



City of Tacoma, WA

FINANCE DEPARTMENT – RISK MANAGEMENT DIVISION

REQUEST FOR PROPOSAL

INSURANCE BROKER SERVICES

SPECIFICATION NO. FI24-0065F



**City of Tacoma
Finance/Risk Management**

**REQUEST FOR PROPOSALS FI24-0065F
INSURANCE BROKER SERVICES**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, APRIL 16, 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.

Submittal Delivery: Sealed submittals will be received as follows:

By Email: sendbid@cityoftacoma.org Maximum file size: 35 MB. Multiple emails may be sent for each submittal	In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35 th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm
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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 not be held.

Project Scope: Provide insurance brokerage services including but not limited to procuring insurance, negotiating terms with insurers, conducting risk assessments, and providing regulatory and legislative updates.

Estimate: N/A

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 Carly Fowler by email to cfowler@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:	
Signature Page (Appendix A) To be filled in and executed by a duly authorized officer or representative of the bidding entity. If the bidder is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.	
Content to be submitted Section 10 (10.1 - 10.7.5)	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

1. BACKGROUND

The City of Tacoma (the City) was incorporated in 1884 and utilizes the council-manager form of government, which is administered by a City Council under the Constitution and laws of the State and the City Charter. The City Council is composed of nine members: a Mayor and eight Council Members, five of whom are elected from districts which have been apportioned according to population. The three remaining positions are “at large” positions, nominated and elected City-wide. The Council Member positions are four-year terms with overlapping terms to allow for the election of four Council Members every two years. The Mayor is elected City-wide for a four-year term and is the presiding officer of the City Council. Council Members, including the Mayor, can serve no more than ten consecutive years as a member of the City Council, Mayor or combination thereof.

The City Council appoints a City Manager who is the chief executive officer of the City. The City Manager is responsible to the City Council for the administration of all departments of the City with the exception of the Department of Public Utilities. Pursuant to an amendment to the City Charter approved by the voters in 2014, the City Manager’s appointments of department heads require confirmation by the City Council.

The City is home to approximately 220,000 citizens and operates various departments that provide a full range of services to the citizens of the City including police and fire protection, wastewater, solid waste collection services, and stormwater services, public works (which includes street operations, engineering, facility management and fleet operations), planning and development services, community and economic development, neighborhood and community services, and many others.

Tacoma Public Utilities (TPU) is a department of the City and operates water distribution, electric utility services and rail utility services. TPU is governed by a Public Utility Board, and Board members are appointed by the City Council. Tacoma Power provides electric service to the cities of Tacoma, Fircrest, University Place, Fife, parts of Steilacoom, Lakewood, Joint Base Lewis-McChord, and unincorporated Pierce County. Tacoma Water provides potable water to more than 300,000 people throughout Pierce and King counties. Tacoma Rail provides rail transportation and freight connections for customers in the greater Tacoma area with operations focused in the Port of Tacoma.

This Request for Proposal (RFP) represents the combined efforts of all City departments including the TPU. Property and casualty insurance brokers licensed in the State of Washington are invited to submit proposals outlining their qualifications to market property and casualty insurance and to provide risk management support services for the City.

The purpose of this RFP is to develop information leading to the selection of a broker of record to, among other things, assist the City in procuring insurance and bonds, advise the City on self-insurance and risk management matters, assist in soliciting and obtaining quotations for insurance, bonds, and employee benefit plan services; and provide risk management services in selected areas where the City does not provide such services internally.

This RFP process is structured to award to one single broker for the City. The City retains the right to award separate brokers for each department or other arrangements in the City's sole discretion. Responses should be submitted for all departments of the City including TPU. See Tacoma Municipal Code 1.06.830 pertaining to Insurance Procurement.

This invitation is not an authorization to approach the insurance marketplace or service agencies on behalf of the City. The City specifically directs that no contact or solicitation of insurance markets, or market reservation, be made on behalf of the City pursuant to this invitation. Failure to comply with this condition will result in immediate disqualification. The City expressly reserves the right to reject any and all proposals received as a result of this invitation.

The successful broker will be expected to begin providing services immediately upon appointment. The City will enter into a written contract with the successful broker(s).

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.

2. MINIMUM REQUIREMENTS

- a. Must be licensed as an insurance producer in the State of Washington.
- b. Must have been at least ten (10) years in business as a licensed producer.
- c. Must have property and casualty premium volume in excess of \$50,000,000 annually.
- d. Must have two (2) qualified principals or account executives with a minimum of ten (10) years each in commercial lines or, if less, they must have a CPCU or ARM designation.
- e. Must have a minimum of seven (7) years' experience with at least two (2) accounts, preferably with a city or county, each with annual premiums of \$1,000,000 or more.
- f. Must show evidence of Professional Liability Insurance coverage with a minimum limit of \$1,000,000. See Tacoma Municipal Code 1.06.830 (I).

3. SCOPE OF SERVICES AND DELIVERABLES

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

The broker(s) selected pursuant to the request for proposal will be required to perform the services outlined below:

3.1 Marketing

- a. Prepare data for presentation to underwriters.

- b. Marketing of each insurance policy.
- c. Design most appropriate strategy to obtain desired coverage.
- d. Negotiate best terms of coverage and cost.
- e. Evaluate commitment and financial stability of underwriters.
- f. Design, organize, negotiate, and evaluate marketing plan.
- g. Participate in marketing strategy meetings with City staff prior to renewal activities.
- h. Prepare marketing reports, due 30 days prior to renewal to include: summary of markets approached, rating of top four markets, timeline of marketing, Broker recommendation and rationale, evaluation of current program, Commission/fee earned if new policy.

3.2 Policy Language

- a. Draft policy language to fit risk.
- b. Review policies for accuracy and compliance with specifications.
- c. Verify policy wording and provide coverage interpretation.

3.3 Collecting Losses

- a. Assist in the collection and tendering of losses to the underwriter.
- b. Monitor tendered losses and claims settlements.

3.4 Billing

- a. Assume responsibility for billing and sub-billing of premiums. Premiums billed to the City must be net of commission. See Tacoma Municipal Code 1.06.830 (H).

3.5 Risk Identification

- a. Assist in the identification and evaluation of loss exposure as requested, including comparative data regarding other public entities similar to the size and scope of the City.

3.6 Reporting

- a. Prepare annual report(s) within 30 days after the end of the calendar year, to include, but not limited to: schedule of policies in force summarized by: number of losses, dollar

value of losses, commission/fee earned, trends and developments, and propose changes to the City program; or other information that is required by the City

b. Prepare annual report(s) for the City including, but not limited to: summarizing the service(s) provided, including observations and recommendations on new developments in the insurance market; or other information that is required by the City

c. Prepare report(s) for annual summary of coverages to include, but not limited to: insurance policy type, carrier, policy number, effective date, current year premium and prior year premium.

d. Prepare ad hoc reports as the City may request regarding its insurance and/or risk management policies.

3.7 Daily Operations

a. Capability to manage normal day-to-day activities associated with the account, including, but not limited to: consultation by phone and/or in person at various City locations.

b. Capability to respond to requests for information.

c. Attendance at meetings pertinent to the insurance and risk administration program.

4. CONTRACT TERM

The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about August 1, 2024. The contract will be for a term of three (3) to five (5) years with the option to renew for two additional one-year periods at the City's discretion.

The City reserves the right to sign any document necessary to protect prices, delivery schedules, interest rates or any other critical factor contained in the response to this RFP. No action will be binding on the City until a contract has been executed by both parties.

The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

5. CALENDAR OF EVENTS

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

Contract may be issued after Public Utility Board and/or City Council approval.

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

Publish and issue RFP:	3/18/2024
Pre-Submittal Questions:	3/22/2024
Response to Questions:	3/27/2024

Submittal Due Date:	4/16/2024
Submittal Evaluated:	4/30/2024
Interviews/presentations, on or about:	4/30/2024
Award Recommendation:	5/31/2024
Public Utility Board/City Council Approval (if necessary):	7/9/2024

6. INQUIRIES

- 6.1** Questions should be submitted to Carly Fowler via email to cfowler@cityoftacoma.org.
Subject line to read:

FI24-0065F Insurance Brokerage Services – *VENDOR NAME*

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

7. PRE-PROPOSAL MEETING

- 7.1** No pre-proposal meeting will be held; however, questions and request for clarifications of the specifications may be submitted as stated in the [inquiries](#) section.

8. DISCLAIMER

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

9. EVALUATION CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

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

- 9.1** The SAC may select one or more respondent to provide the services required.
- 9.2** 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.
- 9.3** A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.
- 9.4** The City expressly reserves the right to reject any and all proposals received as part of the evaluation process and/or as a result of this invitation.

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

Respondents are to provide complete and detailed responses to all items in a straightforward and concise manner. Proposals should present information in sequential order as outlined below and detailing the respondent's/team's abilities to meet the requirement of this RFP.

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.

Confidential information must be marked as directed in the standard terms and conditions.

10.1 General Information

10.1.1 Provide the primary contact for matters relating to this RFP. Please include the following:

Contact Name

Contact Title

Firm Name

Address

City, State, Zip

Office Telephone Number

Cell Number

Fax Number

E-mail Address

10.1.2 Is your firm willing to comply with all terms and conditions set forth in the Request for Proposals, unless otherwise agreed upon by the City? (Yes/No). If no, please explain.

10.1.3 Is your Firm licensed in the State of Washington? (Yes/No)

10.1.4 Has your Firm been in business as a licensed broker for at least ten (10) years?
(Yes/No)

10.1.5 Does your Firm have property and casualty premium volume in excess of \$10,000,000 annually? (Yes/No)

10.1.6 Does your Firm have two qualified principals or account executives with a minimum of ten (10) years each in commercial lines or, if less, do they have a CPCU or ARM designation? (Yes/No)

10.1.7 Does your Firm have a minimum of seven (7) years' experience with at least two (2) accounts, each with annual premiums of \$1,000,000 or more? (Yes/No)

10.1.8 Can your Firm show evidence of Professional Liability Insurance with a minimum limit of \$1,000,000? (Yes/No)

10.1.9 Specify whether you are proposing services for all City departments and if not, which departments are excluded.:

10.2 Past Performance

10.2.1 Please provide a summary of the firm's public sector premium volume and the number of policies the premium volume represents for both the past five years and the last year by the following types of coverage. If the broker is a branch or subsidiary office of a national or multi-office firm, the information shall be provided for the local office only.

General Liability

Automobile Liability

Specific Excess Workers Compensation

Property

Ocean Marine

Excess Liability

All others

10.2.2 Please provide the following information for other accounts the firm is presently serving, as well as an indication of whether the firm is willing to allow the City to contact such accounts for an appraisal of the services they are receiving from the firm. Lists of city or governmental accounts comparable to the City' should be specifically included.

Authorized to Contact: Yes/No

Firm Name

Contact Title

Contact Name

Address

Phone #

Cell #

E-mail Address

- 10.2.3 Please provide the following information for the major insurance carriers, including re-insurers and excess carriers, with whom the firm does business.

Firm Name

Contact Name

Contact Title

Address

Phone #

Cell #

E-mail Address

- 10.2.4 Please provide the following information for carriers with whom the Proposer has binding authority, including the scope of authority.

Contact Name

Contact Title

Firm Name

Address

Phone #

Cell #

E-mail Address

Scope of Authority

- 10.2.5 Please provide specific evidence of the firm's experience in providing service for other insureds with coverage or programs similar to the City's, as well as a description of any special plans or underwriting procedures which have been used to serve other accounts. Of particular interest will be evidence of skill and marketing techniques in placing the liability excess and umbrella coverage, and in self-insured programs.

10.3 Proposed Services

- 10.3.1 What is the location of the office that would provide services to the City?

- 10.3.2 What are the hours and days of operations for the office that would provide services to the City?
- 10.3.3 What Risk Management Software does the Proposer provide? Is it available to clients over the internet?
- 10.3.4 Will the Proposer be available to attend meetings as requested by the City?
- 10.3.5 Is the Proposer willing to conduct surveys to assess the success of the program?
- 10.3.6 Will the Proposer agree to provide reports to the City that detail all service performance standards and whether they are being met? .
- 10.3.7 Describe the Proposers loss prevention and loss control services available from the office that would provide services to the City. If provided from a different location, identify the location.
- 10.3.8 Describe any other services, not noted, that the Proposer would make available to the City.
- 10.3.9 If necessary, will the City be able to participate in the selection of the on-site service representative(s) assigned to the account?
- 10.3.10 Provide an outline of the Proposer's transition plan for the City. Include a timeline that describes necessary actions, responsible parties and target completion dates. Please include specifics on how you will learn about past coverages, coverage limits, etc.
- 10.3.11 Will the Proposer offer the City a dedicated transition management team? (Yes/No) If yes, briefly describe the roles of the members of this team.

10.4 Proposal Rates

- 10.4.1 The proposal should indicate what services will be included in the basic fee, plus the methodology for determining the cost of additional or supplemental services. The proposal should indicate some means of price protection for the City over the expected term of the contract.

The fees should anticipate that Tacoma Public Utilities (TPU) and the City will annually seek quotes for excess general liability, including directors & officers and property insurance coverage during the term of the contract.

The respondent will provide a detailed outline of the precise method by which the firm would expect to be compensated, (i.e., fee, commissions, or a combination).

All proposing firms should review Tacoma Municipal Code 1.06.830.

NOTE: Attachment titled "2023 COT Summary of Insurance Policies" reflects the insurance policies currently in effect and is to be used as a guide by proposing firms. The City shall not be responsible for a proposer's own interpretation of this attachment.

10.5 Program and Firm Organization

10.5.1 Provide the following information for the office that would provide service to the City:

Legal Structure of the Proposer's organization (e.g. S Corp, LLC, etc.)

Year Founded

Total number of employees

10.5.2 Is the office that would provide services to the City a branch or subsidiary? (Yes/No) If yes, please provide the following for the entire Firm:

Year founded

Total number of employees

10.5.3 Provide a one-page diagram of the ownership structure of the Proposer's organization and its subsidiaries.

10.5.4 Provide the following information for each representative identified as ""key personnel"" that will be assigned to the City:

Representative's name

Years at Firm

Years in Industry

Location

Credentials

Work History

10.5.5 What is the total number of clients managed by the office that would provide service to the City?

10.5.6 Identify any current or former City employees employed by or on the Firm's governing board as of the date of the proposal or during the previous twelve (12) months.

10.6 Sustainability

10.6.1 Provide information on your company's commitment to the environment. Include your sustainability statement and current practices.

10.7 Small Business Enterprise

10.7.1 Is your firm a certified City of Tacoma SBE firm?

10.7.2 Is your firm partnering with a certified City of Tacoma SBE firm(s)?

10.7.3 Is your firm a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprise?

10.7.4 Is your firm partnering with a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprise?

10.7.5 Credit Card Acceptance

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.

10.7 Contract Exceptions

10.7.1 Do you take exceptions to any of the City of Tacoma's Standard Terms and Conditions?
If yes, please explain.

11. INTERVIEWS / ORAL PRESENTATIONS

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

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

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

If interviews are conducted, the SAC will schedule the interviews with the contact person 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.

12. RESPONSIVENESS

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

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

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

13. ACCEPTANCE / REJECTION OF SUBMITTALS

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

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

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

14. CONTRACT OBLIGATION

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

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

15. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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

City of Tacoma General Provisions apply.

16. 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. (Appendix C)

17. PARTNERSHIPS

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section.

The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

18. COMMITMENT OF FIRM KEY PERSONNEL

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

19. AWARD

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

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

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

- Energy and water resource efficiency;

21. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

22. ADDENDUMS

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

23. EQUITY IN CONTRACTING

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

APPENDIX A

SCOPE OF SERVICES

The broker(s) selected pursuant to the request for proposal procures and negotiates insurance such as providing risk assessments, insurance consulting services, insurance-related regulatory and legislative updates and will be required to perform the services outlined below:

1. Marketing:

- a. Prepare data for presentation to underwriters
- b. Marketing of each insurance policy
- c. Design most appropriate strategy to obtain desired coverage
- d. Negotiate best terms of coverage and cost
- e. Evaluate commitment and financial stability of underwriters
- f. Design, organize, negotiate, and evaluate marketing plan
- g. Participate in marketing strategy meetings with CITY staff prior to renewal activities
- h. Prepare marketing reports, due thirty (30) days prior to renewal to include:
 - i. Summary of markets approached,
 - ii. Rating of top four markets,
 - iii. Timeline of marketing,
 - iv. Broker recommendation and rationale,
 - v. Evaluation of current program,
 - vi. Commission/fee earned if new policy.

2. Policy Language:

- a. Assist with drafting policy language to fit risk
- b. Review policies for accuracy and compliance with specifications
- c. Verify policy wording and provide coverage interpretation

3. Collecting Losses:

- a. Collect and tender losses to underwriters
- b. Monitor tendered losses and claims settlement

4. Billing:

- a. Assume responsibility for billing and sub-billing of premiums. Premiums billed to CITY must be net of commission.

5. Risk Identification:

- a. Assist in the identification and evaluation of loss exposure as requested, including comparative data regarding other public entities similar to the size and scope of the CITY
- b. Assist in risk identification, analyze exposures and recommend techniques

- to mitigate risk through insurance or risk transfer
- c. Assist in claims trending and benchmarking
- d. Assist in contracts review to determine the appropriate insurance requirements, as requested

6. Reporting:

- a. Prepare annual report within thirty (30) days after the end of the calendar year, to include: schedule of policies in force summarized by: number of losses, dollar value of losses, commission/fee earned, trends and developments, and propose changes to the CITY program.
- b. Prepare annual report(s) for the CITY summarizing the service(s) provided, including observations and recommendations on new developments in the insurance market.
- c. Prepare annual summary of coverages report to include insurance policy type, carrier, policy number, effective date, current year premium and prior year premium.
- d. Prepare ad hoc reports as the CITY may request regarding their risk management policies.
- e. Prepare annual reports, marketing reports, and policy schedules

7. Daily Operations:

- a. Capability to manage normal day-to-day activities associate with the account, including consultation by phone and/or to be performed at CITY locations.
- b. Capability to respond to requests for information.
- c. Attendance at meetings pertinent to the insurance and risk administration program.
- d. Assist in resolving issues related to claims payments and coverage eligibility

8. Communication, Evaluation and Analysis:

- a. Feasibility study & timetable for self-insurance program, provide analysis for proper retention levels
- b. Workers Compensation consulting and analysis
- c. Assist in development of risk management policies, procedures, and manuals
- d. Assist in communicating to staff information on safety and risk management
- e. Evaluate various deductible and SIR options
- f. Evaluate self-insurance program and excess liability options

APPENDIX B

Signature Page

SIGNATURE PAGE

CITY OF TACOMA FINANCE / RISK MANAGEMENT

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Proposals page 9 near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

REQUEST FOR PROPOSALS SPECIFICATION NO. FI24-0065F INSURANCE BROKER SERVICES

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 C

Sample Contract

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

20. Termination

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

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

21. Suspension

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

22. Taxes

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

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

23. Licenses and Permits

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

24. Indemnification

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

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

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

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

25. Title 51 Waiver

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

26. Insurance

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

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

27. Nondiscrimination

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

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

28. Conflict of Interest

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

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

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

30. Public Disclosure

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

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

31. Confidential or Proprietary Records Must be Marked

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

32. Duty of Confidentiality

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

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

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

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

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

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

33. Approval for Release of Information Related to Contract

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

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

34. Dispute Resolution

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

35. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries

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

Waiver

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

Severability and Survival

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

Entire Agreement

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

Modification

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

Direct Solicitation and Negotiation

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

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

CITY OF TACOMA:
By: _____

CONTRACTOR:
By: _____

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____