



City of Tacoma, WA

**TACOMA VENUES & EVENTS**

**REQUEST FOR PROPOSAL**

**24-HOUR SECURITY GUEST SERVICES FOR TVE**

**SPECIFICATION NO. PF23-0245F**



City of Tacoma  
Tacoma Venue & Events

REQUEST FOR PROPOSALS PF23-0245F  
24-HOUR SECURITY GUEST SERVICES FOR TVE

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, November 14, 2023**

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, [sendbid@cityoftacoma.org](mailto:sendbid@cityoftacoma.org), as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. 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](mailto:sendbid@cityoftacoma.org)

Maximum file size: 35 MB. Multiple emails may be sent for each submittal

**Bid Opening:** Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

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

**Pre-Proposal Meeting:** A pre-proposal meeting will not be held.

**Project Scope:** The City of Tacoma (City), Tacoma Venues and Events (TVE), is seeking proposals from qualified firms to provide Venue wide uniformed guest services and 24HR unarmed security officer services for search entry checks, crowd management, usher, barker, ticket takers, trained impairment enforcement staff, parking lot attendants, as well as 24-hour staffing of security control offices. Locations will include but are not limited to the Greater Tacoma Convention Center, the Tacoma Dome, the Pantages, Rialto, Theater on the Square, and Cheney Stadium. Services will be generally as indicated in this Request for Proposal (RFP), although specific services will be established at each site in the form of post orders following contract award.

**Estimate:** \$2,000,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code and in accordance with State of Washington law.

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

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

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

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


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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.

<b>The following items make up your submittal package:</b>	
One electronic copy of your complete submittal package	
Signature Page (Appendix B)	
Price Proposal Form (Appendix A)	
Information in Section 2 (Minimum requirements	
<b>After award, the following documents will be executed:</b>	
Services Contract	
Certificate of Insurance and related endorsements	

## 1. BACKGROUND

The City of Tacoma (City), Tacoma Venues and Events (TVE), is seeking proposals from qualified firms to provide Venue wide uniformed guest services and 24HR unarmed security officer services for search entry checks, crowd management, usher, barker, ticket takers, trained impairment enforcement staff, parking lot attendants, as well as 24-hour staffing of security control offices. Locations will include but are not limited to the Greater Tacoma Convention Center, the Tacoma Dome, the Pantages, Rialto, Theater on the Square, and Cheney Stadium. Services will be generally as indicated in this Request for Proposal (RFP), although specific services will be established at each site in the form of post orders following contract award.

Additional services may also be required to meet identified needs at these and other TVE current and future locations. Said additional services shall be per the same prices, terms, and conditions as the original contract.

Firms submitting proposals may consider providing services at one or more of the locations identified under locations and scope of work and the City reserves the right to award all or part of the resultant contract to one or more responding firms. Firms should be specific as to which location and scope of work their proposal addresses.

The primary purpose to be achieved by retention of these services is to provide Tacoma Venues and Events, with Guest Services to include but not limited to Ticket Takers/ID Checker, Search Entry, Barkers, Impairment Enforcement, and Parking lot personal at a variety of events that range from 20,000 person concerts to 10 person meetings. This proposal is also seeking 24 hour unarmed security officers at the Tacoma Dome and the Greater Tacoma Convention Center.

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](http://www.cityoftacoma.org).

The City anticipates awarding a single contract for all services listed in this request for proposal but reserves the right to award multiple contracts if it is viewed to be in the best interest of the City.

## 2. MINIMUM REQUIREMENTS

- Respondents must have a minimum of five years' experience providing security services in the Northwest and have the capacity to provide seamless service to all facilities that are bid.
- Must be a licensed firm with Washington State
- Must be able to supply staff at multiple venues on the same date. One-day staff requirements may exceed 350 persons between multiple venues.

### 3. SCOPE OF SERVICES AND DELIVERABLES

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

### 4. CONTRACT TERM

The contract will be for a three-year period with the option to renew the contract two additional two-year terms. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

### 5. CALENDAR OF EVENTS

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

Contract may be issued after City Council approval.

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

Publish and issue RFP:	<b>10/25/2023</b>
Pre-Submittal Questions:	<b>11/3/2023</b>
Response to Questions:	<b>11/6/2023</b>
Submittal Due Date:	<b>11/14/2023</b>
Submittal Evaluated:	<b>November 2023</b>
Award Recommendation:	<b>December 2023</b>
Public Utility Board/City Council Approval:	<b>December 2023</b>

### 6. INQUIRIES

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

PF23-0245F – 24-Hour Security Services for TVE – *VENDOR NAME*

**6.1** Questions are due by 3 p.m. 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 alongside the specifications at [www.tacomapurchasing.org](http://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. The relative weight of each scoring criteria is indicated in the table below.

<b>Criteria</b>	<b>Max Points</b>
Qualifications/Experience of Firm	<b>20</b>
Examples of Projects	<b>10</b>
Reporting Capabilities	<b>5</b>
Client References	<b>10</b>
Fees and Charges / Method of Billing / Hourly Rates	<b>20</b>
Qualifications / Experience of Key Personnel	<b>25</b>
Sustainability	<b>5</b>
Equity in Contracting	<b>5</b>
Credit Card Acceptance	<b>0</b>
Contract Exceptions	<b>0</b>
<b>Total</b>	<b>100</b>

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

**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.

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

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. Submittals should be limited to a maximum of 10 pages, double-sided, or 20 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

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 location(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure : Proprietary or Confidential Information.

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

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

The City reserves the right to request clarification of any aspect of a 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.

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

**10.1 Qualifications/Experience of Firm – 20**

Services to be provided are but not limited to, Usher/ticket taker, Impairment enforcement, Search entry, Parking, Roving security and 24hr Security office personnel.

**10.2 Examples of Projects – 10 points**

Describe three projects similar in scope and complexity to this project's scope of work.

### 10.3 Reporting Capabilities – 5 points

Describe reporting and communication capabilities. This to include event day radio dispatch, logs, incident forms, trespass logs, etc.

### 10.4 Client References – 10 points

Provide three client references able to verify the firm's overall expertise for this type of work. The references must have worked with the firm within the last year. Provide complete information such as name of company, contact person, address, phone number, and email address.

### 10.5 Fees and Charges / Method of Billing / Hourly Rates – 20 points

Provide the method of billing and hourly rates.

### 10.6 Qualifications / Experience of Key Personnel – 25 points

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 that will be involved.

### 10.7 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Energy and water conservation targets?     | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Waste reduction targets?                   | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Toxics use reduction targets?              | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Pollution reduction targets?               | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Measure progress regularly and publicly?   | <input type="checkbox"/> Yes <input type="checkbox"/> 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.

#### **10.8 Equity in Contracting – 5 points**

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

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

#### **10.9 Credit Card Acceptance – 0 points**

Provide a statement regarding your ability to meet the City's credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). See the Standard Terms and Conditions for more information. This information is not a consideration in the evaluation process.

#### **10.10 Contract Exceptions – 0 points**

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

### **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

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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**

City of Tacoma [Standard Terms and Conditions](#) 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. Please see Appendix B.

## **17. PAID LEAVE**

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>.

## **18. 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.

## **19. 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.

## **20. 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.

## 21. 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;

## 22. 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.

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

### LEAP REQUIREMENTS

This project has no LEAP requirements; however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local

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economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

## 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**

Specifications

Price Proposal Form

## **SPECIFICATIONS**

### **1) Venues**

- a) Tacoma Dome, The Rialto, The Pantages, Theater on the Square, and Cheney Stadium
  - i) Services
    - (a) Group One – Guest Services: Guest Service Attendants (Ushers, Search Entry, Ticket Takers, Barkers, Crowd Management, Impairment Enforcement)
    - (b) Group One – Security Services: Facility Security Attendants (Twenty-four Hour Facility, Tacoma Dome Only)
    - (c) Group One P – Parking
- b) Greater Tacoma Convention Center
  - i) Services
    - (a) Group Two – Guest Services: Guest Service Attendants (Crowd Management, Impairment Enforcement, Search Entry)
    - (b) Group Two – Security Services: Twenty-four Hour Facility Security
    - (c) Group Two – Security Services: Loading Dock Security Boot Officer (12 hours per day)

Estimated spend for the two venues for 2024:

	<b>Event</b>	<b>24 Hour</b>	<b>Total</b>
<b>Dome</b>	1,298,000	548,500	1,846,500
<b>GTCC</b>	666,200	381,000	1,047,200
<b>Total</b>	1,964,200	929,500	2,893,700

(One bidder may submit a proposal to provide services relative to only one “Group” or both “Groups.” Only after receipt of the proposals will it be determined whether all the services specified above will be provided by one company, or whether the services described by Group One and Group Two will be provided by separate companies.)

### **2) Scope of Work**

- 1) The primary purpose to be achieved by retention of these services is to provide Tacoma Venues and Events, with Guest Services to include but not limited to Ticket Takers/ID Checker, Search Entry, Barkers, Impairment Enforcement, and Parking lot personal at a variety of events that range from 20,000 person concerts to 10 person meetings. This proposal is also seeking 24 hour unarmed security officers at the Tacoma Dome and the Greater Tacoma Convention Center. The purposes to be achieved are:
  - a) To prevent unauthorized vehicles and individuals from entering controlled areas.
  - b) To prevent unauthorized use of departmental facilities, vehicles, equipment, and materials.

- c) To Provide general directional guidance regarding facility entry, seating, concessions, VIP locations, and other guest areas
- d) To observe facilities and equipment to help ensure security of property and assets.
- e) To provide safe and secure access to controlled areas for approved individuals.
- f) To provide a security presence for the general safety of employees, contractors, customers, and the public.
- g) To provide an appropriate response to security incidents, equipment failure, natural disasters, or other events as directed.
- h) To Accept tickets from guests and secure areas from unauthorized entry.
- i) Assist with inspection of ticketholders for unauthorized items as directed by building management.
- j) To staff 24-hour Security Offices and monitor access control, CCTV, and alarm systems and respond to events as directed, 24 hours a day seven days a week
- k) To provide detailed and accurate reporting of events and activities.
- l) To provide a customer service-oriented presence throughout a variety of entertainment and business events. To assist with light custodial and breakdown of venues following an event.
- m) To provide crowd management, direction, and enforcement of facility rules and regulations governing guest conduct during events. Assist in maintaining fire exits and providing emergency procedures.

## 2) General Statement

- a) Services to be Provided - This is an invitation to **submit a proposal(s) to contract for one or both groups of the above listed classifications of services** to Tacoma venues and events "TVE", City of Tacoma. The City will contract with the successful Proposer(s) for provision of the services described herein under the conditions outlined herein.
- b) Conditions of Consideration - The services sought hereby are intended to provide the highest levels of customer assistance and provide for the general care, welfare, safety, and security of all guests, entertainers, employees, and facilities. The provision of these services by a highly professional, expert, and experienced contractor is essential to public safety and to operation of the facility in the public interest. The City will, therefore, require as a condition of proposal(s) consideration, that Proposer(s) clearly **demonstrate expertise and experience of not less than five years in the field of guest services, crowd management, and facility protection for a large public assembly facility.** Additionally, the Proposer(s) must clearly demonstrate the ability to provide thoroughly trained and experienced personnel.
- c) Selection - The City will select the Proposer(s) which demonstrates the ability to perform the required functions at the highest level of expertise and at a competitive cost. **Capacity to perform will be a key selection criterion.** The successful Proposer(s) must manage and operate in a professional and efficient manner that is conducive for a first-class facility operation. The prospective Proposer(s) must provide examples of a service record that illustrates outstanding leadership and achievement. In addition, key performance criterion

will include, but not be limited to, demonstrated competence in hiring, training, staffing, and leading service personnel with a "We Care" / "Disney" approach to customer service. The above service groups may be awarded separately.

- d) Term - The City will contract with the selected Proposer(s) beginning on or about December 31<sup>st</sup> 2023, and continue for three years at which time the contract will automatically expire unless a written agreement has been executed by both parties, prior to the expiration of the initial three year term, to extend the contract for up to two (2) additional two (2) year periods, under the same terms and conditions, which may include increases in the hourly billing rates as mutually agreed upon by the parties. A request for increases to the hourly billing rates for the extension period shall only be documented and proposed prior to the expiration of the original three-year contract. If there is no mutual agreement by the parties to the increases, the contract will expire at the end of the three-year term. Under no circumstances will the life of the agreement, including extension, exceed seven (7) years in duration.
- e) Authentication of Proposal(s) - All proposal(s) must be executed by a person having authority to bind the Proposer(s). A proposal(s) made by a company or firm must be signed in the name of such company or firm by a duly authorized officer, member or representative, whose name and representative capacity shall be stated.

### 3) Facility Maximum Capacities

(All capacities are subject to change, see attached schematic drawings of the Tacoma Dome facility's seating and parking configurations).

#### a) Tacoma Dome and Exhibit Hall

Stadium Concert Seating	22,500	Seats
Arena Concert Seating	16,000	Seats
Auditorium Concert Seating	2,000	Seats
Hockey	8,200	Seats
Football	18,000	Seats
Public Meetings	23,000	Seats
Arena Exhibition Space	120,000	sq. ft. of display space
Exhibition Hall Space	28,000	sq. ft. of display space

#### b) Cheney Stadium

An outdoor baseball stadium, located approximately six miles from the Tacoma Dome, is also under the management of the Public Assembly Facilities Department. The seating capacity for Cheney Stadium is 10,000 for baseball and

15,000 for outdoor concerts. The selected Proposer(s) may be required from time to time to provide event personnel as defined herein for this facility at the discretion of the Tacoma Dome Director.

c) Tacoma Dome parking capacities

Autos	2,943
Buses	30
Disabled	123

d) Greater Tacoma Convention Center

Total Facility Footprint	277,000 sq. ft.
Exhibition Hall	51,000 sq. ft.
Ballroom	14,000 sq. ft.
Rooms	11,000 sq. ft.

e) Tacoma Theaters

Pantages	1826 seat capacity
Rialto	1200 seat capacity
Theater on the Square	300 seat capacity

4) Event Expectations

Event and attendance projections, attached, provide the best estimate of projected event activities for the Tacoma Dome facilities. The annual event schedule and number of events are subject to change and do not represent guaranteed event activity levels.

5) Reservations

The City reserves the right to reject any or all proposal(s), in part or in full, and to waive irregularities in proposal(s) received.

6) Services to be Provided

The City will contract with the successful Proposer(s) for provision of one or all groups of the below listed classifications of services.

a) Group One – Guest Services: Guest Service Attendants

All personnel will have a distinct uniform and be responsible to provide guests, employees, clients, and entertainers, with the highest levels of customer service.

Typical duties to be performed may include, but are not limited to, the following:

- **Entrance Control:** Operate and enforce a system of personnel identification and a package inspection and movement procedure.
- **Roving Patrol:** Make security, fire and safety patrols as directed.
- **Rules & Regulations:** Observe for compliance to Company rule and regulations.
- **Lost & Found:** Perform procedures for lost and found articles as prescribed.
- **Unauthorized Access:** Discover and detain persons attempting to gain unauthorized access to the property.
- **Reports & Records:** Prepare and submit required reports on accidents, fires bomb threats, unusual incidents, and unlawful acts.
- **Emergencies:** Respond to emergency situations as required by established procedures.
- **Safety:** Observe and report safety hazards as required by established procedures.

b) Usher/Door Guard/Ticket Takers

Primary responsibilities:

- Provide general directional guidance regarding seating and other guest areas.
- Accept tickets from guests and secure areas from unauthorized entry.
- Assist in maintaining fire exits and providing emergency procedures.
- Assist with inspection of ticketholders for unauthorized items as directed by building management.
- Assist with light custodial duties for multiple event performances.
- Provide any assistance or service to guest or client as needed.

c) Crowd Control

Primary Responsibilities:

- Provides "peer-group" crowd management, direction, and enforcement of facility rules and regulations governing guest conduct during events.
- Provide general directional guidance regarding seating and other guest areas.
- Secure areas from unauthorized entry.
- Assist in maintaining fire exits and providing emergency procedures.
- Assist with inspection of ticketholders for unauthorized items as directed by building management.
- Provide non-violent crisis intervention when necessary.
- Secure artist areas (i.e., barricade, stage, dressing rooms)
- Provide any assistance or service to guest or client as needed.
- Provide alcohol enforcement per the State of Washington rules and regulations

d) Group One – Security Services: Facility

All watch personnel will have a distinct uniform and be responsible to provide guests, employees, and entertainers with the highest levels of customer service.

Primary Responsibilities:

- Monitor, document, control, and verify, building access.
- Monitor, document, control, and verify, deliveries of facility supplies and equipment.
- Staff the 24-Hour Security in entrance twenty-four (24) hours per day, seven days per week.
- Provide building patrols and checks to control facility access.
- Monitor automated surveillance cameras.
- Provide any assistance or service as needed.
- Tacoma Dome & Exhibition Hall Policies & Procedures
- Tacoma Dome & Exhibition Hall Chain of Command
- Tacoma Dome & Exhibition Hall Corporate Organization
- Role of Tacoma Dome & Exhibition Hall's Security Control Center
- Rules of conduct
- Smoking prohibition
- Weapons prohibition
- Parking restrictions
- Arrest and detention prohibition
- Visitors Parking
- After-hours admittance procedures
- Procedures for deliveries and packages
- Property removal policies & procedures and authorization list
- Bomb threat policies and procedures
- General incident (and recurring incident) reporting
- Natural disaster emergency response and responsibilities
- Response, and responsibility, during an elevator emergency or other safety emergency
- Key control
- Phone system procedures
- Notification procedures, including after-hours notification and policy on emergency notifications to police and fire departments
- Emergency notification numbers

Specific Procedures Based on Security Posts:

- Specific response and responsibility, during a security alarm
- Specific response, and responsibility, during a fire alarm
- Specific response, and responsibility, during a natural disaster emergency
- Emergency Evacuation Plan
- Alarm annunciation panels: identification and silencing

- Location and purpose of essential fire detection and suppression, system element: location and use of hand-held fire extinguishers
- Building overview, location of elevators, restrooms, departments, loading dock areas, key areas within building and surrounding buildings
- Patrol procedures
- Admittance procedures, including after-hours procedures
- Keys and equipment
- Important phone numbers
- Specific incident and routine recording and reporting

e) Group One P: Parking

Primary Responsibilities:

- Provide directional traffic guidance.
- Render emergency assistance if needed.
- Monitor parking lots during events
- Other duties as assigned.

f) Group Two Guest – Guest Services Attendant

All personnel will have a distinct uniform and be responsible to provide guests, employees, clients, and entertainers, with the highest levels of customer service.

Typical duties to be performed may include, but are not limited to, the following:

- **Entrance Control:** Operate and enforce a system of personnel identification and a package inspection and movement procedure.
- **Roving Patrol:** Make security, fire and safety patrols as directed.
- **Rules & Regulations:** Observe for compliance to Company rule and regulations.
- **Lost & Found:** Perform procedures for lost and found articles as prescribed.
- **Unauthorized Access:** Discover and detain persons attempting to gain unauthorized access to the property.
- **Reports & Records:** Prepare and submit required reports on accidents, fires bomb threats, unusual incidents, and unlawful acts.
- **Emergencies:** Respond to emergency situations as required by established procedures.
- **Safety:** Observe and report safety hazards as required by established procedures.

g) Usher/Door Guard/Ticket Takers

Primary responsibilities:

- Provide general directional guidance regarding seating and other guest areas.
- Accept tickets from guests and secure areas from unauthorized entry.
- Assist in maintaining fire exits and providing emergency procedures.
- Assist with inspection of ticketholders for unauthorized items as directed by building management.
- Assist with light custodial duties for multiple event performances.
- Provide any assistance or service to guest or client as needed.
- Provide alcohol enforcement per the State of Washington rules and regulations.

h) Group Two Security – Security Services

All watch personnel will have a distinct uniform and be responsible to provide guests, employees, and entertainers with the highest levels of customer service.

Primary Responsibilities:

- Monitor, document, control, and verify, building access.
- Monitor, document, control, and verify, deliveries of facility supplies and equipment.
- Staff the 24-Hour Security in entrance twenty-four (24) hours per day, seven days per week.
- Provide building patrols and checks to control facility access.
- Monitor automated surveillance cameras.
- Provide any assistance or service as needed.
- Greater Tacoma Convention Center Policies & Procedures
- Greater Tacoma Convention Center Chain of Command
- Greater Tacoma Convention Center Corporate Organization
- Role of Greater Tacoma Convention Center's Security Control Center
- Rules of conduct
- Smoking prohibition
- Weapons prohibition
- Parking restrictions
- Arrest and detention prohibition
- Visitors Parking
- After-hours admittance procedures
- Procedures for deliveries and packages
- Property removal policies & procedures and authorization list
- Bomb threat policies and procedures
- General incident (and recurring incident) reporting
- Natural disaster emergency response and responsibilities

- Response, and responsibility, during an elevator emergency or other safety emergency
- Key control
- Phone system procedures
- Notification procedures, including after-hours notification and policy on emergency notifications to police and fire departments
- Emergency notification numbers

Specific Procedures Based on Security Posts:

- Specific response and responsibility, during a security alarm
- Specific response, and responsibility, during a fire alarm
- Specific response, and responsibility, during a natural disaster emergency
- Emergency Evacuation Plan
- Alarm annunciation panels: identification and silencing
- Location and purpose of essential fire detection and suppression, system element: location and use of hand-held fire extinguishers
- Building overview, location of elevators, restrooms, departments, loading dock areas, key areas within building and surrounding buildings
- Patrol procedures
- Admittance procedures, including after-hours procedures
- Keys and equipment
- Important phone numbers
- Specific incident and routine recording and reporting

7) Insurance/Hold Harmless

The selected Proposer(s) will be required to provide to the City the following insurance coverages for all activities conducted by the contractor in the performance of its duties to include the actions of each person whose services are supplied under the Contract.

- a) Insurance. The contractor shall, prior to commencement of work under any contract resulting from this Request for Proposal(s), provide the City of Tacoma with a Comprehensive General Liability insurance policy, with policy limits to the level of their current/existing policies but not less than \$2,500,000. single limit combined. Per occurrence and in the aggregate.

This insurance policy will include all the coverages, as follows, commonly known to the insurance industry as:

- Premises/Operations Liability
- Blanket Contractual Liability
- Personal Injury. This Endorsement will be extended to provide coverage for Assault and Battery and Unlawful Search.
- Products/Completed Operations Liability

- Automobile Liability for Vehicles owned, non-owned, leased, borrowed, or hired.
- Employers Liability, Stop Gap.
- Crime coverage on an "all risk" basis for losses both inside and outside the Tacoma Dome covering: Blanket Fidelity (All Employees); Theft, Disappearance, and destruction coverage; and any loss from safe(s). Said coverage shall be in limits of not less than \$50,000 for any loss and shall have a deductible of not more than \$1,000 for any loss.
- Workers Compensation and employer's liability—statutory limits.

The foregoing insurance policy shall:

- Name the City of Tacoma as an "Additional Insured".
- State that it is primarily on behalf of the City of Tacoma, regardless of what insurance the City may otherwise maintain.
- Provide for not less than thirty (30) days' advance written notice of a material change to the policy or cancellation, City of Tacoma to be among those Copied.

#### 8) Contract/Performance Bond/Non-Collusion Affidavit

- a) Execution of Contract. The Bidder to whom the Contract is awarded, hereinafter called the Contractor, shall enter into a Contract with the City of Tacoma within 10 days after receipt from the City of Tacoma of a properly prepared Contract. In addition, the Contractor will do all things required to promptly perform this Contract pursuant to the terms of this Contract. If a Performance Bond is required, it must also be provided within the 10-day period.
- b) Performance Bond. The contractor will provide a Performance Bond in a form acceptable to the City in an amount of \$50,000 to assure performance under this proposed contract.
- c) Said Performance Bond shall be conditioned upon contractor's faithful performance and upon payment of monies due or obligations owing to the City and to all employees of contractor.
- d) 3.Non-collusion Affidavit. Each Proposer(s) shall provide a NOTARIZED non-collusion affidavit in the form attached hereto as Attachment D, warranting thereby that its bid is genuine and not entered in collusion with any other Proposer(s) or person.

#### 9) Permits, Licenses, and Taxes

All requirements of City, State, and Federal regulations pertinent to the conduct of business in Tacoma, Washington shall be complied with, including business licenses, security licenses, etc. The selected contractor shall, at its own expense, procure and keep in force during the entire period of the contract, all permits, and

licenses required by all such laws and regulations. All City, State and Federal taxes shall be the sole responsibility of the contractor.

10) Wages

The contractor must agree to pay at least Federal or State minimum wage rates, whichever is required by law, to those under its employ. The contractor shall agree to pay promptly when due all wages accruing to its employees.

11) Independent Contractor

The selected Proposer(s) shall be an independent contractor for the provision of services required hereby and shall not be an agent of the City of Tacoma.

**b. Proposer Qualifications**

1) History of Performance

Proposer(s) must provide documentation demonstrating previous satisfactory performance for provision of specified services herein, including, but not limited to:

- a) Documentation demonstrating expertise and experience of not less than five years in the field of guest services, crowd management, and facility protection for a large multi-purpose public assembly facility.
- b) Documentation listing in detail all current contracts and listed separately contracts in similar facilities. These lists should include performance history, length of contract, scope of contract, and the name of the person who administers the contract for each facility.
- c) Documentation listing in detail all previous contracts and reasons for contract termination.
- d) Documentation listing in detail awards or examples of exemplary services provided.

2) References

Proposal(s) must provide name, title, current address, and phone number of references who will verify information provided. All personnel named must provide written consent allowing City to verify information contained in proposal(s).

### 3) Management Capacity

All management staff representation at the Tacoma Dome will be subject to approval by the Dome Director.

- a) Management and Supervisory Staff. Proposer(s) must provide detailed information showing proposed management and supervisory staff having the ability and experience to effectively train, organize and supervise personnel necessary to perform all functions required herein to include an organizational chart outlining positions and lines of responsibility. Proposer must have a member of their management staff on hand during all events. Proposer must have a manager dedicated to the Tacoma Dome and Greater Tacoma Convention and Trade Center. In the case that one company is awarded the contract for both facilities, there must be a manager assigned to each facility.
- b) Proposal(s) must provide name, present title, current address, education and work history of all training, supervisory and management personnel who will act for Proposer(s) in carrying out the proposed contract. All personnel named must provide written consent allowing City to verify information contained in proposal(s).
- c) Proposer(s) Company Policies and Guidelines. Proposer(s) must provide a manual (at least one copy of which will be retained by the City) which describes in detail the company's standard operating procedures. Such procedures must, in addition to providing for a written basis for operations at all levels, cover the following:
  - Company philosophy of customer service and crowd management.
  - Leadership and supervisory training programs
  - Employee code of conduct expectations and policies.
  - Company training policy and procedures.
  - Uniform, appearance, and grooming policies.
  - Methods and procedures of accounting for staff time and payroll procedures, including methods for assuring and accounting for proper tax, social security and other required state and federal withholdings.
  - Methods and Procedures used to enforce facility policies, facility regulations, and developing situations (i.e., no smoking policy, searches, ejections, medical responses, maintaining clear aisles, and fire regulations)
  - Money control procedures, including auditing.
- d) Recruitment and Management. The Contractor shall describe the recruitment process for new and replacement personnel. This should include the procedures for recruiting an incumbent security Contractor personnel as a result of Contractor changeover. All applicable governmental laws and regulations must be adhered to in the recruiting and hiring process.

The successful Contractor(s) will provide properly screened, trained, supervised, and uniformed personal to provide services as generally identified in this section. Specific security services for each site will be established in the form of post

orders as developed by discussions with TVE management and City Staff and the selected contractor following contract award.

e) Personnel Risk Assessment

Guest Services and 24-hour Security Officer job responsibilities will require that they have authorized physical and cyber access to critical assets and will be exposed to protected information. The selected contractor employees will be required to complete a seven-year background check and Social Security number verification for all officers assigned to TVE Facilities.

Additionally, the PRA Certification must be completed before any officer is granted authorized cyber and/or unescorted physical access to Tacoma Venues and Events Critical Cyber Assets, and/or access to Protected Critical Cyber Asset Information. No officer that is deemed ineligible to have such access shall be assigned to any position requiring such access.

The Contractor shall detail its application process to include:

- Interviewing
  - Testing, by type
  - Physical examinations if any
  - Drug Testing
  - Background investigations, by type and degree
  - Training and work experience verification
- \* Include sample application form, along with additional supporting document with your bid.
- \* Include individual forms documenting each step of the application process and background investigation with your bid.

Please provide your company's standards as they relate to:

- Education
- Employment Background
- Criminal Record
- Driving Record
- Financial Responsibility
- Literacy
- Physical Ability
- Freedom from Drug Use
- Appearance
- Public Relation Skills
- Compliance with Registration Laws
- Age

- f) Training: All personnel must be thoroughly trained in all aspects of Proposer(s) and facility's policy. Basic patterns should be developed from this training to ensure

smooth and efficient operations. A written manual covering training procedures must be furnished with the proposal(s). This manual must demonstrate a detailed and fully developed operational plan for contractor's performance and a detailed plan for training contractor's personnel. The plan should include the amount of time devoted to each training topic and the time intervals between training sessions. Such training manual must also describe in detail contractor's plan for training personnel in the following:

- Guest service and guest relations training.
- Crowd psychology.
- Emergency evacuation and medical procedures.
- Non-violent crisis intervention.
- Money control and storage procedures.
- Communications procedures.
- Incident reporting, documentation, and court appearance procedures.
- ADA training.
- Blood borne pathogen training.
- Alcohol rules and regulations for the State of Washington

- g) Specialized Training: In addition to classroom training and on-the-job training, the Contractor is required to ensure training for all security officers in CPR and First Aid. Officers shall receive this training annually.

In providing this specialized training to employees, the Contractor shall assume that Officers may be acting as First responder while assigned to the Tacoma Dome and Greater Tacoma Convention Center. They will comply with the consequent legal requirements, including OSHA's blood-borne pathogen standard.

- h) Ongoing Training: The Contractor shall provide ongoing training to Officers after their initial Security Post training, to ensure that any new policies and procedures are learned. The Contractor should explain in detail their programs of ongoing training, including new material updates, and any extension courses offered. Ongoing training should be scheduled during an employee's normal tour of duty.

Should employees be required by the Tacoma Dome and Greater Tacoma Convention Center to participate in additional training provided by Tacoma Dome and Greater Tacoma Convention Center and should such training not be possible during the normal shift of the Security Officers, the contractor agrees to schedule such training as additional coverage, with the prior written approval of the Tacoma Dome and Greater Tacoma Convention Center Security Management, and may bill Tacoma Dome and Greater Tacoma Convention Center for such coverage on an overtime basis. It is understood however, that this requirement is unlikely to occur, and that the sole responsibility for ongoing training of personnel assigned to Tacoma Dome and Greater Tacoma Convention Center resides with the Contractor.

\* *Provide sample training material & training documentation material.*

- i) **Event Staffing.** Proposer(s) must provide a crowd management plan with staffing levels and diagram the placement of staff in each category of staff previously described as Group One Services for each of the following hypothetical event examples:
- j) **Reserved Seat Concert** - An arena event with all parking lots and doors open, an attendance of 15,000, and little likelihood of a major disturbance. Alcohol will be served and there will be a beer garden operated outside prior to the event which has a capacity of 1000. The show will load in at 8:00 a.m., doors open will at 6:30 p.m. and the show will run from 8:00 p.m. to 11:00 p.m. (i.e., Adult Contemporary, Country, and Western).
- k) **Reserved Seat Concert** - An arena event with all parking lots and doors open, an attendance of 21,500 and the potential for "explosive crowds ", or the likelihood of damage to the building or guest injuries in and around the facility. This will be a very aggressive crowd. The show will load in at 6:00 a.m., doors open at 6:30 p.m. and the show runs from 8:00 p.m. to 11:00 p.m. (i.e., Alternative, Hip-Hop, Hard Rock).
- l) **Split House Concert** - Floor is General Admission / Bleachers are Reserved Seating - An arena event with all parking lots and doors open, an attendance of 16,000 and the potential for "explosive crowds " or the likelihood of damage to the building or guest injuries in and around the facility. The show will load in at 8:00 a.m., doors open at 5:30 p.m. and the show runs from 7:00 p.m. to 11:00 p.m. (i.e., Alternative, Hip-Hop, Hard Rock)
- m) **Family Show - Multiple Performances** - An arena event with the parking lots 80% full, all doors open, an average per show attendance of 4,500. All doors open one hour prior to each performance, with evening performances Wednesday through Friday at 7:30 p.m., three performances on Saturday (12 Noon, 4:00 p.m. and 7:30 p.m.) and two on Sunday (2:00 p.m., 7:30 p.m.). Large walk-up ticket sales are expected for each event.
- n) **Flat Show - Three Day Show** - An exhibition hall event with the parking lots 50% full, only the exhibition hall lobby doors open, and a total show attendance not to exceed 5,000. Show hours from 10:00 a.m. to 8:00 p.m. Friday through Sunday. Load-in begins at 6:00 a.m. Wednesday, and load-out begins immediately following the close of the show Sunday evening.
- o) **Facility Watch and Control.** Proposer(s) must provide a management plan for both event and non-event periods. The plan must include staffing levels and diagram the placement of staff previously described as Group Two Services. In addition, this plan should include forms and procedures designed to:
- Monitor, document, control, and verify, building access.
  - Monitor, document, control, and verify, deliveries of facility supplies and equipment.
  - Provide building patrols and checks to control facility access.

#### **d. Proposer(s) Costs and Responsibilities**

Proposer(s) must provide, at its own expense, all equipment and supplies necessary to allow the highest level of performance by its personnel in the performance of all duties outlined herein. At a minimum, Proposer(s) shall provide the following:

- 1) Distinctive uniforms must be furnished and worn by all personnel. In addition, waterproof and safety-reflective clothing for all outside personnel must be provided. All such uniforms may be similar in design but must be different in color as to each type of personnel furnished. All uniforms MUST be approved in advance by the TVE Director, TVE Deputy Directors and the Security Manager. This approval includes appropriate logo designations. All uniforms must be always maintained in a clean and professional manner and must be replaced by proposer(s) when quality appearance cannot be obtained due to wear and tear. All uniforms must have an approved Tacoma Dome or Greater Tacoma Convention and Trade Center logo.
- 2) Lights, flashlights, clicker counters, hand-held radios, and all other signaling and communication equipment shall be provided by the Proposer(s) and must have the capability of communicating with the facility staff, on-site security, police, and fire personnel. Proposer(s) must demonstrate sufficient communication ability to insure performance during peak-event and emergency situations. All such equipment must be approved by the Tacoma Dome Director.
- 3) Other equipment and supplies necessary to conduct the duties and responsibilities outlined herein to include, but not limited to, office equipment, duplicating machine, fax machine, telephone services, office supplies and cash handling security, and storage. Additionally, Group One Proposer(s)s will be required to provide handheld metal detection equipment in such quantity to perform facility entry searches for a sold-out event (minimum of 20 hand-held units).
- 4) Employment of Existing 24-hour Security Officers
  - a) To provide operational continuity, the successful bidder(s) shall employ existing 24-hour officers currently assigned to TVE facilities at their respective assignments, if each officer meets the employment standards of the successful bidder(s), including the personnel risk assessment
  - b) Existing officers that meet the successful bidder(s) hiring standards shall be retained on a probationary basis for 90 days. At the end of the 90-day probationary period, the Contractor shall perform a written performance evaluation of each employee. If the evaluation is satisfactory, the Contractor shall offer the retained employee continued employment under the terms and conditions established by the City contract specifications or as required by law.

- c) These requirements do not affect the right of the Contractor to discipline or terminate employees as required during the contract, such as terminations for serious personnel infractions, and Contractor shall continue to have the responsibilities normally practiced for personnel management.
  - d) TVE reserves the right to require the Contractor to remove Contractor employees from working at TVE facilities.
  - e) Proposing firm(s) should comment if they have any reservations or concerns about this arrangement.
- 5) TVE will supply a single office space for contract/site manager. More office and or storage space may be available for rent under a separate agreement.

**e. Price Proposal(s)**

Proposer(s) shall offer to provide the services described herein at hourly rates. A list of estimated annual hours for each staffing category is listed below. **These are estimates only and are intended to provide general information for planning purposes.**

a) <b>Group One – Guest Services</b>	<b><u>Estimated Hours</u></b>
i. Usher / Ticket Taker	33,600 per year
ii. Supervisor / Impairment Team	8,400 per year
iii. Parking	16,000 per year
b) <b>Group One - Security</b>	17,520 per year
c) <b>Group Two – Guest Services</b>	2,089 per year
d) <b>Group Two - Security</b>	11,080 per year

2) Company Wage and Benefits

Starting pay rates must be adequate to ensure that the Proposer(s) is able to employ top quality service personnel and must comply with all Federal and State minimum wage regulations. All proposal(s) must include:

- a) Proposed rate of hire for managers, supervisors, and attendants.
- b) Proposed rate charged to client for managers, supervisors, and attendants.
- c) Identify merit pay increases or applicable step increases.
- d) Employee Benefits (if any).

3) Wages

Proposer(s) must provide wage scales per hour, for all positions described in the following format.

**Positions 1/1/24-12/31/24 & 1/1/25-12/31/25**

Usher/Door Guard	\$HR	\$HR
Ticket Taker	\$HR	\$HR
Event Security Guard	\$HR	\$HR
Event Supervisor Event Manager	\$HR	\$HR
Parking Attendant	\$HR	\$HR
Parking Supervisors	\$HR	\$HR
24 Hour Security	\$HR	\$HR
24 Hour Security Lead	\$HR	\$HR
Impairment Enforcement	\$HR	\$HR

**f. Selection Process**

The Tacoma Dome Director, Deputy Directors, and Security Manager and their designees will evaluate all recommendations and make final selection of all proposal(s). They reserve the right to accept in part, accept in full, or reject any and all proposal(s). The City may request one or more of the Proposer(s) to appear to provide further information and/or clarification of proposal(s) submitted.

**g. Proposal Evaluation**

Evaluations of the proposal(s) will be based upon compliance with terms and conditions of the Request for Proposal(s) and other criteria, including but not limited to, the following:

- 1) Qualifications and experience of the firm(s) relevant to this proposal(s) (75% weight); and
- 2) Price proposals (per section IV. B.) (25% weight)

## PF23-0245F Price Proposal Form (Revised)

Lowest responsive, responsible bidder will be determined by the total of the price column and unit price will govern any discrepancy between unit price and price columns.

Cleaning Task	Unit Price	Bid Qty	Price 1/1/24-12/31/24	1/1/25-12/31/25
Usher / Door guard			\$	\$
Ticket Taker			\$	\$
Event Security Guard			\$	\$
Event Supervisor			\$	\$
Event Manager			\$	\$
Parking Attendant			\$	\$
24 hour Security			\$	\$
24 hour Security Lead			\$	\$
Impairment Enforcement			\$	\$

State the Hourly rate for additional services (as approved): \$\_\_\_\_\_.

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**APPENDIX B**

Signature Page

Sample Contract

City of Tacoma Insurance Requirements

## SIGNATURE PAGE

### **CITY OF TACOMA Tacoma Venue & Events**

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. PF23-0245F 24-Hour Security Guest Services for TVE**

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.***

## 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 XXXXXXXXX {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)**

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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

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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

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

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

## 2. SUBCONTRACTORS



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## INSURANCE REQUIREMENTS FOR CONTRACTS

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

### 3. REQUIRED INSURANCE AND LIMITS

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

#### 3.1 Commercial General Liability Insurance

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

#### 3.2 Sexual Misconduct or Abuse & Molestation Liability Insurance

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

#### 3.3 Workers' Compensation

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

#### 3.4 Employers' Liability Insurance

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

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

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

#### 3.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.



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## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 3.7 Other Insurance

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