARTNERSHIPS**

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

#### **18. COMMITMENT OF FIRM KEY PERSONNEL**

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

## 19. AWARD

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

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

## 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 the specification at [www.tacomapurchasing.org](http://www.tacomapurchasing.org). Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

## **23. LEAP REQUIREMENTS**

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

## **24. EQUITY IN CONTRACTING**

This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's [Equity in Contracting Program website](#).

**APPENDIX A**  
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. NC24-0136F  
NCS NOTICE OF FUNDING AVAILABILITY**

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

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

**Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
Authorized Signatory E-Mail Address

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

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

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

\_\_\_\_\_  
E-Mail Address for Communications

Addendum acknowledgement #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

## **APPENDIX B**

Attached Word Version of Application\* (Section 10 Content to be Submitted)

*\*The attached document can be used to submit responses to questions in Section 10 if Respondent chooses not to use Smartsheet option (preferred method). Click on the paperclip on the left side of the PDF to open the attachment list.*



## **APPENDIX C**

### Neighborhood & Community Services Funding Guidelines



## Neighborhood and Community Services Funding Guidelines Amended May 2024

Neighborhood and Community Services (NCS) follows the [City of Tacoma's Purchasing Policy, Version 2.1](#), and additional guidelines that are shown below.

### **General Funding Guidelines**

1. The City's funding is intended for the benefit of Tacoma residents.
2. The City values the process of prioritizing funding through a competitive process and seeks to do so when appropriate.
3. For currently funded programs, the City may use past performance metrics (which may include items such as invoicing, reporting, output/performance measure performance, contract monitoring results, and/or spending) to determine future funding allocations. Providers are expected to perform services as agreed in the contract. (The method for evaluating programs not currently funded will be determined by NCS staff when planning each funding process and may include letters of recommendation, reference checks, etc.)
4. There is no guarantee of continued City funding for programs that have received awards in the past.
5. NCS may fund 100% of a program's budget but will not fund 100% of an agency's budget.
6. Funding recommendations may be subject to City Council authorization.
7. The City may elect to directly negotiate with agencies to meet the needs of the community in alignment with Tacoma City Council Priorities and the department goals.
8. Contracts that are extended over multiple funding cycles will be subject to review of performance, alignment with priorities, and contract compliance, and may be subject to change.
9. The City will pay the contractor for the actual work and services performed under the Contract between the contract term period not to exceed the total compensation set forth in the contract. Services paid for by the City cannot start before effective date and must end at the end of the contract term.

### **Competitive Funding Guidelines**

10. The minimum competitive funding allocation is generally \$15,000 a year unless there are specific circumstances where awarding less than \$15,000 a year is deemed beneficial for the City and program.

11. The Human Services Commission (HSC) generally reviews applications and makes funding recommendations, although different review panels may be used when necessary or beneficial.
12. Funding allocations are primarily based on application score. However, lower scoring programs may be prioritized over higher scoring programs as determined by City identified priorities and critical service needs.
13. Contract awards must be approved by the City Manager or delegee. The Board of Contracts and Awards (C&A Board) reviews requests to award or amend contracts over \$500,000 and recommends award or rejection to City Council. Contracts under \$500,000 are not reviewed by the C&A Board but do have a Legal review.
14. It is recommended that direct Administration costs should not exceed 10% of the total budget. (This does not include indirect costs, which are covered in the next section.) Administration expenses are expenses an organization incurs that are directly tied to a specific core function of services. Administration expenses may include salaries of senior management and the costs associated with general services or supplies, for example, legal, accounting, clerical work, and information technology.
15. It is recommended that indirect costs should not exceed 10% of the total direct costs for contracts funded by non-federal sources. *For federal funding, indirect costs must align with [federal guidelines](#).* An indirect cost rate is established based on either a federally approved indirect cost rate proposal and supporting documentation submitted by organizations or a de minimis 10% rate. Indirect costs are those costs which are not readily identifiable with a particular cost objective (e.g., direct organizational activity or project), but nevertheless are necessary for the general operation of an organization. Examples of indirect costs include the salary and related expenses of individuals working in accounting, personnel, purchasing functions, rent, depreciation and utilities (as long as expenses are not already directly charged to the program).

### **Sealed Solicitation Overview**

16. Solicitations will be coordinated by Purchasing department staff and posted on the [Purchasing website](#). Solicitation announcements will be e-mailed to vendors identified by both NCS and Purchasing. Applications will be submitted according to the instructions on the solicitation.
17. Appeals to a Request for Proposal (RFP) or a Request for Qualification (RFQ) are limited to consideration of alleged defects relating to solicitation and/or evaluation processes. No appeal will be accepted when based solely on a challenge to the City's exercise of discretion or judgment in selection of finalist(s) or in making a contract award recommendation. If an appropriate protest is received by the deadline in the solicitation, Purchasing will contact the protestor to schedule a meeting to be held in person, by telephone, or electronically.

### **Special Revenue Sources Requirements and Restrictions**

#### **Mental Health Substance Use Disorder Eligibility**

17. Funding received under the .1% Mental Health Substance Use Disorder (MHSUD) revenue must provide services according to [RCW 82.14.460](#), which states: "Moneys collected under this section must be used solely for the purposes of providing for the

operation or delivery of chemical dependency or mental health treatment programs and services and for the operation or delivery of therapeutic court programs and services. Moneys collected by cities under this section may also be used for modifications to existing facilities to address health and safety needs necessary for the provision, operation, or delivery of chemical dependency or mental health treatment programs or services otherwise funded with moneys collected in this section. For the purposes of this section, "programs and services includes, but is not limited to, treatment services, case management, and housing that are components of a coordinated chemical dependency or mental health treatment program or service." Furthermore, "All moneys collected under this section must be used solely for the purpose of providing new or expanded programs and services."

## **APPENDIX D**

### Systems and Strategy Issue Statement



## Issue Statement: Systems and Strategy Division

### PURPOSE

This issue statement will act as a guiding document for Neighborhood and Community Services (NCS) funding recommendations for the 2025-2026 biennium. NCS recognizes that needs have shifted in recent years, and in response have reviewed current data and feedback from Tacoma residents and community members to align our programming to reduce barriers impacted by marginalized communities while remaining equitable in our funding practices. NCS is committed to addressing the needs of the community outlined in this document. Due to the critical nature of some services, and limited provider pool, not all priority areas will be competing for funding.

### NCS MISSION STATEMENT

Neighborhood and Community Services (NCS) fosters safe, clean, and healthy households and neighborhoods by partnering with the community to increase equity, improve access to resources, and uphold compliance standards that contribute towards cultivating a sense of belonging and a thriving Tacoma.

### NCS SYSTEM AND STRATEGY DIVISION OVERSIGHT

**Homelessness** refers to the state of individuals or families lacking a stable, safe, and adequate place to live. This often entails not having a permanent residence and may involve living on the streets, shelters, or temporary accommodations. Individuals and families experiencing homelessness often lack resources and support networks to obtain permanent housing.

**Community Wellness** is defined as the overall physical, mental, social, and economic health of the Tacoma community. It is characterized by the availability of resources, quality of life, and the presence of equitable opportunities that foster an environment of growth and resilience. This includes, but is not limited to, access to quality healthcare, access to education, public safety, and healthy natural and built environments.

### FUNDING PRIORITIES

The City will prioritize investments that address the following areas and solutions to:

- Increase residents' perception of safety.
- Increase access to mental health and substance use disorder services.
- Improve equitable services for youth, seniors, and vulnerable populations.
- Increase accessibility to health care services.
- Increase equitable access to nutritious and culturally relevant food.
- Prevention and early intervention to reduce violence.
- Enhance coordinated services for at-risk individuals leaving hospitals, jails, juvenile detention facilities, or crisis facilities to ensure access to resources, permanent supportive housing, and promote financial empowerment.
- Enhance homeless outreach efforts, permanent supportive housing programs, rapid rehousing initiatives, and supportive services tailored to prevent and end homelessness.

NCS will continue to fund, but will **not** be competing the following areas:

- City Initiatives,
- Interlocal Agreements,

- Sheltering, and
- Senior Programming.

## DEPARTMENT PRIORITY AREAS

### Homelessness

Homelessness strategies, systems, and services addresses the following [City Council priorities](#): Community Safety, Housing and Homelessness, Access to Facilities and Services, and Human and Environmental Health.

- Of the 2,148 individuals counted during [Pierce County’s 2023 Point in Time Count](#) (PIT), the top three reported causes for homelessness were: family crisis, no affordable housing, and eviction and mortgage foreclosure. Additionally, 41% of individuals identified as Black, Indigenous, or People of Color (BIPOC), highlighting the racial disparities in how homelessness affects our communities. (Pierce County Human Services, 2023)

#### *Sheltering (Will not compete for funding)*

**Goal: Sustain shelter capacity through a diversity of shelter models.** Funding will support shelter programs that are tailored to meet the identified needs of individuals or families experiencing homelessness. These programs will provide basic and enhanced supports, such as hygiene services, meals, laundry, and case management, with a focus on trauma-informed care and person-centered practice.

Shelter programs and models may vary in approach to meet specific or emergent needs such as the population(s) served, intake/screening processes, and length of stay requirements. However, programming should align with several key priorities as outlined in the [City of Tacoma’s Homelessness Strategy](#). Shelter programs will be easily accessible and provide Tacoma residents a safe and dignified experience. Additionally, efforts should focus on reducing barriers to shelter for all individuals experiencing homelessness and prioritize access to behavioral health and case management services. Funding may also be used to address the housing stability needs of sheltered individuals and families through resources such as Temporary Financial Assistance.

#### **Complementary Services**

**Goal: Provide individuals and families access to a continuum of tailored supports to prevent and end homelessness.** Funding for these programs will provide essential enhancements to Tacoma’s homeless service system, targeting priority areas, addressing racial disparities through tailored service delivery, and improving access to resources. This funding will enable the expansion of legal services and workforce development programs, increase access to detox facilities and mental health services, and address racial disparities in behavioral health treatment. Additionally, it will support shelter staff training, assist individuals exiting therapeutic mental health court, and expand access to other systems and resources with navigation services.

#### **Housing Services and Interventions**

**Goal: Increase access to permanent, stable housing in order to end the cycle of homelessness.** A comprehensive range of supportive services and will transition individuals experiencing homelessness to appropriate housing, in addition to ensuring the housing stability of those already housed in our community. These services include resources for households facing housing crises, integration of culturally competent and trauma-informed practices into programs, and expanded services aimed at enhancing life skills and maintaining adequate housing with an emphasis on addressing racial disparities through increased housing stability for marginalized communities.

#### **Encampment Response**

**Goal: Increase access to resources through outreach and address public health and safety concerns.**

Funding from these programs will bolster homeless outreach and navigations services, making vital connections for individuals experiencing unsheltered homelessness to essential community resources. Programming will be trauma-informed, culturally competent, and will include a focus on marginalized groups who are disproportionately affected by homelessness. These efforts will not only provide immediate support for individuals in encampments but also contribute to long-term solutions by guiding individuals towards shelter alternatives and stable housing options.

**Violence Reduction and Prevention**

Violence Reduction and Prevention programming addresses the following Council priorities: Community Safety, Access to Facilities and Services, Human and Environmental Health, and Belief and Trust.

**Community Violence Reduction and Prevention**

**Goal: Increase best practices and data-informed strategies, that are culturally relevant, to reduce and prevent community violence.**

- [Tacoma Police Department data](#) reports that homicides involving a firearm were the leading cause of homicides in Tacoma in 2023. (Tacoma Police Department, 2023)
- [Crime rates](#) increased in 2022 from 2021 in murder, robbery, aggravated assault, and motor vehicle theft. (Michael R. Smith, Rob Tillyer, & Brandon Tregle, 2022)

Funding to reduce community violence will be prioritized to provide community trauma response after incidents to offer social-emotional support at the community level. This may include onsite supports, after care for families and communities, and access to resources. Additionally, funding may be used to build community resiliency, healing, and a sense of belonging to intervene and prevent violence before it occurs.

**Domestic Violence Reduction and Prevention**

**Goal: Increase best practices and data-informed strategies, that are culturally relevant, to reduce and prevent family and intimate partner violence.**

Funding to reduce violence within the family domain will provide supportive services that reduce the risk of family and intimate partner violence, promote resiliency, and disrupt the cycle of violence. Programs will address prevention and intervention services, be healing centered and/or trauma-informed, and be culturally relevant to meet the needs of those served.

**Building Resilience Against Violence and Exploitation (BRAVE)**

*(Formerly, Youth and Young Adult Violence Reduction and Youth Development)*

**Goal: Reduce the likelihood at-risk youth will become involved in criminal activity and violent crime. Utilize prevention, intervention, suppression, and collaboration efforts to foster safe neighborhoods and encourage community leadership.**

- The [Youth & Young Adult Violence assessment](#) indicates people under the age of 30 die from assault in the City of Tacoma at a rate of 6.1 per 100,000. This is higher than the overall Pierce County rate of 4.8 per 100,000. It accounts for 11% of all deaths from injury (including accidents and self-inflicted injuries). More than half of assault deaths being in the Black population. (Public Health Centers for Excellence, 2022)
- Tacoma Police Department reports people under the age of 30 accounted for 39.4% of Tacoma homicides in 2023, up from 26.2% in 2022. (Tacoma Police Department Crime Analysis Unit, 2024)



Programs funded under this focus area will align with the five core strategies of the [Comprehensive Gang Model](#) to reduce and prevent youth and young adult violence and sexual exploitation. Funding will be prioritized to support data-informed strategies for firearm violence reduction, interventions and outreach for highest-risk youth, prevention strategies, place-based interventions, mental health resources, and trauma-informed practices that promote healing, conflict resolution and de-escalation, and out-of-school programming. Services provided will address racial disparities in those most at risk of becoming a victim or perpetrator of violence. Funding may support coordinated efforts for a multidisciplinary approach amongst the provider community to meet needs and reduce gaps in service.

### **Health and Health Care**

Health and Health Care programming addresses the following Council priorities: Community Safety, Access to Facilities and Services, and Human and Environmental Health.

- [Tacoma-Pierce County Health Department](#) (TPCHD) reported that 11.6% of people 18 years and over had an unmet healthcare need because of cost, which is higher than the statewide percentage. (Tacoma-Pierce County Health Department, 2022)
- Among Pierce County residents, [TPCHD](#) also reports that kids under 19 and older adults (75+) were more likely to be uninsured. (Tacoma-Pierce County Health Department, 2022)

**Goal: Improve health outcomes and equitable access to healthcare for all Tacoma residents.** Programs funded under this priority will enhance accessible, equitable, and comprehensive services promoting physical, mental, and social emotional well-being for all. This may include investment in behavioral health, substance use disorder prevention and treatment, social and emotional supports, prenatal and maternal supports, transportation resources, as well as navigation of supplemental resources for uninsured/underinsured individuals, and other state and federal benefit programs.

### **Equitable Food Access**

Equitable Food Access programming addresses the following Council priorities: Access to Facilities and Services, and Human and Environmental Health.

- According to the [United States Department of Agriculture \(USDA\)](#) in 2022, more than 7 million households were food insecure despite receiving federal food and nutrition benefits through the Supplemental Nutrition Assistance Program (SNAP). (U.S. Department of Agriculture, 2023)
- In the [2022 Community Survey](#), it was identified that 30% of Tacoma residents reported general dissatisfaction for access to affordable food. This is an increase of 12% since 2020. (City of Tacoma, 2022)
- The [USDA](#) predicts that all food prices will increase by 2.9% in 2024 alone. (U.S. Department of Agriculture, 2024)

**Goal: Increase access to nutritious meals and food options for all Tacoma residents.** Programming under this priority addresses the disparities in accessing nutritious, and culturally relevant food, while also promoting equitable opportunities for food access across all socio-economic demographics. This may include but is not limited to the investment of delivery of nutritious food, food education, distribution of meals, mobile and stationary food banks, and food pantries.

### **Ageing and Disability** *(Will not compete for funding)*

Ageing and Disability programming addresses the following Council priorities: Community Safety, Access to Facilities and Services, and Human and Environmental Health.

- Due to the aging “boomer” generation, and reduced financial security, an increase in older adults living in poverty is expected through 2031. According to the [Equity Index Map](#), residents aged 65 and older make up 23% of Tacoma’s population. (City of Tacoma, 2024)
- According to a [Cognitive function study](#), published in the journal for Frontiers in Aging Neuroscience found that older adults reporting social isolation or loneliness demonstrate poorer health and cognitive function limiting their ability to live independently. (Cardona & Andres, 2023)
- According to the Social Security Administration, new disability applicants faced a record-high wait time of 225 days, the longest in 14 years, impacting their ability to meet their basic needs. (USAFacts, 2023) According to the [Equity Index Map](#), Individuals with disabilities make up 14% of Tacoma’s total population. (City of Tacoma, 2024)

**Goal: Increase the ability for independent living and a healthy lifestyle for seniors over the age of 60 and/or disabled Tacoma residents.** Programming in this priority area seeks to holistically support this population by promoting a healthy lifestyle and independent living, while offering options for positive and meaningful community involvement. Funding may include but is not limited to, aiding senior and/or disabled residents in the navigation and application of services, transportation resources, support financial security and empowerment, and foster community connections by offering programs that are culturally relevant and prioritize the emotional and social well-being of seniors and disabled individuals, ensuring they remain engaged and supported.

## **DEFINITIONS**

*At-risk:* an individual who faces conditions or circumstances that increase their chances of negative outcomes.

*Case management:* a collaborative process that assesses, plans, implements, coordinates, monitors, and evaluates the options and services required to meet the health and human services needs of those served.

*Equitable Opportunities:* The principle that all individuals should have fair and impartial access to opportunities, resources, and benefits, regardless of their gender, race, or any other factors that could potentially impede their ability to access these opportunities.

*People-centered:* Placing the needs, desires, and experiences of individuals at the core of decision-making within a system.

*Permanent Supportive Housing:* An intervention that combines affordable housing assistance with voluntary support services to address the needs of chronically homeless people. The services are designed to build independent living and tenancy skills and connect people with community-based health care, treatment and employment services.

*Rapid Rehousing:* Short-term rental assistance and services. The goals are to help people obtain housing quickly, increase self-sufficiency, and stay housed. It is offered without preconditions (such as employment, income, absence of criminal record, or sobriety) and the resources and services provided are typically tailored to the needs of the person.

*Supportive Services:* A variety of tailored resources and assistance provided to individuals or groups to address their specific needs and enhance overall well-being.

*System:* Body of work dedicated to pursuing a common objective.

*Trauma-informed:* Service delivery approach focused on an understanding of and responsiveness to the impact of trauma.

*Vulnerable populations:* Individuals who are at greater risk of poor physical and social health status. They are considered vulnerable because of disparities in physical, economic, and social health status when compared with the dominant population.

## **REPORTS/ASSESSMENTS AND DOCUMENTS REVIEWED**

- [2022 Community Survey](#)
- [At Home in Tacoma](#)
- [City of Tacoma Homelessness Strategy \(2022-2028\)](#)
- [Community Safety Action Strategy](#)
- [Council Priorities](#)
- [Equity Index Map](#), Accessed 1/31/2024.
- [Imagine Justice- Peace Point Report](#)
- [NCS Racial Equity Action Plan](#)
- [Pierce County Point in Time Count \(2023\)](#)
- [Resolution 40622](#)
- [Strategic Alliance to End Family Violence](#)
- [Tacoma Police Department Violent Crime Reduction Plan](#)
- [Youth & Young Adult Violence Assessment](#)
- [Tacoma Mental Health Substance Use Disorder Funding Assessment](#)

## **WORKS CITED**

- Public Health Centers for Excellence. (2022). *Youth & Young Adult Violence Assessment, City of Tacoma*. Tacoma-Pierce County Health Department.
- Cardona, M., & Andres, P. (2023). Are Social Isolation and Loneliness Associated with Cognitive Decline in Ageing? *Frontiers in Aging Neuroscience*, 15.
- City of Tacoma. (2022). *Tacoma Community Survey 2022*. Tacoma: City of Tacoma.
- City of Tacoma. (2024, January 31). *Tacoma Equity Map*. Retrieved January 31, 2024, from Tacomaequitymap.caimaps.info:  
<https://tacomaequitymap.caimaps.info/CAILive/?location=Tacoma&layer=EquityLayer&tab=demo&searchType=city&area=EquityCalcTacoma>
- Michael R. Smith, J. P., Rob Tillyer, P., & Brandon Tregle, J. P. (2022). *Tacoma Police Department Violent Crime Reduction Plan, 2022-25*.
- Pierce County Human Services. (2023). *2023 Point-in-Time-Count*.
- Shankar, A. P., Hamer, M. P., McMunn, A. P., & Steptoe, A. D. (2013). Social Isolation and Loneliness Relationships With Cognitive Function During 4 Years of Follow-up in the English Longitudinal Study of Ageing. *Psychosomatic Medicine, Journal of Behavioral Medicine*, 75-77.

Tacoma Police Department. (2023). *Tacoma Police Crime Dashboard*.

Tacoma Police Department Crime Analysis Unit. (2024). *Email: Youth Violence in 2023*.

Tacoma-Pierce County Health Department. (2022). *Access to Healthcare Service*. Retrieved from [tpchd.org](https://tpchd.org/healthy-places/public-health-data/data/access-to-healthcare-services/):  
<https://tpchd.org/healthy-places/public-health-data/data/access-to-healthcare-services/>

U.S. Department of Agriculture. (2023, October 25). *Food Security in the US*. Retrieved from [www.ers.usda.gov](http://www.ers.usda.gov):  
<https://www.ers.usda.gov/topics/food-nutrition-assistance/food-security-in-the-u-s/interactive-charts-and-highlights/#trends>

U.S. Department of Agriculture. (2024, February 23). *Summary Findings Food Price Outlook, 2024*. Retrieved from [www.ers.usda.gov](http://www.ers.usda.gov): <https://www.ers.usda.gov/data-products/food-price-outlook/summary-findings/>

USAfacts. (2023, December 12). *Wait Times for Social Security Disability Benefit Decisions Reach New High*. Retrieved from [usafacts.org](http://usafacts.org): <https://usafacts.org/data-projects/disability-benefit-wait-time>

**APPENDIX E**

Sample Contract

City of Tacoma Insurance Requirements

## SERVICES CONTRACT

Click here for the [Contract Questionnaire Popup Quick Reference](#)

Start Questionnaire

Finalize Document

THIS CONTRACT, made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (EFFECTIVE DATE) by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **[INSERT legal name of Supplier exactly as it appears in Ariba]**, (hereinafter referred to as "CONTRACTOR");

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

### 1. Scope of Services/Work

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

### 2. Order of Precedence

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

### 3. Changes to Scope of Work

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

### 4. On Call Contracts

If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

### 5. Term

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

## **6. Renewals**

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

## **7. Delay**

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

## **8. Compensation**

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

## **9. Not to Exceed Amount**

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR'S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor's fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

In the event the CONTRACTOR incurs cost in excess of the sum authorized for service under this Contract, the CONTRACTOR shall pay such excess from its own funds, and the CITY shall not be required to pay any part of such excess, and the CONTRACTOR shall have no claim against the CITY on account thereof.

## **10. Payment**

CONTRACTOR shall submit XXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

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

### **11. Payment Method**

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

### **12. Independent Contractor Status**

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

### **13. Services Warranty**

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

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs



within one year from \_\_\_\_\_ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

#### **14. Reliance on CITY Provided Data or Information**

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

#### **15. Contract Administration**

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

#### **16. Specific Personnel**

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

#### **17. Right to Audit**

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection

audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

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

**18. Records Retention**

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

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

**19. Notices**

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

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

**20. Termination**

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

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

## **21. Suspension**

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

## **22. Taxes**

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

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

## **23. Licenses and Permits**

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

## **24. Indemnification**

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

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

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

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

## **25. Title 51 Waiver**

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

## **26. Insurance**

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

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

## **27. Nondiscrimination**

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

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

## **28. Conflict of Interest**

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

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

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

## **30. Public Disclosure**

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

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

### **31. Confidential or Proprietary Records Must be Marked**

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

### **32. Duty of Confidentiality**

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

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

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

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

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

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

### **33. Approval for Release of Information Related to Contract**

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

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

### **34. Dispute Resolution**

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

### **35. Miscellaneous Provisions**

#### **Governing Law and Venue**

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

#### **Assignment**

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

#### **No Third Party Beneficiaries**

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

### **Waiver**

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

### **Severability and Survival**

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

### **Entire Agreement**

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

### **Modification**

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

### **Direct Solicitation and Negotiation**

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



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

CITY OF TACOMA:  
By: \_\_\_\_\_

CONTRACTOR:  
By: \_\_\_\_\_

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

---

Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

---

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

## 1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

---

expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

## 2. SUBCONTRACTORS



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

---

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

### 3. REQUIRED INSURANCE AND LIMITS

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

#### 3.1 Commercial General Liability Insurance

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

#### 3.2 Workers' Compensation

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

#### 3.3 Employers' Liability Insurance

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

#### 3.4 Professional Liability Insurance or Errors and Omissions

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

#### 3.5 Other Insurance

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



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

---

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

## 1. GENERAL REQUIREMENTS

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

- 1.1. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by the City of Tacoma.
- 1.2. Contractor shall keep in force during the entire term of the Contract, at no expense to the City of Tacoma, the insurance coverage and limits of liability listed below and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.3. Liability insurance policies, except for Professional Liability and Workers' Compensation, shall:
  - 1.3.1. Name the City of Tacoma and its officers, elected officials, employees, and agents as **additional insured**
  - 1.3.2. Be considered primary and non-contributory for all claims with any insurance or self-insurance or limits of liability maintained by the City of Tacoma
  - 1.3.3. Contain a "Waiver of Subrogation" clause in favor of City of Tacoma
  - 1.3.4. Include a "Separation of Insureds" clause that applies coverage separately to each insured and additional insured
  - 1.3.5. Name the "City of Tacoma" on certificates of insurance and endorsements and not a specific person or department
  - 1.3.6. Be for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20 37 04 13 or the equivalent
  - 1.3.7. Be satisfied by a single primary limit or by a combination of a primary policy and a separate excess umbrella
- 1.4. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements below. Verification of coverage shall include:
  - 1.4.1. An ACORD certificate or equivalent
  - 1.4.2. Copies of requested endorsements
- 1.5. Contractor shall provide to City of Tacoma Procurement & Payable Division, prior to the execution of the Contract, Certificate(s) of Insurance and endorsements from the insurer certifying the coverage of all insurance required herein. Contract or Permit number and the City of Tacoma Department must be shown on the Certificate of Insurance.
- 1.6. A renewal Certificate of Insurance shall be provided electronically prior to coverage



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

---

expiration via email sent annually to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).

- 1.7. Contractor shall send a notice of cancellation or non-renewal of this required insurance within Thirty (30) calendar days to [coi@cityoftacoma.org](mailto:coi@cityoftacoma.org).
- 1.8. "Claims-Made" coverages, except for pollution coverage, shall be maintained for a minimum of three years following the expiration or earlier termination of the Contract. Pollution coverage shall be maintained for six years following the expiration of the Contract. The retroactive date shall be prior to or coincident with the effective date of the Contract.
- 1.9. Each insurance policy must be written by companies licensed or authorized (or issued as surplus line by Washington surplus line broker) in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best key rating guide.
- 1.10. Contractor shall not allow any insurance to be cancelled, voided, suspended, or reduced in coverage/limits, or lapse during any term of this Contract. Otherwise, it shall constitute a material breach of the Contract.
- 1.11. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.12. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services changes.
- 1.13. All costs for insurance are included in the initial Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.14. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.15. Failure by City of Tacoma to identify a deficiency in the insurance documentation or to verify coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.
- 1.16. If Contractor is a government agency or self-insured for any of the above insurance requirements, Contractor shall be liable for any self-insured retention or deductible portion of any claim for which insurance is required. A certification of self-insurance shall be attached and incorporated by reference and shall constitute compliance with this Section.

## 2. SUBCONTRACTORS



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

---

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

### 3. REQUIRED INSURANCE AND LIMITS

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

#### 3.1 Commercial General Liability Insurance

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

#### 3.2 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 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.

#### 3.4 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.

#### 3.5 Professional Liability Insurance or Errors and Omissions

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

#### 3.6 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.