



City of Tacoma, WA

**COMMUNITY & ECONOMIC DEVELOPMENT DEPARTMENT
REQUEST FOR PROPOSAL
TACOMA TRAINING & EMPLOYMENT PROGRAM (TTEP)
SPECIFICATION NO. ED24-0092F**



**City of Tacoma
Community & Economic Development Department**

**REQUEST FOR PROPOSALS ED24-0092F
Tacoma Training & Employment Program (TTEP)**

Submission Deadline: 11:00 a.m., Pacific Time, Tuesday, April 30, 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, 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 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.

Submission Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend [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.

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

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

Pre-Proposal Meeting: A pre-proposal meeting will be held online via zoom on April 22, 2024

Project Scope: The City of Tacoma is seeking organizations to provide training and education opportunities in the (1) Construction Trades, (2) Transportation, Warehouse & Logistics, (3) Technology/Information Technology/Cybersecurity, and (4) Water Systems Management, Wastewater Treatment, and/or Green Stormwater Infrastructure

Estimate: \$350,000

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Ryan Foster by email to rfoster1@cityoftacoma.org

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



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

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SUBMITTAL CHECK LIST

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

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

The following items make up your submittal package:	
One electronic copy sent by email in pdf format. Maximum file size: 35 MB. Multiple emails may be sent for each submittal.	
Signature Page (Appendix A)	
Information in Section 11 (Content to be Submitted)	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

1. BACKGROUND

The City of Tacoma is seeking organizations to provide training and education opportunities in the **(1) Construction Trades, (2) Transportation, Warehouse & Logistics, (3) Technology/Information Technology/Cybersecurity, and (4) Water Systems Management, Wastewater Treatment, and/or Green Stormwater Infrastructure** in Tacoma/Pierce County for City of Tacoma and residents of the Economically Distressed Areas of the Tacoma Public Utilities (TPU) Service Area, creating opportunities for workers to acquire the skills, experience, and education they need to secure increasingly complex and better compensated jobs and careers. The program will have a particular focus on disengaged youth, justice impacted individuals, immigrants and refugees, veterans, women and BIPOC communities.

Programs represented within the Tacoma Training and Employment Program are intended to create more effective job training opportunities for City of Tacoma and residents of the Economically Distressed Areas of the Tacoma Public Utilities Service Area, preparing program participants to enter careers immediately upon completion of respective programs.

CEDD is seeking innovative, evidence-based, culturally responsive, and DEI (diversity, equity, and inclusion)-informed approaches to meeting the needs of the aforementioned residents.

CEDD recognizes the impact of structural and systemic inequities on historically marginalized youth and young adults, families and communities. As a result, we are seeking high-quality programs that implant equitable access and inclusive engagement within program delivery.

The City of Tacoma's growing investments in infrastructure projects, as well as other capital developments will rely on the availability of a skilled workforce. The City is seeking to work with organizations to provide workforce development services which include (1) recruitment and enrollment assessment, (2) employment readiness training, (3) case management and retention to address barrier reduction that supports program completion, (4) access to support/wrap around services that include math and reading classes to achieve 9th grade level prior to graduation, and (5) job placement assistance in support of future workforce needs.

Ideal respondents will demonstrate previous success with and a plan for training individuals who belong to the following communities: communities of color; individuals impacted by poverty; veterans and military spouses; and additional populations facing systemic barriers to employment.

The City has budgeted \$350,000.00 for the Tacoma Training and Employment Program.

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

2. PURPOSE

The purpose of the Tacoma Training and Employment Program ("TTEP") is to:

1. Provide for the development of a trained and capable workforce by providing training and education opportunities to residents of the City of Tacoma and residents of the Economically Distressed Areas of the Tacoma Public Utilities Service Area.
 - a. Such workforce shall allow the City to draw upon a pool of qualified workers, enabling the City to efficiently and effectively meet its obligations. In addition, such work-force shall provide employment opportunities thereby facilitating the expansion of the local economy.
2. Increase access to people who reside in the City of Tacoma and economically distressed areas of Tacoma, and in the Tacoma Public Utilities Service Area to employment that directly combats poverty and unemployment by providing training, resources and employment opportunities to citizens. Ultimately, it maximizes local economic development, and promotes equity and economic inclusion through partner coordination and comprehensive workforce development strategies.
3. The program's efforts will also reflect the desire of the City of Tacoma to support a local workforce that represents the diverse population of city residents.

3. MINIMUM REQUIREMENTS

Respondents must demonstrate the following:

- Ability to evidence experience in career or workforce development program delivery and program management.
- Experience managing cohort program models and peer counseling approaches.
- Experience mentoring, teaching, or supervising others to ensure the desired outcome.
- Experience with case management models, client and project management, and outcome reporting systems.
- Experience tracking and effectively communicating project updates and data trends to diverse stakeholders verbally and in writing.
- Experience with providing evidence-based, culturally responsive, and DEAI (Diversity, Equity, Access, Inclusion) informed approaches in delivering employment readiness trainings, (proven success in a similar program is desirable, but the City will consider all proposals)
- Experience and demonstrated competency working in diverse communities including but not limited to the BIPOC community, girls/young women, LGBTQIA+ young adults, and the English Second Language community.
- Experience in collaborating with multiple agencies

Agency and/or fiscal agent must have the following:

- Washington State and City of Tacoma business license
- In business a minimum of five years

Organizations eligible to submit proposals may fall within any of the following categories:

- a. Governmental agencies
- b. Community-based organizations
- c. Pre-apprenticeship and apprenticeship programs
- d. Job readiness programs
- e. Tribes or tribal organizations
- f. Private non-profit organizations
- g. Private for-profit businesses
- h. Educational entities
- i. Individual

4. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select consultants based on qualifications and abilities of the firm and key project individuals.

The City of Tacoma, with a population of over 219,000, is the largest City in Pierce County according to the 2020 Census. The City is continuing its investment in the community by training residents to be prepared for careers with the City: General Government (GG), TPU, or with other City-aligned programs and partners in Pierce County. The City recognizes that some agencies or individuals may not have the organizational capacity to apply for funding, so we will accept proposals from grassroots agencies that have identified a fiscal agent with the required organizational capacity to support their efforts. A grassroots agency denotes an organization headquartered in the local community where it provides services; has a social services budget of \$300,000 or less annually, and six or fewer full-time equivalent employees. Grassroots agencies align their work to encourage community members to contribute by taking responsibility and action for their community.

For the purpose of this RFP, respondents shall identify each category for which they will respond:

1. Recruitment and enrollment assessment
2. Employment readiness training
3. Case management and retention to address barrier reduction that supports program completion
4. Access to support/wrap-around services that include math and reading classes to achieve 9th grade level prior to graduation
5. Job placement assistance

For each category of response, respondents should identify the project managers who will have overall responsibility for each category of work and the individuals that will work on the project.

Individual and firm experience representing each subcategory of expertise and experience, billing rates, and general approaches to conducting the work shall be included.

All aspects of the program(s) must directly support the placement of people in at least one of the following areas: **(1) Construction Trades, (2) Transportation, Warehouse & Logistics, (3) Technology/Information Technology/Cybersecurity, and (4) Water Systems Management, Wastewater Treatment, and Green Stormwater Infrastructure** Sectors in Tacoma/Pierce County.

Our goal is to increase the volume of TTEP participants that gain employment with the City: General Government (GG), TPU, or with other City-aligned programs and partners.

This RFP is specific to entities that will train cohorts, or groups of individuals who all move through training simultaneously. The City of Tacoma will not prescribe cohort size. We invite respondents to propose appropriately sized cohorts for the training they offer. Please be sure to describe the training format, including virtual and/or in-person.

TARGET POPULATION

Recruitment will focus on residents ages 17 and older who reside in the City of Tacoma, or the Economically Distressed Areas of the Tacoma Public Utilities Service Area who face barriers to entry into the workforce.

Participants will be representative of people in the following communities:

- Those currently receiving or transitioning from public assistance;
- Low-income (defined as earning 80 percent or less of the area median income)
- Unemployed individuals
- Individuals with limited English-speaking abilities
- Individuals experiencing homelessness
- Victims/survivors of domestic violence
- Disengaged youth
- Justice impacted
- Immigrants and refugees
- Veterans
- Women and
- BIPOC communities

The program will also take into account any disparities in the City's workforce composition and target underrepresented communities, unemployed or under-employed individuals to actively orient, screen and include as potential participants in the program.

RFP COMPONENTS

Qualified firms are invited to submit proposals for any and/or all of the components of the RFP. In the event your firm is not addressing all five (5) components, please be clear and indicate whether the proposal is for a single master relationship for all requested services, or for specific components only. If the proposal is for a master relationship/partnership for all requested services, provide a history of the partnerships' previous work: start and finish dates, scope(s) of work, contract amount(s), awarding agency/organization, and outcomes. If you have not

previously partnered in a master relationship, please describe how you plan to coordinate and work with other service providers selected.

Component #1 – Recruitment and enrollment assessment

Component #2 - Employment Readiness Training: An individual or entity service that convenes and facilitates employment training resulting in one or more certifications that are directly applicable to the City: General Government (GG), TPU, or with other City-aligned programs and partner employment needs. Training curriculum will need to include soft skills exposure and practice in basic competencies employers are looking for in an employee.

Component #3 – Case management and retention to address barrier reduction that supports program completion: An individual or entity service to provide case management and mentoring to reduce or remove barriers to participant program completion.

Component #4 – Access to support/wrap-around services that include math and reading classes to achieve 9th grade level prior to graduation.

Component #5 – Job placement assistance and guidance for becoming competitive candidates: An individual or entity service to provide assistance and guidance to program participants interested in employment with the City: General Government (GG), TPU, or with other City-aligned programs and partners.

We recognize there is no single cost for training across industries and that associated costs will vary depending on several factors, including but not limited to the duration of training, cohort size, and delivery format. CEDD will evaluate proposed budgets based on reasonable cost comparisons. We request that respondents propose their best-practice models for training and the costs associated with these models on a “per cohort” and/or “per participant” basis. Respondents’ budgets should reflect costs for one full cohort based on the proposed training model.

Funds through this RFP may be used to cover the cost of staff wages and benefits, administrative operating expenses, and direct participant costs.

CEDD may receive funding that can be used towards stipends or wages for participants enrolled in training. This funding may be included in training contracts, although this is not required. Respondents should indicate if they have experience providing participant stipends or wages for training and if they have payroll systems and human resources capacity in place to enable paying stipends or wages to participants.

RECRUITMENT & ENROLLMENT ASSESSMENT

Conduct outreach, assessments, screening and case management to recruit candidates for education and employment training. Include outreach into underrepresented groups, women, people of color, and those in economically distressed areas as defined by the City of Tacoma) to participate in training program. This includes assessing individuals' skills, readiness, ability to meet minimum qualifications for entrance and any barriers they may have to entering or succeeding in workforce training and/or employment, and making referrals to community services to increase individual's readiness and eligibility to enter into related employment.

The Consultant shall screen for program fitness, enroll eligible candidates in training, and provide pre-apprenticeship or workforce development training.

1. **Assessment Interviews and Enrollment Screening:** In order to be enrolled, participants must meet the minimum qualifications defined as: be 17 years or older, attend an information session, and complete enrollment criteria. During this screening process, each potential participant will meet with a client service specialist for an interview to determine level of interest as well as review documentation such as driver's license, high school diploma or GED, and budget worksheet. During the screening process, the Consultant will identify barriers and connect individuals to resources to ease or remove the barriers. These resources may be provided by City of Tacoma outreach and training providers, or through the Consultant's existing network of community partners. Associated career pathways may require eligible candidates to complete a physical ability test, and be able to obtain a valid driver's license. The Consultant will conduct a written pre-assessment to determine math and tool knowledge, and a reading assessment. Additionally, the Consultant will assist candidates in obtaining a valid driver's license and/or proof of dependable transportation if needed.

Assessment Interview

Conduct in-person and virtual assessment interviews with applicants in order to identify candidates, assess each candidate's financial barriers to work and/or apprenticeship acceptance standards, assess their readiness to enter training, and identify those training candidates that should receive case management services. Factors that help determine readiness include:

- a. General work and/or construction-specific experience (or as applicable to respondent training program)
 - b. Awareness of social and physical culture of construction industry (or as applicable to respondent training program)
 - c. Soft skills, such as resume-building, interviewing and punctuality
 - d. Chemical dependency (ability to pass a drug test)
 - e. Driver's license, car insurance or other transportation
 - f. High school diploma or GED
 - g. Housing
 - h. Childcare needs
 - i. Justice system engagement
 - j. English language competency
2. **Enrollment:** The Consultant will enroll individuals into the associated programs.

3. **Outreach Events:** Develop and host outreach events. Outreach events will be held in the community and/or training facilities to reach targeted populations, including City of Tacoma coordinated events. The Consultant must ensure that outreach is being conducted in the City of Tacoma, Tacoma Public Utilities service area, and/or economically-distressed areas. A map of the economically distressed zip codes can be found at [Economically Distressed ZIP Codes Chart.pdf \(cityoftacoma.org\)](#).

4. Deliverables

- k. Detailed monthly reports on outreach events held. Due: The 15th of the month following the month of completion
- l. Monthly reports on assessment interview days held. Due: The 15th of the month following the month of completion
- m. Monthly reports on tryout events held. Due: The 15th of the month following the month of completion
- n. Monthly report of barriers that prevent individuals from entering the program. Due: The 15th of the month following the month of completion

EMPLOYMENT READINESS TRAINING

Services offered through a training provider to help individuals upgrade their skills, earn degrees and certifications, or otherwise enhance their employability through learning and education. As applicable, training providers will provide industry recognized certification or documented credential attainment for the occupation or pathway. Both hands on and classroom training.

1. **Training:** The Consultant shall provide WA state approved pre-apprenticeship training or other workforce development training to individuals. The training programs shall include classroom and hands-on training to prepare individuals to enter apprenticeship or the (1) Construction Trades, (2) Transportation, Warehouse & Logistics, (3) Technology/Information Technology/Cybersecurity, and/or (4) Water Systems Management, Wastewater Treatment, and Green Stormwater Infrastructure Sectors in Tacoma/Pierce County. Training programs provide industry recognized credentials such as Flagger, Forklift, Occupational Safety and Health Administration (OSHA) 10, and First Aid/Cardiopulmonary Resuscitation (CPR). The training programs focus on building job readiness skills, challenges of working in the industry, and addressing barriers to employment and retention. Programs also must develop and maintain relationships with construction contractors, apprenticeship programs, trade associations, and unions (as appropriate to Consultant training program). The Consultant will ensure students who are in need of additional math skills are provided with supplemental materials and instruction.
2. **Tryout Events:** As appropriate to Consultant training program, conduct physical strength/tryouts to provide candidates with exposure to the physical requirements of the trades and assess readiness to enter training.
3. **Graduation:** At least eighty percent (80%) of enrolled students will graduate from training. The objective of training is to prepare students to enter their chosen career field or apprenticeship to obtain a family wage job in the respective program area, with the ultimate goal of placement at the City: General Government (GG), TPU, or with other City-aligned programs and partners.

4. Deliverables

- a. Monthly report outlining individuals screened for and enrolled into the pre-apprenticeship or workforce development program. Due: The 15th of the month following the month of completion
- b. Monthly report outlining individuals who take up training in the pre-apprenticeship or workforce development program. Due: The 15th of the month following the month of completion.
- c. Monthly report outlining individuals who successfully graduate from the pre-apprenticeship or workforce development program. Due: The 15th of the month following the month of completion
- d. Monthly report outlining individuals who receive certifications
 - i. Provide report on the number of graduates who receive certifications, and outline which certifications were received

CASE MANAGEMENT AND RETENTION

A clear case management strategy for a coordinated response to participants' needs is essential to their success. This begins with the development of an individual service plan based on a thorough assessment of the individual's assets, aspirations and future plans. The plan must be jointly developed with the participant, and regularly reviewed by the service provider team and the participant. The plan should have clearly-stated education, employment and career goals, with project start and end dates for all activities. Applicants should clearly demonstrate how case management is integrated into their service model. Effective case management should have the capacity to assist and empower participants to overcome multiple barriers to success, including but not limited to scheduling difficulties, transportation problems, child care issues, and motivational concerns. Case managers monitor participant attendance and performance, problem-solving as necessary.

For individuals new to the workforce system, initial assessment involves the gathering of basic information about skill levels, aptitude's, abilities, barriers, and supportive service needs in order to recommend next steps and determine potential referrals to partners or community resources.

- **Barrier Reduction**
 - Offer workshops and individual career consultations to help participants meet their personal needs, increase their knowledge of career opportunities, and realize their individual potential. This descriptive and evaluative report begins by examining the diverse characteristics and needs of participants, and then outlines the goals, procedures and techniques, program implementation, and support services of TTEP.
 - The assessment used to evaluate the participants work history, educational and training needs, abilities, and interests to identify the most appropriate employment goals (plans).
- **Program specific objectives, which is to help participants:**
 - Gain self-awareness;
 - Identify their marketable skills and training requirements;
 - Identify job clusters with the most promising opportunities;
 - Learn job-seeking techniques and;

- Learn job management skills

Selected training providers will partner with local social service providers to ensure individuals are supported in removing barriers to training completion and subsequent employment. Ideal respondents will demonstrate connection to Pierce County employers and local, in-demand employment pathways and the ability to link successful trainees with related occupations once cohort trainings are complete. Respondents' proposals must articulate how learned skills transfer from training into high demand occupations, demonstrate employer endorsement of training, and include employment outcomes.

Deliverables

1. Detailed monthly report on the case management efforts the Consultant is performing for all training graduates, placed or not. Include details on guidance and support provided to individuals. Due: The 15th of the month following the month of completion
2. Monthly report on the number of pre-apprenticeship and workforce development program training graduates in apprenticeships or family wage jobs over \$20.00 per hour, or Pierce County's published living wage, whichever is higher, retained from 3 months to up to 18 months. Due: The 15th of the month following the month of completion
3. Monthly reports on the follow-up check ins with all placed individuals to date. Due: The 15th of the month following the month of completion
4. Detailed monthly report on the retention efforts the Consultant is performing for all individuals retained. Due: The 15th of the month following the month of completion

WORK-RELATED WRAPAROUND SERVICES

The Consultant shall provide wraparound support, including but not limited to public transportation assistance, work-related clothing, tools, work-related food assistance, childcare, and monetary compensation as they relate to work needs, and as allowable by law, regulations and funding sources, to pre-apprentices, or workforce development program participants in order to promote access and stronger alignment of workforce, education, vocational rehabilitation, and other human services systems.

Reimbursement of wraparound support expenses shall be at cost, without markup. Receipts for all wraparound support will need to be turned in to the City of Tacoma with the monthly report.

Deliverables

1. Monthly report of all work-related wraparound services provided to pre-apprentices and workforce development program participants within the first 18 months of employment, with copies of relevant receipts. Reports shall also include any wraparound services the Consultant was unable to provide with an explanation of why. Due: The 15th of the month following the month of completion

JOB PLACEMENT ASSISTANCE

Job placement assistance helps an individual seek, locate, apply for, and obtain a job. It may include but is not limited to: job finding skills, orientation to the labor market, resume preparation assistance, development of a job search plan, job development, referrals to job openings, placement services, job finding clubs, job search workshops, vocational exploration, relocation

assistance, and re-employment services such as orientation, skills determination, and pre-layoff assistance. Placement Assistance is a service that helps people to identify and secure paid employment that matches their aptitude, qualifications, experiences, and interests. Career Counseling is a facilitated exploration of occupational and industrial information that will lead to a first, new, or a better job for an individual.

Consultant shall place pre-apprenticeship training, and/or workforce development program graduates into apprenticeships or family wage jobs over \$20.00 per hour or Pierce County's published living wage, whichever is higher.

A placed individual shall only be counted once overall:

- a. Placements into construction apprenticeship or employment shall not be duplicated in this contract. However, a placement into employment can move to apprenticeship, keeping the total placements the same.
- b. The Consultant will report on placements of individuals they've directly placed and individuals they've assisted and were placed by another organization separately.

Deliverables

1. Detailed monthly report of the efforts the Consultant is performing to place each graduate. Due: The 15th of the month following the month of completion
2. Detailed monthly report of the graduates that the Consultant was unable to place with the reasons why and any themes and/or lessons learned. Due: The 15th of the month following the month of completion

MEETINGS

Participation in meetings with City staff, all successful organizations, and key stakeholders for collaboration and coordination of program goals and outcomes.

PROGRAM EVALUATION

Routine monthly and quarterly written reports will be required. Specific required reports will be discussed during the negotiation process. Firms must have the capability of generating and/or providing required reports.

Reporting must describe impact on improvements to workforce diversity and training.

Monthly Report

- A. No later than the 15th day of each month, CONSULTANT shall report on the progress of the activities of the contract. The report shall be in a format approved by the City of Tacoma. At a minimum, the report shall include:
 - a. Percent budget expended, percent work completed, progress toward schedule, and variances against planned vs. actual for all items reported.
 - b. Work being performed by time and expense to address progress toward the scope, schedule, and level of effort of work being performed.
 - c. CONSULTANT shall also identify issues that may result in timely and on budget completion of the work and identify any issues that may increase the total price of the work.

- B. Failure to provide timely and accurate monthly reporting may result in denial of and/or late payment.

Annual Report dependent on contract renewal

Annual Report

Due: Quarterly for the first year, and every 6 months for the two year initial contract term.

Report to include:

1. Demographics and number of workers trained, recruited, placed in jobs, and retained,
2. Types of jobs and range of compensation
3. Number and types of businesses that are served, and
4. Any other tangible benefits realized by the City, workers, businesses, and public

Progress Reports containing the following information:

1. Number of industry partners engaged and in which sectors.
2. Number of people entering the training program; including their racial and gender demographics and zip codes, so they can be compared to the City of Tacoma's Equity Index.
3. Number of people that complete the program and their demographics, as stated above.
4. Number of people that do not complete the program and their demographics, as stated above.
5. Any community benefits that result from the program (quantitative and qualitative).
6. Demographics and number of people trained, recruited, placed in jobs, including the hourly wage
7. Types of jobs and range of compensation

CIVIL RIGHTS COMPLIANCE

Respondents must ensure equal opportunity to all individuals. No individual in any area shall be excluded for participation in, denied the benefits of, or subjected to discrimination under any TTEP program or activities because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Respondents must ensure access to individuals with disabilities pursuant to the Americans with Disabilities Act. All grievances arising out of TTEP or this Request for Proposal must be filed according to the City's established grievance procedures.

EQUITY

The City of Tacoma recently passed Resolution 40622 declaring the City of Tacoma is guided by anti-racist practices at every level of governance and service. In this spirit, every department in the city has developed a Racial Equity Action Plan (REAP) to apply these principles and build measurable outcomes towards building an anti-racist institution.

It is important to acknowledge the City of Tacoma vendors and contractors who work with City departments contribute to the City's success and must also reflect this commitment based on their policies and practices. Expectations of vendors and contractors will include the following:

The contractor will demonstrate:

- A commitment to require employees, especially those who interact with the public along with the management team, racial equity training.
- An explicit commitment to recruitment and retention practices that maximize the hiring and sustaining of a racially diverse work team at all levels including management leadership.
- A commitment to work with the contracting city department to fulfill equity-driven service goals embedded in the city department's Racial Equity Action Plan (REAP) specific to the contract.
- A willingness to commit to the City's anti-racist vision as articulated in Resolution 40622 for the length of the established relationship with the City.

PROGRAM MONITORING

The Community and Economic Development Department (CEDD) will conduct site visits to monitor for compliance with the contract and quality of services. This includes:

- Achievement of objectives in accordance with proposal and contract;
- Integrity of administrative systems and eligibility determination; and
- Quality assessment through observation and informal interviews.

These monitoring activities may take the form of administrative record reviews, interviews of staff and/or participants, and general observations of the program and operations.

Participant files must contain the following:

1. Copy of the participant's intake form and all eligibility documents
2. Appropriate working documents (work permit or certificates)
3. All assessments, pre and post program
4. Record of attendance and documentation of activities where appropriate (workshop or activity attendance record, etc.)

PERFORMANCE STANDARD

Programs will be expected to achieve positive outcomes for at least 80% of those enrolled in the program. For Employment Readiness Training providers, this means placement into a training-related job, with 30-day retention. Training providers are to report on specific wage rates relative to job placement.

5. CONTRACT TERM

The contract duration for the selected vendor(s) will tentatively start June 2024 and will continue through December 31, 2024, subject to renewal at the discretion of the City based on performance and availability of funding. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

We anticipate funding multiple providers and training cohorts for this effort, however, this goal is flexible based on the quality and quantity of proposals received. The City of Tacoma encourages collaboration between proposing organizations.

Available RFP Funding

- The available budget for this RFP is estimated to be about \$350,000.00 through December 2024.
- There is no set minimum or maximum number of proposals that will be awarded.
- The number of awardees will be determined by the evaluation process.
- The final award amount for awarded proposals will be based on available funding.

There is no set limit to the amount that may be requested per training; proposed budgets will be assessed based on reasonable cost comparisons, with awareness that costs will vary between training programs.

Payment for services will be a combination of Cost Reimbursement for participant supportive services (transportation, clothing, tools, etc.). The contractor will be paid a percentage of the contract amount as service delivery milestones are reached.

Submittals submitted and/or the selected Consultant(s) may be used for projects of similar type and scope at the sole discretion of the City for up to one year.

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

6. CALENDAR OF EVENTS

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

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

Publish and Issue RFP:	April 15, 2024
Pre-Proposal Meeting	April 22, 2024
Pre-Submittal Questions:	April 23, 2024
Response to Questions:	April 25, 2024
Submittal Due Date:	April 30, 2024
Submittals Evaluated on or about:	May 2024
Interviews/presentations if required, on or about:	May 2024
Award Recommendation:	May 2024

7. INQUIRIES

- 7.1 Questions should be submitted to Ryan Foster via email to RFoster1@cityoftacoma.org
Subject line to read:

ED24-0092F – Tacoma Training & Employment Program (TTEP) – *VENDOR NAME*

- 7.1 Questions are due by 3 pm on the date included in the *Calendar of Events* section.
- 7.2 Questions marked confidential will not be answered or included.
- 7.3 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 7.4 The answers are not typically considered an addendum.
- 7.5 The City will not be responsible for unsuccessful submittal of questions.
- 7.6 Written answers to questions will be posted along side the specifications at www.tacomapurchasing.org

8. PRE-PROPOSAL MEETING

- 8.1 An online pre-proposal meeting will be held on Monday, April 22, 2024 from 10:00 AM to 10:50 AM via Zoom.

Register in advance for this meeting:

<https://zoom.us/meeting/register/tJArfuurrDguGdz1n8JKZaV5iGi5z3RsRnYL>

After registering, you will receive a confirmation email containing information about joining the meeting.

9. 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.

10. 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.

The relative weight of each scoring criteria is indicated in the table below.

Criteria	Max Points
Qualifications/Experience of Firm/Key Personnel	20
Examples of Projects	15
Project Approach/Description of Proposed Services	20
Responses to Project Specific Questions	15
Reporting Capabilities	5
Client References	5
Fees and Charges / Method of Billing / Hourly Rates	10
Sustainability	5
Equity in Contracting	5
Credit Card Acceptance	0
Contract Exceptions	0
Total	100

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

10.1 The SAC may select one or more respondent to provide the services required.

10.2 The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.

10.3 A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

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

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 proposal containing a substantial deviation from the requirements outlined in this RFP.

Organization of the submittal shall follow the sequence of contents below so that essential information can be located easily during evaluation.

Please be clear in your proposal whether you are submitting for a single master relationship encompassing all requested component services, or for specific components only. Only one

proposal is needed in either case, but must discuss your qualifications, your ability to provide the requested services, and your cost proposal for each service component. For single master relationship proposals, the respondent must still outline separate cost proposals for each service component, but, in addition, may offer a reduced, bundled cost proposal for the entire relationship.

Proposals should be formatted as 8 ½" x 11". A "page" is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75" or greater.

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

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

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

Title/Cover Page (Not to exceed 1 page)

- a. Identify the firm(s) or individual(s) that will be providing the services offered in the proposal.
- b. Provide the name(s), address(es), telephone number(s), fax number(s), and e-mail address(es) of the primary contact(s)

Table of Contents

Indicate the material included in the proposal by section, including all items set forth below.

11.1 Qualifications/Experience of Firm – 20

Describe your company's ability to provide the service.

1. Provide an overview and history of your company/organization.
 - a. How long has the company been in business and what types of services does the company/organization perform?
 - b. Define cultural competency and how you and your firm incorporate cultural competency when working with diverse populations
 - c. Provide a dated organization chart showing names, titles, and roles of individuals employed by your company/organization.
 - d. List key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the agreement. Include a brief

bio or resume outlining the experience of the key personnel. Describe all current licenses held by the key personnel.

2. Organizational Capacity
 - a. Briefly describe your organization's work within the past two years involving the target populations for TTEP. Describe your experience and expertise in the following areas:
 - a. Occupational skills training, adult literacy instruction and integrated curricula
 - b. Job development and placement
 - c. Post-secondary placement
 - d. Counseling, case management, mentoring, cohort modeling, and post-placement services
3. Describe in detail and include roles and responsibilities if you plan to hire or use outside services, subcontractors, or consultants. If none, indicate you do not plan to hire outside services, subcontractors, or consultants.
 - a. Provide an overview and history of sub-contractors you plan to use.
 - b. How long has the company been in business and what types of services does the company/organization perform?
 - c. Provide a dated organization chart showing names, titles, and roles of individuals employed by the organization.

11.2 Examples of Projects – 15 points

Describe and provide examples of successful deliverables or projects delivered by your firm similar in scope, complexity, or approach to this project's scope of work.

11.3 Project Approach/Description of Proposed Services – 20 points

1. Program Design
 - a. Describe in detail your proposed design for offering each of the following required components: **Recruitment and enrollment assessment, employment readiness training, case management and retention, access to support/wrap around services, and job placement assistance.** Explain how these functions are appropriate for your target population and its needs.
 - a. Recruitment:
 - a. Discuss your plan for recruitment, including the specific target group you will recruit, the neighborhood they live in, the organizations and audience with which you will communicate, and the tools and methods you will use. How large a pool of recruits will you need to bring into your intake process in order to identify the cohort of enrolled participants you propose to serve? How will TTEP eligibility be determined?
 - b. Enrollment Assessment and Evaluation:
 - a. Describe the initial assessment process you will use to determine individuals' academic and vocational needs and to develop an

individual learning plan for each participant. Identify the specific skills assessed and the tools used. Describe how you will work with the individual to reach agreement on the plan and make modifications as necessary. What happens to individuals who are found to be unready for your program? How will you know if your participants are attaining the appropriate competencies?

- c. Employment Readiness Training:
 - a. Discuss your goals, objectives and methods for instruction in occupational training and basic educational skills development. Include curriculum outlines for each instructional component and a daily or weekly schedule of program activities. Please explain your approach to the integration of basic and vocational skills. Use examples from curricula to illustrate how students will learn or strengthen cognitive and technical skills in context.
 - d. Case Management
 - a. Discuss your organization's case management systems, including the range of services participants will receive through case management, and how you will maintain a strong, effective presence for participants during the assessment, training and follow-up periods. Who will provide case management? How often? What system do you use for documenting, tracking and sharing case management information?
2. Provide a list of all resources you will need from the City or any TTEP partners. Where you can estimate the time investment (full time equivalent) and/or cost, please include that as well.
 3. Describe your agency's implementation strategy.
 - a. Provide a brief narrative of how you will implement your services. Also explain how you will equitably deliver services to English Language Learners (ELL) and populations identified as the target audience for TTEP.
 4. Understanding of Target Population
 - a. Please describe the characteristics and needs of the specific population you intend to serve.
 - b. What are the challenges and opportunities for these individuals?
 - c. How does the population reflect the priorities of this RFP?
 - d. What direct experience have you had with the population and how did you accommodate their needs?
 - e. Which aspects of your program are designed specifically to address the challenges faced by this population?

11.4 Responses to Project Specific Questions – 15 points

Project Related Questions

1. Describe the marketing strategy and plan for engaging potential employers. How will you place graduates into apprenticeship programs or jobs upon graduation?

2. Describe your plan and process for recruitment of potential clients/participants.
3. Describe the duration of the program and how many participants you intend to serve. Describe the program's targets related to the number of participants, the type and intensity of supportive services, the number of graduating participants, and the number of participants placed in living wage jobs.
4. Describe the career pathways that will be open to client participants and the projected wage ladder when they graduate from the program. What will be the beginning livable wage and how soon will this increase and to what levels?
5. Identify the curriculum for the proposed training program.
6. Describe your case management services and how they will address personal challenges such as low motivation, potential mental health issues, as well as challenges such as homelessness, substance abuse, and relationship problems.
7. Describe any protocol under which participants will be exited or dismissed from the program. Or if they are exited, the conditions under which they can be readmitted.
8. Is this a state recognized pre-apprenticeship program?
9. Or do you have agreements in place that provide for preferential admittance to apprenticeship programs without lengthy application periods?
10. How will you make participants aware of opportunities at the City of Tacoma and Tacoma Public Utilities and other partnering employers?
11. Describe how you will balance the overall goals of the program to
 - a. Help targeted participants to engage in the workforce and
 - b. Work with participants who will realistically succeed in the workforce so that the City of Tacoma, Tacoma Public Utilities, and private employers have a pipeline of skilled and qualified employees.

11.5 Reporting Capabilities – 5 points

Describe reporting capabilities.

Agencies will be responsible for collecting and tracking client demographic data, keeping case files, and meeting performance outcome goals.

1. Describe how you plan to collect and report this data to CEDD and program sponsors.
 - a. How will you document that participants who graduate from the program have increased their skill-level and are more prepared to enter the workforce as a result of the workforce development program?
 - b. How will you track the participants after graduation? What data points will be tracked?
2. Have you had any audit findings in the last five years? If so, what have you done to mitigate the findings?

11.6 Client References – 5 points

Provide three references for current or recent past projects that are similar in scope and size of the services your organization is applying for under this Request for Proposal.

Include organization name, location, key representative's name and contact information (email and phone) and a brief description of the services provided.

- a. Customer reference – organization or individual, similar to -the City of Tacoma, who is funding your services
- b. Client reference - someone to whom you provide services
- c. Community reference - someone who lives within the City of Tacoma or Tacoma Public Utilities Service area who is not a client or customer

11.7 Fees and Charges / Method of Billing / Hourly Rates – 10 points

Provide the method of billing and hourly rates.

What controls are in place to ensure that there is no misuse of funds?

- 1. Budget
 - a. Budget Forms: Prepare a detailed 12-month budget to cover all aspects of the project. Include costs for all components (recruitment, assessment and evaluation, classroom instruction, other instructional components as appropriate, counseling, job development and placement, client tracking, project oversight and administration, fiscal management and oversight, and reporting).
- 2. Provide the method of billing and hourly rates. Include a sample invoice to show method of billing for a sample project.

11.8 Sustainability – 5 points

Provide information on your company's commitment to the environment. Include your sustainability statement and current practices. For more information, see our [Respondents Guide](#).

A. Does the Respondent have an organizational sustainability plan and/or policy?

Yes No

Provide additional information if checked "Yes," including whether it is made publicly available (provide link) and how it is communicated to employees.

B. Does the Respondent have:

- Greenhouse gas emission reduction targets? Yes No
- Energy and water conservation targets? Yes No
- Waste reduction targets? Yes No
- Toxics use reduction targets? Yes No
- Pollution reduction targets? Yes No
- Measure progress regularly and publicly? Yes No

C. How will the Respondent, through service delivery and/or their own operations during the contract period:

- Minimize greenhouse gas emissions?
- Minimize polluted stormwater runoff in Tacoma?
- Minimize waste generation?
- Minimize toxic use and/or generation?
- Minimize air pollution in Tacoma?
- Minimize resource extraction?

D. Demonstrate industry leadership across these areas? Is the Respondent an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

11.9 Equity in Contracting – 5 points

If you are responding as a for-profit firm, please respond to the below question:

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)

If you are responding as a non-profit firm, please respond to the below question:

Is your firm, or the firm you are partnering with, identified as a by/for organization?

By and For Organization definition:

1. By and For organizations are operated by and for the community they serve;
2. Their primary mission and history is serving a specific community and they are culturally based, directed, and substantially controlled by individuals from the population they serve;
3. At the core of their programs, the organizations embody the community's central cultural values; and
4. The communities served by these nonprofit by and for organizations include: Ethnic and racial minorities; Immigrants and refugees; Individuals who identify as LGBTQ+; Individuals with disabilities or who are deaf; and Native Americans.

Department of Commerce definition:

“A by-and-for organization is an organization that is part of the unique community where leadership and staff belong to the same community they serve and promote and preserve community member’s identities, traditions, and values. By-and-for organizations build trust, advocate, respond, and solve problems specific to community members. By-and-for organizations have roots in their respective communities as change agents, mitigating systems of community service, investing, and working with community members to improve their quality of life.”

11.10 Credit Card Acceptance – 0 points

Provide a statement regarding your ability to meet the City’s credit card requirements(below) as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process.

11.11 Contract Exceptions – 0 points

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

12. INTERVIEWS / ORAL PRESENTATIONS

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

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

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

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

Following interviews, submittals will be rescored using the same criteria as in Section 12 below.

13. RESPONSIVENESS

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

All submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. The Respondent is specifically notified that failure to comply

with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed immaterial.

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

14. 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

15. CONTRACT OBLIGATION

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

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

16. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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

17. INSURANCE REQUIREMENTS

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

18. PAID LEAVE

Request for Proposal
Template Revised: 5/11/2023

Specification No. ED24-0092F

Effective February 1, 2016, the City of Tacoma requires all employers to provide Paid Leave and Minimum Wage, as set forth in Title 18 of the Tacoma Municipal Code. For more information visit <http://www.cityoftacoma.org/employmentstandards>.

19. 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.

20. 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.

21. AWARD

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

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

22. 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;

23. 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.

24. ADDENDUMS

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

APPENDIX A

Signature Page

SIGNATURE PAGE

**CITY OF TACOMA
Community & Economic Development Department**

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 Proposal 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 PROPOSAL SPECIFICATION NO. ED24-0092F
Tacoma Training & Employment Program (TTEP)**

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

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:
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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.

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. This policy shall be written on ISO form CG 00 01 04 13 or its equivalent and shall include product liability especially when a Contract is solely for purchasing supplies. 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 Commercial (Business) Automobile Liability Insurance

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

3.3 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 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.