REQUEST FOR PROPOSALS CT22-0358F

Uniformed Security

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, December 20, 2022

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, bids@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.

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

bids@cityoftacoma.org

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

Bid Opening: Sealed submittals in response to a RFB will be opened Tuesday’s at 11AM by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11AM. Attend via this link or call 1 (253) 215 8782.

Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

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

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

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

Project Scope: Provide uniformed security officers at various City of Tacoma and Tacoma Public Utilities locations.

Estimate: $11,500,000
**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. For more information, visit our Minimum Employment Standards Paid Sick Leave webpage.

**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 Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

**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 Tad Carlson, Senior Buyer by email to tcarlson@cityoftacoma.org

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

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

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

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

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<th><strong>The following items make up your submittal package:</strong></th>
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**After award, the following documents will be executed and provided:**

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1. BACKGROUND

The City of Tacoma (City), Tacoma Public Utilities (TPU), is seeking proposals from qualified firms to provide Citywide unarmed, uniformed security officer services for general surveillance purposes at multiple facilities including the Utilities Administration Complex in Tacoma, WA, the Cowlitz River Project in Silver Creek, WA, the Cushman Hydroelectric Project in Shelton, WA, The Nisqually River Project in La Grande, WA, and the Green River Operations Center, in Ravensdale, WA. City of Tacoma facilities which includes the City of Tacoma Municipal Complex and the Environmental Services Solid Waste Management (SWM), the Greater Tacoma Convention Center in downtown Tacoma, the Tacoma Dome, and other City facilities. 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 City facilities and TPU 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 Part 4 - SCOPE. TPU and 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.

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

The City anticipates awarding multiple contracts but reserves the right to award a single contract if it is viewed to be in the best interest of the City.

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

2. STANDARD TERMS AND CONDITIONS

City of Tacoma Standard Terms and Conditions apply.

3. MINIMUM REQUIREMENTS

3.1 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.

3.2 Must be a licensed firm with Washington State

4. SCOPE OF WORK AND DELIVERABLES

4.1 Purpose

The primary purpose to be achieved by retention of these services is to provide Citywide uniformed security officers at City of Tacoma Facilities, Tacoma Public Utilities, specified locations and various City Departments locations. Other outside agencies may be using this contract through an Interlocal Agreement.

The purposes to be achieved are:
4.1.1 To prevent unauthorized vehicles and individuals from entering controlled areas.

4.1.2 To prevent unauthorized use of departmental facilities, vehicles, equipment, and materials.

4.1.3 To observe the movement of personnel, equipment and supplies within controlled areas.

4.1.4 To observe facilities and equipment to help ensure security of property and assets.

4.1.5 To provide safe and secure access to controlled areas for approved individuals.

4.1.6 To provide a security presence for the general safety of employees, contractors, customers, and the public.

4.1.7 To provide an appropriate response to security incidents, equipment failure, natural disasters, or other events as directed.

4.1.8 To provide professional advice on security-related matters.

4.1.9 To monitor access control, CCTV, and alarm systems and respond to events as directed.

4.1.10 To provide detailed and accurate reporting of events and activities.

4.2 Business and Personnel Requirements

4.2.1 Overview
The successful bidder(s) will provide properly screened, trained, supervised, and uniformed officers 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 TPU management and City Staff and the selected contractor following contract award.

4.2.2 Personnel Risk Assessment
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 TPU and City Facilities. TPU and City staff will conduct these checks and determine whether employees are eligible to be granted access pursuant to the Tacoma Power PRA Program.

Additionally, the PRA Certification must be completed before any officer is granted authorized cyber and/or unescorted physical access to Tacoma Power's 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.

4.2.3 Employment of Existing Officers
1. To provide operational continuity, the successful bidder(s) shall employ existing officers currently assigned to TPU and City facilities at their respective assignments, if each officer meets the employment standards of the successful bidder(s), including the personnel risk assessment required by Section 5.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.

2. 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.

3. TPU and City reserves the right to require the Contractor to remove Contractor employees from working at TPU and City facilities.

4. Proposing firm(s) should comment if they have any reservations or concerns about this arrangement.

4.2.4 Confidentiality Agreement
A CIP Confidentiality and Non-Disclosure Agreement will be required to be entered into for the successful bidder(s) that are granted authorized cyber and/or unescorted physical access to Tacoma Power's Critical Cyber Assets, and/or access to Protected Critical Cyber Asset Information. The successful bidder(s) shall be required to read and sign the agreement, in which the successful bidder(s) expressly acknowledges access to proprietary and confidential information and agrees to take reasonable precautions to safeguard this information.

The Tacoma Power CIP Confidentiality and Non-Disclosure Agreement is included.

4.2.5 Uniforms
TPU and City is committed to a properly and professionally outfitted security officer force, wearing uniforms that are tailored and well-maintained. Following contract award, and prior to the implementation of officer services, the successful bidder(s) shall work with TPU and City to provide acceptable uniforms that present a professional image and favorable impression.

A TACOMA PUBLIC UTILITIES

1. At a minimum, uniforms will meet the following requirements:
2. Security officers assigned to the Security Monitoring Center shall wear business casual pants and a uniform polo shirt.
3. Security officers assigned to the Main Lobbies of TPU shall wear a blazer-style uniform jacket with undershirt and tie.
4. Standard uniforms for all other officers shall be a police/military style.
5. All officers will be required to wear a ballistics vest rated by National Institute of Justice (NIJ) Level IIIa or higher.
6. Security officers will be regularly exposed to extreme weather, including freezing temperatures and wet environments, and the comfort and safety of the officer shall be considered. The successful bidder(s) shall provide
appropriate weather-proof outerwear for all officers within fourteen (14) days of contract implementation.

B TACOMA MUNICIPAL BUILDING
1 Security officers assigned to the Main Lobbies of TMB and TMBN shall wear a blazer-style uniform jacket with undershirt and tie.
2 Standard uniforms for all other officers shall be a police/military style.
3 Security officers will be regularly exposed to extreme weather, including freezing temperatures and wet environments, and the comfort and safety of the officer shall be considered. The successful bidder(s) shall provide appropriate weather-proof outerwear for all officers within fourteen (14) days of contract implementation.

4 ENVIRONMENTAL SERVICES – SOLID WASTE MANAGEMENT
5 Security officers assigned to the Solid Waste Management shall wear standard police/military style uniforms.
6 Security officers are required to wear a safety vest at Solid Waste campus. The safety vest will be provided by Solid Waste Management.
7 All officers will be required to wear a ballistics vest rated by National Institute of Justice (NIJ) Level IIIa or higher.
8 Security officers will be regularly exposed to extreme weather, including freezing temperatures and wet environments, and the comfort and safety of the officer shall be considered. The successful bidder(s) shall provide appropriate weather-proof outerwear for all officers within fourteen (14) days of contract implementation.

4.2.6 TRAINING
A Minimum training for site-specific procedures once a security officer is posted is (60) hours. Training will only be conducted by fellow security offices that have a minimum of 1000 hours at each respective facility.
B In addition to site-specific training, prior to being assigned to the TPU and City accounts, security officers shall receive at least eight (8) hours of training on the following:
1 Public relations and customer service,
2 CPR and basic first aid (will be required to remain current),
3 Basic emergency first responder procedures and protocol,
4 Security patrol, detection, and deterrent methods,
5 Basics computer training to include a proficiency in Microsoft Office 2010 or higher,
6 Proper security report writing skills.
Training received prior to assignment to the TPU and City accounts, and during the initial 60-hr site-specific training period, shall not be billed to TPU or City.

On-going training and professional development will be required for each Security Officer. The expected time dedicated to on-going training and professional development will no less than forty-eight (48) hours a year. The expectation of this requirement is a combination of on-the-job training to enhance skills and abilities as well as focused and specialized training in a classroom or web-based learning environment.
Officers traveling for training to locations that are different than their regularly assigned location shall be compensated .55 cents per mile from their regularly assigned location to the training location.

4.2.7 EQUIPMENT
TPU and City will provide necessary keys, phones, radios, or other equipment necessary for the officer to perform his/her duties to meet TPU and City requirements.

4.2.8 WAGES
TPU and City is a diverse organization with significant assets to be protected, including assets defined as critical per federal regulation. TPU and City requires officers to be knowledgeable, technically skilled, and able to recognize, respond, and report on various security and operational events. TPU and City considers a wage commensurate to the criticality of assigned officer duties essential to continuity of operations by attracting and retaining qualified officers.

A proposed wage table is included in Appendix C shall apply to any new officer posted at a TPU and City facilities based on their date of hire, or any officer promoted to a new position based on their position seniority date. Base Wage Step 2 shall be applicable to officers completing at least 9 months of service based on their position seniority date. Upon contract implementation all wages shall be set at the appropriate Base Wage Step. Officers shall receive their standard rate of pay regardless of the duties being performed that may be that of a higher or lower classification within the contract (for example, if a TPU Admin Campus officer fills in for a TPU Admin SMC officer or a Hydro Project Site Lead, they shall receive the wage of their permanent position).

Proposing firm(s) should comment if they have any reservations or concerns about proposed wages.

Any request for wage adjustments may be evaluated against various markets, including but not limited to the Consumer Price Index for All Urban Consumers (CPI-U), not seasonally adjusted, for the Seattle-Tacoma-Bremerton, WA Index for All Items, Base Period 1982-84=100, for the comparable period, with a minimum of 0% and a maximum of 5% wage adjustment, as well as state/federal regulations and/or minimum wage changes that would require a wage adjustment.

Wages for on-going training and professional development noted in Section H “Training”, shall be at each officer’s position wage.

4.2.9 BENEFITS
At a minimum, security officers assigned to TPU, and City facilities shall receive the benefits proposed in the Proposal for Uniformed Security Officer Services Sheet that are included in the standard billing rates and are therefore used in the evaluation of bids.

Officers shall receive a payout of their accrued leave balances at the end of employment with the successful bidder(s), including the conclusion of the contract.

4.3  Facility Information

4.3.1 Tacoma Public Utilities
Tacoma Public Utilities (TPU) is a municipally owned and operated utility, providing electric power, water, and railroad freight switching services to customers within Tacoma
and the surrounding areas. The headquarters of Tacoma Public Utilities is at the Utilities Administration Complex.

Tacoma Power owns and operates the Utilities Administration Complex. It is a secure facility, enclosed by a combination of fencing and building structures. The Utilities Administration Complex consists of two (2) administration buildings, one (1) garage building, one (1) warehouse building, one (1) shop building, two (2) operations buildings, multiple storage structures, a secure yard for vehicle parking and equipment storage, and eight (8) publicly accessible parking lots. The complex covers almost 55 total acres. The Administration Building North (ABN) is unlocked and open to the public from 7:30a until 5:30p, Monday thru Friday.

Tacoma Power owns and operates three (3) hydroelectric projects located within 80 miles of Tacoma. Each of these projects has an administrative and operations center, two (2) dam sites, two (2) powerhouses, at least two (2) staff residences, and at least one (1) public park.

Tacoma Water’s Green River Operations Center consists of an administrative office, one (1) intake dam, fish capture facilities, five (5) treatment operations buildings, four (4) water tanks, one (1) filter plant engineering office, one (1) maintenance shop, one (1) operations storage building, and one (1) ozone building. The Operations Center is located 13 miles northeast of Enumclaw on the Green River Headworks Road.

4.3.2 City of Tacoma – Public Works – Facilities Management
Tacoma Public Works - Facilities Management is a municipal operating division providing facility related services to multiple departmental customers. Primary services under this contract will be within the Tacoma Municipal Complex which consists of two separate office buildings connected via a parking garage. The Tacoma Municipal Complex is the City Hall for Tacoma which receives a lot of public activity including daily walk-in customers and meetings.

Certain floors and areas of TMB/TMBN are generally unlocked and open to the public from 7:45am until 5:00pm, Monday thru Friday. Occasional early morning and evening meetings may require the portions of the facility be open outside these normal working hours.

Facilities Management is also responsible for other department owned facilities (roughly 50 facilities) which this contract may also provide services for throughout the term of the contract.

4.3.3 City of Tacoma – Solid Waste Management
The Solid Waste Management Division provides safe, reliable, sustainable, and well-integrated solid waste management services to the citizens and businesses of Tacoma. Our goal is to be a leader in the industry by creating cost-effective programs to sustain a high quality of life and increase customer satisfaction with innovative approaches in collection, processing, waste disposal, recycling, and waste reduction programs. We aim to protect the environment, contribute to public health and safety, meet, or exceed regulatory requirements and consistently exceed customer expectations while improving the quality of life in Tacoma.
An electronic access control system is used at various facilities to control and monitor access into non-public areas. Perimeters and buildings are also monitored via various intrusion detection methods, including door contacts and motion detection systems. Closed circuit television (CCTV) is used throughout the Utilities Administration Complex, Tacoma Municipal Building (TMB), Environmental Services Solid Waste Management (SWM) and at other remote sites for general surveillance and is monitored by the on-site officers at each location.

The successful bidder(s) will provide qualified, knowledgeable, and technically skilled staff able to recognize, respond, and report on various security and operational events.

4.3.4 City of Tacoma – Tacoma Dome and Greater Tacoma Convention Center
Tacoma Venues & Events (TVE) is a city owned and operated department, providing rental space and guest services to customers within Tacoma and the surrounding areas. The headquarters of Tacoma Venues & Events is located at the Greater Tacoma Convention Center. The City of Tacoma Venues & Events Department owns and operates the Tacoma Dome Complex. It is a secure facility, partially enclosed by a combination of chain link fencing, concrete jersey barriers, removable bollards, and dual pole metal swing gates. The Tacoma Dome Complex consists of one (1) main building that is one of the largest wood domed structures in the world, multiple ticket booth structures, a fenced yard for vehicle parking and equipment storage, and ten (10) publicly accessible parking lots. The complex covers almost 8 total acres.

The GREATER TACOMA CONVENTION CENTER (GTCC) has 119,000 square feet of meeting room, ballroom, lobby, pre-function space and office space spread across 5 floors. GTCC also includes a facility parking garage located on the 2nd level and an outdoor parking area located on the 5th level loading dock space on Market Street.

4.4 Scope of Work
The following is a discussion of scope of services by site, including their location, minimum security requirements and other considerations. The word “officer” is used throughout to refer to uniformed security officers. Security procedures will be as defined by the City and TPU management at each site and specified in the form of written post orders for the site. Additional officer services beyond what may be indicated below may be required during the contract period.

4.4.1 TPU Administration Complex
A Location
3628 South 35th Street, Tacoma, WA 98409

B Security Monitoring Center Command Officer
One (1) officer is to be on duty in the Security Monitoring Center (SMC) 24 hours per day, seven (7) days per week. The tasks of this officer will include, but are not limited to, the following:

1 Provide uniformed service, information and directions to the campus community and visitors in the primary nerve center for all security operations.

2 Perform clerical duties, detailed record keeping, document all information into the dispatch computer daily activity log.
Assist in the coordination of shift and office activities during normal and emergency operations.

Receives and responds to emergency and non-emergency calls from the public, system dispatchers, employees, customers and law enforcement agencies via telephone, radio systems, direct observations, and e-mail.

Monitor various life safety and security alarm systems for multiple locations.

Monitor CCTV systems for multiple locations.

Process and evaluates information received, prioritize calls and dispatch emergency response as appropriate.

Monitor and coordinate police/emergency response activity.

Maintain status and locations of security personnel.

Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.

Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.

May assist in providing on-the-job training for other Monitoring Officers and submit progress reports and evaluations on trainees.

Perform other related duties as assigned.

C Campus Officer
One (1) officer is to be on duty at the TPU Administration Complex 24 hours per day, seven (7) days per week. One (1) additional officer at the TPU Administration Complex as requested (current shift is 24/7). The tasks of this officer will include, but are not limited to, the following:

Provide a uniformed presence for the safety of campus community and visitors.

Conduct routine and special requests for locking and unlocking of campus buildings.

Issue warnings for parking violations.

Patrol on foot and vehicle providing security for campus buildings and grounds and guard against crime, including theft and vandalism.

Investigate complaints and incidents according to established procedures.

Provide security escort services as requested.

Assist police and other emergency responders as necessary.

Prepare incident reports, log calls received and complete other record keeping as required.

Respond to Command Officer and other requests for service.

Operate an employee shuttle.

Provide routine breaks for the Command Officer, Main Gate Officer, and Lobby Officer.

Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.

Maintain appropriate security and confidentiality of information created or
The duties and the prescribed courses of action required of the Campus Officer shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures, and familiarization with patrol areas will be essential to appropriate fulfillment of the requirements of the position.

D Main Gate Officer – Monday through Friday Service
One (1) officer is to staff the Security Guard House at the Main Gate during the regular operational hours in which the Power Yard is active, Monday through Friday, closed on City-observed holidays (current shift is 6a to 6p). The tasks of this officer will include, but are not limited to, the following:

1. Provide a uniformed presence for the safety of campus community and visitors.
2. Control traffic to and from main TPU Administration Service Yard and associated buildings and grounds.
3. Open traffic and pedestrian gates to allow entrance or exit of employees, vendors, deliveries, and authorized visitors.
4. Check credentials and issues passes visitors and temporary employee passes.
5. Direct visitors, vendors, and deliveries to various parts of grounds or buildings.
6. Monitor CCTV system for the TPU Administration complex.
7. Provide professional-level customer service when approached by utility customers with questions.
8. Respond to Command Officer and other requests for service.
9. Prepare incident reports, log calls received and complete other record keeping as required.
10. Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.
11. Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.
12. May assist in providing on-the-job training for other Main Gate Officers and submit progress reports and evaluations on trainees.
13. Perform other related duties as assigned.

The duties and the prescribed courses of action required of the Main Gate Officer shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures, and familiarization with Main Gate operations will be essential to appropriate fulfillment of the requirements of the position.
The Cowlitz River Project consists of two (2) dam sites, Mayfield and Mossyrock, and two (2) powerhouses which are contiguous with their respective dam, and three (3) fish hatcheries. Cowlitz administrative offices are on Mayfield Dam site grounds located on the continuation of Gershick Road, approximately two (2) miles south of Highway 12 at the above address in Silver Creek, WA (Gershick Road is at mile marker 80 on Highway 12). Mayfield Dam and Powerhouse are located at the foot of Mayfield Lake approximately one-half mile beyond the Cowlitz administrative offices on the continuation of Gershick Road. Mossyrock Dam and Powerhouse are located just off Highway 12, at the foot of Riffe Lake approximately 13 road miles east of the Cowlitz administrative offices. The Cowlitz Salmon Hatchery is located off Highway 12 in Salkum, WA, on the Cowlitz River approximately 6 road miles west of the Cowlitz administrative offices. The Cowlitz Trout Hatchery is located off Highway 12 in Toledo WA, on the Cowlitz River approximately 13 road miles west of the Cowlitz administrative offices. The Cowlitz Falls Fish Facility is located at the Cowlitz Fall Dam in Randle, Washington, on the Cowlitz River approximately 30 miles from the Cowlitz administrative offices.

The Cowlitz River Project has four (4) parks and one (1) public boat launch. Directions to Glenoma Community Park, Mayfield Lake Park, Mossyrock Park, Taidnapam Park, and the Kosmos Boat Launch.

B Minimum Security Requirements
Officers will be headquartered in the Mayfield Powerhouse Control Room. All security rounds will begin and end at this location. The Control Room has telephone communication, VHF radio communication, and CCTV and alarm monitoring equipment. Bathroom facilities are immediately available.

1 Shift changes will take place at the Mayfield Powerhouse Control Room.
2 For security rounds, the officer will be furnished a VHF radio and cellphone.
3 Officer Shifts.
   a Plant security requires one (1) officer on swing shift (2:30 p.m. - 11:00 p.m.) and graveyard shift (11:00 p.m. - 7:00 a.m.), Monday through Friday, and all shifts (24 hours per day) on Saturdays, Sundays, and Holidays. The Saturday and Sunday graveyard shift will be a nine-hour shift overlapping at the 7:00 a.m. – 8:00 a.m. hour to accomplish walk through inspections of the Mossyrock Powerhouse.
   b Park security may require, on a seasonal basis (approximately Memorial Day weekend through Labor Day weekend), officer coverage five (5) hours per day (to be determined by Project management) at Mossyrock Park, Thursday through Sunday, and Taidnapam Park, Wednesday through Saturday.
4 Weekday Shift Requirements
   a CCTV and alarm equipment has been installed to allow on-site security monitoring of project facilities. The officer will have responsibility for monitoring CCTV, intrusion detection, fire detection, and other security and operational systems and will have call-out authority.
b Conduct walk-through inspections of the Mayfield Powerhouse. Routes and times will be established by Project management. Inspections will include both the inside of the powerhouse and the immediate outside grounds.

While on a walk-through inspection, the officer will look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, smells, and vibrations; oil leaks and spills; water leaks and spills; and any other unusual sights, sounds, or events.

c Conduct drive-by inspections of the project’s administrative office, equipment storage and garage area, switchyard, and on occasion, Project personnel residences (located within one-quarter mile of the administrative offices). Routes and times will be established by Project management. Drive-by inspections require only a visual inspection from the vehicle unless a more thorough inspection is warranted.

While on a drive-by inspection, the officer will look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, smells, and vibrations; oil leaks and spills; and any other unusual sights, sounds, or events.

d Once per day, conduct drive-by inspections of the Cowlitz Trout Hatchery and the Cowlitz Salmon Hatchery site grounds. Routes and times will be established by Project management. Drive-by inspections require only a visual inspection from the vehicle unless a more thorough inspection is warranted.

While on a drive-by inspection, the officer will look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, smells, and vibrations; oil leaks and spills; and any other unusual sights, sounds, or events.

e Once per day, conduct drive-by inspection of the Blue Creek Boat Launch area.

The inspection process will include all aspects of a standard drive by inspection. In addition, the officer will monitor and record as necessary boat launch visitors who are exceeding the 3-day stay limit.

f The officer will contact the TPU Security Monitoring Center Command Officer and/or the TPU Energy Control Center Dispatcher as needed and by means set by Project management.

g The officer will contact the TPU Security Monitoring Center on a schedule. If an officer fails to call in, the on-duty TPU command officer will contact Project management 20 minutes after the missed call-in. Notification by order will be on-call manager; off-call manager #1; off-call manager #2.

5 Weekend and Holiday Shift Requirements
In addition to fulfillment of weekday shift requirements, weekend and holiday shift requirements include:

a Conduct walk-through inspections of the Mayfield and Mossyrock Powerhouses in accordance with the weekday walkthrough inspection schedule (4b).
b Conduct drive-by inspections of the project’s administrative offices and site grounds in accordance with the weekday drive-by inspection schedule (4c).

c Conduct drive-by inspections of the Mayfield and Mossyrock Dam site grounds in accordance with the weekday drive-by inspection schedule (4c).

d Once per day, conduct drive-by inspections of the Blue Creek Boat Launch area, the Cowlitz Trout Hatchery, and the Cowlitz Salmon Hatchery site grounds in accordance with the weekday drive by inspection schedule (4d and 4e).

e The duties and the prescribed courses of action required of the Cowlitz River Project Officer shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures, and familiarization with project facilities and patrol areas will be essential to appropriate fulfillment of the requirements of the position.

C Other Considerations

1 On occasion, the officer will respond to directions given by the TPU Energy Control Center Dispatcher.

2 The officer will have contact with the public.

3 The officer may be required to record and report weather data, reservoir lake level readings, or other readings of monitoring and/or metering devices.

4 The officer is to perform other related duties as assigned.

5 On a seasonal basis (approximately Memorial Day weekend through Labor Day weekend), a second officer may be required to conduct drive-by and walk-through inspections of Mossyrock Park. The Park is accessed from SR 12 via Mossyrock Road East and Ajlune Road. Project management will provide routes, times, and other appropriate guidance. The officer will be furnished with a VHF radio.

6 On a seasonal basis (approximately Memorial Day weekend through Labor Day weekend), a third officer may be required to conduct drive-by and walk-through inspections of Taidnapam Park. The Park is accessed from SR 12 via Kosmos Road (approximately 5 miles east of Morton). Project management will provide routes, times, and other appropriate guidance. Rounds will normally be conducted on foot, but on occasions when a vehicle is required, the city will provide one and a VHF radio.

4.4.3 Tacoma Power Cushman Hydroelectric Project

A Location

Project Office: 21451 N Highway 101, Shelton, WA 98584

The Cushman Hydroelectric Project consists of two (2) dam sites, Cushman No. 1, and Cushman No. 2, three (3) powerhouses, and two (2) fish hatcheries. Cushman administrative offices are located at the Cushman No. 2 Powerhouse site grounds at the above address on Highway 101 in Shelton, WA (three miles south of Hoodsport,
WA). The Cushman No. 1 Dam and Powerhouse are contiguous and are located at the foot of Lake Cushman approximately seven (7) road miles from the Cushman No. 2 Powerhouse. The Cushman No. 2 Dam site is located at the foot of Lake Kokanee at 800 N Lower Lake Rd. Hoodsport, WA 98548, approximately five (5) road miles from the Cushman No. 2 Powerhouse. The North Fork Powerhouse is located at the base of Cushman No. 2 Dam. The North Fork Fish Hatchery is located across the street from the entrance to the Cushman No. 2 Dam. The Saltwater Park Fish Hatchery is located across Highway 101 from the Cushman No. 2 Powerhouse.

The Cushman Hydroelectric Project has one (1) park.

B Minimum Security Requirements

1 Officers will be headquartered in the Cushman No. 2 Powerhouse Security Room. All security rounds will begin and end at this location. The Security Room has telephone communication, VHF radio communication, and CCTV and alarm monitoring equipment. Bathroom facilities are immediately available.

2 Shift changes will take place in the Cushman No. 2 Powerhouse Security Room.

3 For security rounds, the officer may be furnished a cellphone, a handheld VHF radio, and a pager.

4 Officer Shifts.

   Plant security requires one (1) officer on swing shift (4:00 p.m. - 12:00 a.m.) and graveyard shift (12:00 a.m. – 8:00 a.m.), Monday through Friday, and all shifts (24 hours per day) on Saturdays, Sundays, and Holidays.

5 Weekday, Weekend and Holiday Shift Requirements.

   a CCTV and alarm equipment has been installed to allow on-site security monitoring of project facilities. The officer will have responsibility for monitoring CCTV, intrusion detection, fire detection, and other security and operational systems and will have call-out authority.

   b Conduct walk-through inspections of Cushman Powerhouses No. 1 and No. 2, Cushman Dams and Spillways No. 1 and No. 2, Northfork Fish Hatchery, and Saltwater Park Fish Hatchery. Routes and times will be established by Project management. Inspections will include both the inside of the powerhouses and immediate outside grounds.

       While on a walk-through inspection, the officer will look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, smells, and vibrations; oil leaks and spills; water leaks and spills; and any other unusual sights, sounds, or events.

   c Conduct drive-by inspections of the project’s administrative office, equipment storage and garage area, facilities at both dam sites, Saltwater Park Fish Hatchery, and on occasion, Project personnel residences. Routes and times will be established by Project management. Drive-by inspections will require only a visual inspection from the vehicle unless a more thorough inspection is warranted.

       While on a drive-by inspection, the officer will look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, smells, and vibrations; oil leaks and spills; and any other unusual sights,
The officer will contact the TPU Security Monitoring Center Command Officer and/or the TPU Energy Control Center Dispatcher as needed and by means set by Project management.

e The officer will contact the TPU Security Monitoring Center on a schedule. If an officer fails to call in, the on-duty TPU officer will contact Project management 20 minutes after the missed call-in. Notification by order will be on-call manager; off-call manager.

The duties and the prescribed courses of action required of the Cushman Hydroelectric Project Officer shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures, and familiarization with project facilities and patrol areas will be essential to appropriate fulfillment of the requirements of the position.

C Other Considerations

1 On occasion, the officer will respond to directions given by the TPU Energy Control Center Dispatcher.

2 The officer will have contact with the public.

3 The officer may be required to record and report weather data, reservoir lake level readings, or other readings of monitoring and/or metering devices.

4 The officer is to perform other related duties as assigned.

4.4.4 Tacoma Water Green River Operations Center

A Location

Operations Center Office: 36932 SE Green River Headworks Rd, Ravensdale, WA 98051

Massey Gate satellite location: located 5 miles east of Cumberland, WA 98022

The Green River Operations Center consists of one (1) intake dam, one (1) fish capture facility, five (5) treatment operations buildings, four (4) water tanks, one (1) operations office, one (1) filter plant engineering office, one (1) maintenance shop, one (1) operations storage building, and one (1) ozone building. The Operations Center is located 13 miles northeast of Enumclaw on the Green River Headworks Road.

On occasion, an additional satellite site staffing is required at Tacoma Waters Massey Gate. This site monitors incoming and outgoing of permitted vehicles into the Green River Watershed via the watershed South Mainline.

B Minimum Security Requirements

Security staff will be stationed at the Operations Center Guard Building and all security coverage will take place at this location. The facility has a telephone, computer, CB radio, VHS radio, and a CCTV system. Bathroom facilities are immediately available.

1 Shift changes will take place at the Operations Center Guard Building.

2 The officer desk will have a computer, telephone, CB radio, VHS radio, and CCTV monitors.
3 Officer Shifts. Watershed and Operation Center security requires an officer on duty 24 hours a day, seven (7) days a week. First shift (6:00 a.m. - 6:00 p.m.), and second shift (6:00 p.m. - 6:00 a.m.).

4 Weekday Shift Requirements
a The site supervisor will oversee the shift schedules of other officers and will keep track of road use permits and proof of insurance cards for road users. The site supervisor's main contact will be the Watershed Manager.

b The officer will control access to the Operations Center and the Watershed. The officer will issue road use permits, check vehicle insurance cards, and keep a log of authorized vehicles and persons entering the Operations Center and Watershed.

c The officer will deny access to unauthorized vehicles and persons.

d The officer will answer telephones and communicate with Operations Center and Watershed personnel.

e The officer will have responsibility for monitoring CCTV, intrusion detection, fire detection, and other security devices.

f The officer will report all violations of main gate security procedures in accordance with instructions to be provided.

The duties and the prescribed courses of action required of the Green River Operations Officer shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures will be essential to appropriate fulfillment of the requirements of the position.

C Other Considerations
1 On occasion, the officer will respond to directions given by TPU personnel.
2 The officer will have contact with the public.
3 The officer may be required to record and report weather data, reservoir lake level readings, or other readings of monitoring or metering devices.
4 The officer is to perform other related duties as assigned.

4.4.5 TPU Security Contract Supervisor
One (1) salaried supervisor is to be assigned to the TPU account full-time. The TPU Security Contract Supervisor will be stationed at the Utilities Administration Complex and will provide support to all contract sites and other TPU locations as requested. The duties of this supervisor will include, but are not limited to, the following:

1 Shall be able to fulfill the duties on any site security officer with proficiency.
2 Responsible for the direct supervision of all contract security personnel.
3 Process all client requests.
4 Be able to respond 24/7 for security incidents and emergency staffing.
5 Attend all TPU Administrative Safety Committee and Security Committee meetings.
6 Assist in maintaining all Security Post Orders, ensuring they are up to date and used by all site security personnel to cover duties, including individual
instructions for each post.

7 Monitor attendance, use of security equipment, and dress standard for security personnel.

8 Ensure that the appropriate level of training is provided for all security personnel on procedures, use of technical equipment, and routine security duties. Ensure that knowledge is tested several times per year.

9 Prepare and review incident reports, log calls received, and complete other record keeping as required.

10 Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.

11 Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.

12 Will provide on-the-job training for all security personnel and submit progress reports and evaluations on trainees.

13 Perform other related duties as assigned.

4.4.6 Tacoma Municipal Complex

A Location

747 Market Street, Tacoma, Washington (including Parking Garage) 733 Market Street, Tacoma, Washington

Certain floors and areas of TMB/TMBN are generally unlocked and open to the public from 7:45am until 5:00pm, Monday thru Friday. Occasional early morning and evening meetings may require the portions of the facility be open outside these normal working hours.

1 There is no driving required around TMB and TMBN, only walking.

2 Lenel is the access control system currently in use.

3 Municipal Complex Hours of operation: Required hours of coverage are 6:00 a.m. through 10:00 p.m., Monday through Friday, except holidays and weekends. City Council and occasional evening public meetings will usually adjourn in time for officer to complete their responsibilities by 10:00 p.m. If meetings adjourn later, the officer shall stay on duty until the meeting adjourns and their responsibilities are completed, at the appropriate overtime hourly rate after 10:00 p.m.

4 Per 8-hour shift, officer shall receive two 15-minute paid breaks and a 30-minute paid lunch break on-site, during which times officer is on call. The times in which these breaks occur shall be determined by the contract administrator.

5 TMB and TMBN are closed on the following holidays and officers do not work:

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<tr>
<th>Holiday</th>
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<tr>
<td>New Year's Day</td>
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<tr>
<td>Martin Luther King's Birthday</td>
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An electronic access control system is used at the Municipal Complex to control and monitor access into non-public areas. Perimeters and buildings are also monitored.
via various intrusion detection methods, including door contacts and motion detection systems. Closed Circuit Television (CCTV) is used throughout the Municipal Complex for general surveillance and is monitored by the on-site lobby officers.

The successful Proposer will provide qualified, knowledgeable, and technically skilled staff able to recognize, respond, and report on various security and operational events.

B Minimum Security Requirements

**Lobby Officer – Monday Through Friday Service**

Lobby Officers will be assigned to staff the Tacoma Municipal Building (TMB) Market Street (2nd floor) and St Helens Street (1st Floor) lobby security kiosks during the regular business hours in which the lobby is open to the public. Monday through Friday, closed on City-observed holidays, current shift is 7:00 a.m. to 7:00 p.m.

This position is the “face” of security and the city. This position will be expected to provide a professional appearance and high-level customer service. To assist customers and employees in a prompt and professional manor, a detailed understanding of City’s general government business operations will be required.

The tasks of this officer will include, but are not limited to, the following:

1. Provide a “uniformed” presence for the safety of municipal campus community, staff, and visitors.
2. Monitor lobby activities, particularly at the Customer Support Area. Be aware of other public interactions, or other security incidents taking place in the public areas of the Municipal Complex.
3. Maintain order by staying alert to developing problems, be ready to take immediate and firm action to diffuse evolving situations. (Action may require calling 911 for emergency situations) Examples of behavior requiring action could be: altercations between individuals and staff; the use of foul language, raised voices, harassment of another occupant or staff; person sleeping or passed out; etc.
4. Respond to Facilities Operations and other requests for service.
5. Escort disruptive visitors and customers out of the building as directed.
6. Check credentials and issues visitor passes.
7. Confirm City employment and issue temporary badges to current employees.
8. Prepare incident reports, log calls received and complete other record keeping as required.
9. Notify employees when a visitor has arrived.
10. Monitor CCTV system for the Complex.
11. Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.
12. Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.
13. Be familiar with building evacuation of customers and staff. Security officers will be prepared to help ensure the entire evacuation of the
May assist in providing on-the-job training for other Lobby Officers and submit progress reports and evaluations on trainees.

Perform other related duties as assigned.

The duties and the prescribed courses of action required of the Lobby Officer shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures, and familiarization with lobby and City services will be essential to appropriate fulfillment of the requirements of the position.

**Roving Security Officer(s) – Monday through Friday Service**

Roving Security Officers will be assigned to staff the Municipal Complex, from 6:00 a.m. through 10:00 p.m. One of the two roving security officers will be designated as the "Lead Security Officer" for the Muni Complex. Through this capacity they will coordinate security staff time off, shift assignments, training, and coordination with their company office on replacement officers. Workdays will be Monday through Friday, closed on City-observed holidays.

As with the Lobby Officers, these positions are the “face” of security and the city. This position will be expected to provide a professional appearance and high-level customer service. To assist customers and employees in a prompt and professional manor, a detailed understanding of City’s general government business operations will be required.

The tasks of this officer will include, but are not limited to, the following:

1. Provide a “uniformed” presence for the safety of municipal complex community, staff, and visitors.
2. Assist with monitoring activities concurrently with the Lobby Officers.
3. Maintain order by being staying alert to developing problems, be ready to take immediate and firm action to diffuse evolving situations. (Action may require calling 911 for emergency situations) Examples of behavior requiring action could be: altercations between individuals and staff; the use of foul language, raised voices, harassment of another occupant or staff; person sleeping or passed out; etc.
4. During peak inflow periods, assist desk officers with credential checks and visitor passes. Monitor personnel movements into the buildings during peak flow times.
5. Assist Desk Officers as needed with confirming City employment and the issuance of temporary badges to current employees.
6. Provide a mobile watch around the municipal complex, with emphasis at staff arrival and departure times at main egress points. Using a random schedule, tour all areas of the facilities, including public restrooms, and note and address any issues. Be aware of other public interactions, or other security incidents taking place in the accessible areas of the Municipal Complex.
7. Respond to Facilities Operations and other requests for service.
8 Escort disruptive visitors and customers out of the building as directed.
9 Prepare incident reports, log calls received and complete other record keeping as required.
10 Notify employees when a visitor has arrived.
11 Monitor CCTV system for the Complex.
12 Attend any Safety Committee and Security Committee meetings if requested.
13 Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.
14 Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.
15 Be familiar with building evacuation of customers and staff. Security officers will be prepared to help ensure the entire evacuation of the building(s).
16 May assist in providing on-the-job training for other Lobby Officers and submit progress reports and evaluations on trainees.
17 Perform other related duties as assigned.
18 The duties and the prescribed courses of action required of the Roving Security Officer shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures, and familiarization with lobby and City services will be essential to appropriate fulfillment of the requirements of the position.

Security Contract Administrator (Available Monday through Friday)

One Contract Administrator is to be assigned to the TMB account as a single point of contact between the contractor and the Facilities Division contract administrator. The TMB Security Contract Administrator will be considered part of the overhead calculation of the successful proposer. The duties of this supervisor will include, but are not limited to, the following:

1 Be always available security personnel are on duty at the Tacoma Municipal Complex and will provide support to all activities as requested.
2 Responsible for the management and supervision of all contract security personnel. Monitor attendance, dress standard, and use of security equipment by security personnel.
3 Process all client requests.
4 Be able to respond 24/7 for security incidents and emergency staffing.
5 Assist in maintaining all Security Post Orders, ensuring they are up to date and used by all site security personnel to cover duties, including individual instructions for each post.
6 Ensure that the appropriate level of training is provided for all security personnel on procedures, use of technical equipment, and routine security duties. Ensure that knowledge is tested several times per year.
7 Prepare and review incident reports, log calls received, and complete other record keeping as required.
8 Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.
9 Will provide on-the-job training for all security personnel and submit progress reports and evaluations on trainees.

4.4.7 **Environmental Services – Solid Waste Management (SWM)**

A **Location**
3510 S Mullen St, Tacoma, WA 98409

B **Minimum Security Requirements**

**Roving Security Officer – Weekdays (Monday-Friday)**

The security officers will be required to provide full coverage of shifts and make routine checks of the entire SWM property (220 acres), which includes the buildings, vehicles, and fence. The perimeter of SWM property is approximately 3 to 4 miles.

One (1) officer is to be on duty at the SWM Administration Complex five (5) days per week (Monday through Friday) between the hours of 4:00 p.m. to 8:00 a.m. The tasks of this officer will include, but are not limited to, the following:

1 Conduct drive-by inspections of the SWM campus, administrative office, equipment storage and garage, transfer, and recycling facilities.
   While on the drive-by inspection, the officer will be alert and look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, and any other unusual sights, sounds, or events.
2 Provide a uniformed presence for the safety of campus
3 Conduct routine and special requests for locking and unlocking of campus buildings and open traffic and pedestrian gates.
4 Patrol on foot and vehicle providing security for campus buildings and grounds and guard against crime, including theft and vandalism.
5 Investigate complaints and incidents according to established procedures.
6 Assist police and other emergency responders as necessary.
7 Prepare incident reports, log calls received and complete other record keeping as required.
8 Escort unauthorized persons from the premises.
9 Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.
10 Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.
11 May assist in providing on-the-job training for other Campus Officers and submit progress reports and evaluations on trainees.
12 Perform other related duties as assigned.

**Roving Security Officer – Weekends (Saturday and Sunday)**

One (1) officer is to be on duty at the SWM Administration Complex two (2) days per week (Saturday and Sunday) between the hours of 4:00 p.m. to 8:00 a.m. The tasks of this officer will include, but are not limited to, the following:

1 Conduct drive-by inspections of the SWM campus, administrative office, equipment storage and garage, transfer, and recycling facilities.
   While on the drive-by inspection, the officer will be alert and look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, and any other unusual sights, sounds, or events.
2 Provide a uniformed presence for the safety of campus
3 Conduct routine and special requests for locking and unlocking of campus buildings and open traffic and pedestrian gates.
4 Patrol on foot and vehicle providing security for campus buildings and grounds and guard against crime, including theft and vandalism.
5 Investigate complaints and incidents according to established procedures.
6 Assist police and other emergency responders as necessary.
7 Prepare incident reports, log calls received and complete other record keeping as required.
8 Escort unauthorized persons from the premises.
9 Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.
10 Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.
11 May assist in providing on-the-job training for other Campus Officers and submit progress reports and evaluations on trainees.
12 Perform other related duties as assigned.
1 Conduct drive-by inspections of the SWM campus, administrative office, equipment storage and garage, transfer, and recycling facilities.
While on the drive-by inspection, the officer will be alert and look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, and any other unusual sights, sounds, or events.

2 Provide a uniformed presence for the safety of campus.

3 Conduct routine and special requests for locking and unlocking of campus buildings and open traffic and pedestrian gates.

4 Patrol on foot and vehicle providing security for campus buildings and grounds and guard against crime, including theft and vandalism.

5 Investigate complaints and incidents according to established procedures.

6 Assist police and other emergency responders as necessary.

7 Prepare incident reports, log calls received, and complete other record keeping as required.

8 Escort unauthorized persons from the premises.

9 Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.

10 Maintain appropriate security and confidentiality of information created or encountered in the performance of assigned duties.

11 May assist in providing on-the-job training for other Campus Officers and submit progress reports and evaluations on trainees.

12 Perform other related duties as assigned.

**Roving Security Officer – Holidays (New Year’s Day, July 4th, Thanksgiving, Christmas)**

One (1) officer is to be on duty at the SWM Administration Complex 24 hours per day. The tasks of this officer will include, but are not limited to, the following:

1 Conduct drive-by inspections of the SWM campus, administrative office, equipment storage and garage, transfer, and recycling facilities.
While on the drive-by inspection, the officer will be alert and look for unauthorized personnel; unauthorized entry; vandalism; fire; unusual noises, and any other unusual sights, sounds, or events.

2 Provide a uniformed presence for the safety of campus.

3 Conduct routine and special requests for locking and unlocking of campus buildings and open traffic and pedestrian gates.

4 Patrol on foot and vehicle providing security for campus buildings and grounds and guard against crime, including theft and vandalism.

5 Investigate complaints and incidents according to established procedures.

6 Assist police and other emergency responders as necessary.

7 Prepare incident reports, log calls received and complete other record keeping as required.

8 Escort unauthorized persons from the premises.

9 Utilize technology such as computers, radio systems, telephones, fax machines and other communication equipment.

10 Maintain appropriate security and confidentiality of information created or
encountered in the performance of assigned duties.

11 May assist in providing on-the-job training for other Campus Officers and submit progress reports and evaluations on trainees.

12 Perform other related duties as assigned.

4.4.8 City of Tacoma Venues and Events

A Background Information
The Greater Tacoma Convention & Trade Center, opened in 2004, includes a 50,000 square-foot Exhibition Hall, 13,650 square foot Ballroom, and more than 42,000 square feet of additional event space.

The Tacoma Dome, opened in 1983, is a 23,000 capacity arena venue with an additional Exhibition Hall of 28,800 square feet.

Both venues are operated and managed by the Venues and Events Department of the City of Tacoma (City). General information on the GTCTC may be reviewed online at www.gtctc.org and the Tacoma Dome may be reviewed online at www.tacomadome.org.

24-Hour Security/Dock Guard Specialist

The incumbents serve as Uniformed attendants who are primarily positioned in 24 Hour Security/Dock Guard spaces. The incumbents of these positions monitor entry/exit of persons supplies and equipment through the use of CCTV and access control equipment.

B Greater Tacoma Convention Center
One (1) officer will be on duty in the 24 hour in the 24 hour Security office 24 hours per day, seven (7) days per week.

One (1) officer will be located from 6am to 6pm in the loading dock security booth located in F lot Monday through Friday.

Officers will be able to perform all required duties of both positions

Duties include:

1 Performing general venue inspection in regard to security of premises and assets, maintains general, daily, access and visitor logs, lost and found articles, and ensures documentation of all security breaches, incidents and/or system failures.

2 Respectful communication and 2-Way Radio etiquette training in addressing patrons, visitors, and coworkers.

3 Conflict management, including such communication skills as Verbal Judo and other tools/techniques to utilize in conflict situations.

4 Performing rounds of the entire Convention Center complex: ensuring all doors are locked and secured, locking, unlocking, opening all doors and gates on Convention Center property.

5 Performing clerical duties, detailed record keeping, documenting all information into the dispatch computer daily activity log.

6 Ensuring all appropriate documentation is complete and provided for safety issues and security documentation prepared and/or provided by security
and/or Crowd Management personnel.

7 Assisting in the coordination of shift and office activities during normal and emergency operations.

8 Receiving and responding to emergency and non-emergency calls from the public, system dispatchers, employees, customers and law enforcement agencies via telephone, radio systems, direct observations, and e-mail.

9 Monitoring various life safety and security alarm systems for multiple locations.

10 Monitoring CCTV systems for the interior and exterior of the Convention Center.

11 Processing and evaluates information received, prioritize calls and dispatch emergency response as appropriate.

12 Monitoring and coordinate police/emergency response activity.

13 Maintaining status and locations of security personnel.

14 Control access to the loading dock for various deliveries and client access for all events hosted by the convention center.

15 Utilizing technology such as computers, radio systems, telephones, fax machines and other communication equipment.

16 Maintaining appropriate security and confidentiality of information created or encountered in the performance of assigned duties.

17 Occasionally assisting in providing on-the-job training for other Monitoring Officers and submit progress reports and evaluations on trainees.

18 Performing other related duties as assigned.

The duties and the prescribed courses of action required of the 24 hour Security officers shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures will be essential to appropriate fulfillment of the requirements of the position.

C Tacoma Dome

Two (2) officers are to be on duty in the 24 hour Security office 24 hours per day, seven (7) days per week. The tasks of these officers will include, but are not limited to, the following:

One officer will remain in the 24-hour security office at all times. The second officer will be available to patrol the Tacoma Dome and surrounding property.

These persons must be trained in appropriate and lawful visual, pat down, metal-detector, and bag search procedures and techniques for prohibited items.

Duties include:

1 Providing uniformed service, information and directions to the campus community and visitors in the primary nerve center for all security operations.

2 Receiving and answering, and/or routing to an appropriate party, inquiries from patrons and guests.

3

4 Performing general venue inspection in regard to security of premises and
assets, maintains general, daily, access and visitor logs, lost and found articles, and ensures documentation of all security breaches, incidents and/or system failures.

5 Respectful communication and 2-Way Radio etiquette training in addressing patrons, visitors, and coworkers.

6 Conflict management, including such communication skills as Verbal Judo and other tools/techniques to utilize in conflict situations.

7 Performing rounds of the entire Tacoma Dome complex: ensuring all doors are locked and secured, locking, unlocking, opening and closing various vehicle and man gates on Tacoma Dome property.

8 Performing clerical duties, detailed record keeping, documenting all information into the dispatch computer daily activity log.

9 Ensuring all appropriate documentation is complete and provided for safety issues and security documentation prepared and/or provided by security and/or Crowd Management personnel.

10 Assisting in the coordination of shift and office activities during normal and emergency operations.

11 Receiving and responding to emergency and non-emergency calls from the public, system dispatchers, employees, customers and law enforcement agencies via telephone, radio systems, direct observations, and e-mail.

12 Monitoring various life safety and security alarm systems for multiple locations.

13 Monitoring CCTV systems for the interior and exterior of the Tacoma Dome.

14 Processing and evaluates information received, prioritize calls and dispatch emergency response as appropriate.

15 Monitoring and coordinate police/emergency response activity.

16 Maintaining status and locations of security personnel.

17 Utilizing technology such as computers, radio systems, telephones, fax machines and other communication equipment.

18 Maintaining appropriate security and confidentiality of information created or encountered in the performance of assigned duties.

19 May assist in providing on-the-job training for other Monitoring Officers and submit progress reports and evaluations on trainees.

20 Performing other related duties as assigned.

The duties and the prescribed courses of action required of the 24 hour Security officers shall be set forth in site post orders and related policies and procedures. Knowledge of these post orders, policies, and procedures will be essential to appropriate fulfillment of the requirements of the position.

D Uniforms and Personal Hygiene

1 Uniforms for 24 hour/ Dock Guard officers

All Uniforms necessary must be provided at the Contractor's expense. At minimum, and subject to the approval of the TVE Director, the Contractor shall be responsible for providing, maintaining, replacing, and storing:
a Distinctive professional looking uniforms to be worn by all personnel employed by Contractor. All uniforms provided must be clean, unwrinkled, and matching in design for work both indoors and outdoors in inclement weather. The uniform must identify Contractor’s company name. Shirt shall be a collared “polo” style shirt distinct in color as to job category, or by event client/promoter requirement. Waterproof jackets for inclement weather must be matching and identify Contractor’s company name.

b Matching, professional looking, well-maintained black slacks and dark shoes with no visible logos. Contractor agrees to prohibit staff from wearing shorts for any positions at TVE venues.

2 Improper Uniform
TVE reserves the right to refuse work to and dismiss Contractor personnel, at no cost to TVE, in the event Contractor personnel is not wearing approved uniform or in the event the uniform is not properly maintained (has visible wrinkles, holes, tears, or stains.) Open-toed shoes or sandals are not considered proper uniform.

3 Personal Hygiene
All Contractor Personnel are expected to meet accepted standards of personal hygiene by having clean, combed hair, having clean hands and fingernails, and by minimizing body odor, including perfumes and other fragrances. TVE reserves the right to refuse work to and dismiss Contractor personnel, at no cost to TVE, in the event Contractor has provided personnel deemed to have not met these standards.

All equipment necessary for Contractor personnel to provide the highest caliber of service must be provided, maintained, stored, and replaced at Contractor’s expense prior to personnel reporting to their job locations. At minimum, and subject to the approval of the TVE Director.

E Equipment to be Supplied by Contractor

1 Laptop Computer and Printer
Contractor must have all necessary portable equipment in order to provide updated, timely, and accurate invoices on-site for an event when necessary.

2 Flashlights
All Contractor personnel reporting to work in an indoor facility are to be equipped with a working flashlight.

3 Phone
Contractor will provide a cell phone capable of call forwarding and camera which will be used by 24 hour officers to assist in correct and accurate security daily logs.

4.4.9 Optional Contractor Supplied Vehicles
Vehicle patrols are required for the TPU Administration Project, the Cowlitz Project, the Cushman Project, and the Nisqually Project. TPU may choose to pay a monthly fee for a Contractor-provided vehicle at one or more of these locations. The monthly fee shall cover all vehicle costs and operational expenses.
In addition, TPU or other City Departments may request supplemental vehicles above normal contractual requirements. Vehicles shall be able to operate on dirt roads and steep terrain, and shall be functional in extreme weather conditions, including heavy rain, ice, and snow. TPU reserves the right to allow patrols to occur in City-furnished vehicles.

4.4.10 Supplemental Security Officer Services
In the event of an emergency or changes to operational security needs, TPU and the City of Tacoma departments may request an increase or decrease in officer services from normal contractual requirements, as well as additional products or services. Such requests may be due to, but are not limited to, storms, natural disasters, hazardous conditions, fire, criminal or terrorist activity, increased or decreased threat response, increased or decreased security officer coverage requirements, construction projects, mobile or remote security service needs, armed guards, or any combination of the above.

If supplemental services are needed, the following shall apply:

1. TPU or the City of Tacoma departments shall notify the Contractor that TPU or the City of Tacoma departments requires supplemental services from the Contractor.
2. Upon such notice by TPU or the City of Tacoma departments, the Contractor shall make reasonable efforts to provide TPU or the City of Tacoma departments the services requested and within a schedule specified by TPU or the City of Tacoma departments.
3. In the event of an emergency, TPU or the City of Tacoma departments shall be considered a customer of priority, except when preceded by State or Federal government mandates. The Contractor shall provide its best and priority efforts to fulfill emergency service requests in as complete and timely manner as possible.
4. If not covered by the identified officer positions within the contract, supplemental services shall be billed at an hourly rate identified per the proposal of the successful bidder(s).

5. ANTICIPATED CONTRACT TERM

The anticipated duration of the contract is for a three-year period with the City’s sole option to renew for additional periods as applicable.

6. CALENDAR OF EVENTS

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

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

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

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Publish and issue RFP:</td>
<td>11/18/2022</td>
</tr>
<tr>
<td>Pre-Submittal Questions:</td>
<td>12/5/2022</td>
</tr>
<tr>
<td>Response to Questions:</td>
<td>12/9/2022</td>
</tr>
</tbody>
</table>
7. PRE-PROPOSAL MEETING

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. INQUIRIES

8.1 Submit questions to Tad Carlson, Senior Buyer at tcarlson@cityoftacoma.org. Subject line to read: CT22-0358F – Uniformed Security – VENDOR NAME

8.2 Questions must be received by 3 pm on the day indicated in the Calendar of Events.

8.3 Questions marked confidential will not be answered or included.

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

8.5 The answers are not typically considered an addendum.

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

8.7 Written answers to questions will be posted alongside these specifications at www.tacomapurchasing.org.

9. DISCLAIMER

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

10. EVALUATION CRITERIA

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

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Max Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fees and Charges</td>
<td>35</td>
</tr>
<tr>
<td>Verifiable Work History</td>
<td>30</td>
</tr>
<tr>
<td>Personnel Selection and Training</td>
<td>20</td>
</tr>
<tr>
<td>Proposed Employee Health and Benefits Package</td>
<td>5</td>
</tr>
<tr>
<td>Qualifications / Experience of Key Personnel</td>
<td>25</td>
</tr>
<tr>
<td>Sustainability</td>
<td>5</td>
</tr>
<tr>
<td>Equity in Contracting</td>
<td>5</td>
</tr>
</tbody>
</table>
A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

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

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

10.3 A significant deficiency in any one criteria may result is rejection of the entire submittal.

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

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this RFP, which materially deviate from the requirements of this RFP, or which are not in conformity with law, may be rejected as being non-responsive.

Submittals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Respondent’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 submittal or request additional information that might be required to properly evaluate the submittal. Failure to respond to such a request may result in rejection of the firm’s submittal. Respondents 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 Respondent’s responsibility to submit a submittal that is current, clear, complete, and accurate.

Submittals shall not exceed 20 single side pages. Any pages beyond 20 will not be reviewed.

11.1 Fees and Charges / Method of Billing / Hourly Rates – 35 points

11.1.1 Clearly state which of the scopes of work your proposal addresses.

11.1.2 Complete the Proposal Form for all locations that your company is billing.

11.2 Verifiable Work History – 30 points

Briefly describe the firm including history, years in business, management philosophy, mission statement and reputation.

Include information to verify financial stability of the firm, with references.

11.3 Personnel Selection and Training – 20 points
11.3.1 Describe officer recruitment, selection, and background screening at your firm.

11.3.2 Describe officer training practices, including new employee orientation and ongoing professional development that, at a minimum, meet the training requirements outlined in the Scope of Work and Deliverables section.

11.4 Proposed Employee Health and Benefits Package – 5 Points

11.4.1 Describe employee benefits packages including, at a minimum, the requirements laid out in the Scope of Work and Deliverables section.

11.4.2 Be sure to complete the portion of the Proposal Form dedicated to benefits in addition to the description here.

11.5 Examples of Projects – 10 points
Provide information that verifies success in providing security services, including a list of recent or current clients in the Northwest Region who have been provided with similar services. Provide complete information such as name of company, contact person, address, phone number, and email address. Unreachable contacts will result in no points being awarded in this category and may result in rejection of the submittal.

11.6 Qualifications / Experience of Key Personnel – 25 points
Provide names, titles, background, and experience of key personnel who will be responsible for the support, administration, and supervision of security officer services.

11.7 Sustainability – 5 points
Provide information on your commitment to the environment. Include your sustainability statement and current practices.

11.8 Equity in Contracting – 5 points
State if the Respondent, or the any entity Respondent is partnering with is certified with Washington State for any of the below categories. Confirmation of any of the below certifications below will award all points for this category.

11.8.1 Combination Business Enterprise (CBE)

11.8.2 Disadvantaged Business Enterprise (DBE)

11.8.3 Minority Business Enterprise (MBE)

11.8.4 Minority/Women Business Enterprise (MWBE)

11.8.5 Small Business Enterprise (SBE)

11.8.6 Socially and Economically Disadvantaged Business Enterprise (SEDBE)

11.8.7 Women Business Enterprise (WBE)

11.9 Credit Card Acceptance – 0 points
Provide a statement regarding your ability to meet the City’s credit card requirements (state below) as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation process.

11.10 Exceptions – 0 points
If Respondent takes exception to any of the City of Tacoma’s Standard Terms and Conditions stated herein or to any other part of this specifications, including the stated Insurance Requirements, they must identify the section and page that is the subject of the exception, specify the nature of the exception and, if applicable, provide proposed replacement language or proposed replacement form of Contract. Acceptance of any proposed changes are at the sole discretion of the City.

12. INTERVIEWS / ORAL PRESENTATIONS

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

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

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

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

Following interviews submittals will be rescored using the criteria stated in the Evaluation Criteria section.

13. RESPONSIVENESS

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

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

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

14. CITY’S RESERVED RIGHTS

Respondents are advised that the City reserves the right to cancel any award at any time prior to mutual execution of a Contract if cancellation is deemed to be in the City’s best interest. City is not liable to Respondent for any costs or damages for the cancellation of an award. The Respondent assumes the sole risk and responsibility for all expenses connected with the preparation of this submittal.
In addition to any reserved rights contained in the City of Tacoma Standard Terms and Conditions, City specifically reserves the following rights:

- To waive any or all informalities or irregularities in any submittal which, in City’s sole judgement, are deemed minor or immaterial
- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

15. 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.

16. CONTRACT OBLIGATION

The selected Respondent(s) will be expected to execute a Contract with the City. At a minimum, any contract will incorporate the contents of this specification, including all stated services or deliverables and other requirements and the City of Tacoma Standard Terms and Conditions, together with the contents of Respondent’s submittal. The submittal contents of the successful Respondent will become contractual obligations.

17. FORM OF CONTRACT

In event the City’s Services Contract or other City Contract template is attached to this RFP as a sample form of Contract, the City expects to utilize the Terms and Conditions contained in the sample form of Contract. Post award negotiation may occur at the discretion of the City. Respondents should clearly state exceptions to City’s Standard Terms and Conditions as well as to the Terms and Conditions contained in any attached sample form of Contract and to any other portions of this RFP, including the stated Insurance Requirements. Respondents may also propose to utilize their own form of Contract and in such instances, Respondent must provide its form of Contract as part of its submittal. City, at its sole option, will decide whether engage in negotiation on any or all proposed exceptions. City reserves sole discretion to determine the final form of Contract that will be used.

18. 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.

19. PRICING

19.1 Submitted pricing will be firm through the initial term of the contract.
19.2 If the City chooses to exercise extension options, pricing can be reviewed and updated by mutually approved amendment.

19.3 Please see the City of Tacoma Terms and Conditions for additional information on requesting price increases due to extreme situations.

20. INVOICING

20.1 Selected vendors will be required to complete enablement and transact in Ariba, the City's invoice submittal portal.

20.2 Departments will have their own subagreements and invoices submitted against the wrong subagreements will be rejected and need to be resubmitted.

20.3 All invoices must be accompanied by a PDF of the invoice as an attachment in Ariba.

21. 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.

22. PARTNERSHIPS

The City will allow Respondents 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. Any 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.

23. 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.

24. AWARD

After the Respondent(s) is selected by the SAC and prior to award, all other Respondents will be notified via the Purchasing Division using the email address for communications provided on the signature page.

Once a Respondent(s) has been selected for award by the SAC, contract negotiations will begin. If a contract with the selected Respondent(s) is not successfully negotiated in that the
City's final offer is not accepted, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Respondent. When a contract is successfully negotiated, the Contract will, if required, be submitted for final approval by the Public Utility Board and/or City Council.

25. ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City’s Sustainable Procurement Policy, 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:

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste management reduction plans
- Potential impact on human health and the environment

26. EQUITY IN CONTRACTING

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 the TMC 1.07 Equity in Contracting Policy at the City’s Equity in Contracting Program website.

27. 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.

For complete detail on Respondent’s responsibility to identify and mark confidential information, and the applicability of the Public Disclosure Act, see the Standard Terms and Conditions.

28. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted along with this specification on 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.
SIGNATURE PAGE
CITY OF TACOMA
CITYWIDE

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

REQUEST FOR PROPOSALS SPECIFICATION NO. CT22-0358F
Uniformed Security

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
________________________
Address
________________________
City, State, Zip
________________________
Authorized Signatory E-Mail Address
________________________
________________________
State Business License Number in WA, also known as UBI (Unified Business Identifier) Number
________________________
State Contractor’s License Number (See Ch. 18.27, R.C.W.)

Addendum acknowledgement #1_____ #2_____ #3_____ #4_____ #5_____

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.
PROPOSAL FOR UNIFORMED SECURITY OFFICER SERVICES - TACOMA PUBLIC UTILITIES

PROPOSAL ITEM #1: Proposed security officer hourly wage rate mark-up for contract billing purposes.
This item consists of the mark-up to the hourly wage paid to the officer that will be used to determine the contract hourly billing rate for each particular security officer. (Example: if the officer is paid an hourly wage of $10.00 and the contractor’s wage rate mark-up is 50%, TPU is billed $15.00 per hour for that officer. The mark-up shall be applied to the various hourly rates for all officers.)

- Hourly Straight Time Wage Rate Mark-Up for Billing Purposes
- Hourly Overtime Wage Rate Mark-Up for Billing Purposes
- Proposed Hourly Overtime Wage Multiplier

PROPOSAL ITEM #2: Proposed contract supervisor salary wage rate mark-up for contract billing purposes.
This item consists of the mark-up to the salary wage paid to the contract supervisor that will be used to determine the contract billing rate for the supervisor.

- Salary Wage Rate Mark-Up for Billing Purposes

PROPOSAL ITEM #3: Proposed supplemental officer wage and wage rate mark-up for contract billing purposes.
This item consists of the wage to be paid to officers supplemental to standard contractual services and the mark-up to the hourly wage paid to the supplemental officer that will be used to determine the contract hourly billing rate for supplemental officer services.

- Hourly Straight Time Wage for Supplemental Security Officer Services
- Hourly Straight Time Wage Rate Mark-Up for Billing Purposes
- Hourly Overtime Wage Rate Mark-Up for Billing Purposes
- Proposed Hourly Overtime Wage Multiplier

TPU reserves the right to determine and pay each security officer based on job assignment, responsibilities, cost of living increases, or other purposes.

List all benefits for the officers that are included in your standard billing rates and estimated hourly cost of each. (Be specific, e.g. vacation plan, sick leave, personal time off, medical insurance, life insurance, etc.)

<table>
<thead>
<tr>
<th>BENEFIT</th>
<th>ESTIMATED HOURLY COST</th>
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<tbody>
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<td></td>
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</tbody>
</table>
List all hourly accruals and accrual rates for the officers that are included in your standard billing rates (Be specific, e.g. vacation leave, sick leave, personal time off, etc.)

<table>
<thead>
<tr>
<th>ACCRUAL</th>
<th>NUMBER OF ANNUAL HOURS</th>
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<tbody>
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</table>

List all contractor-recognized holidays for which overtime rates will be charged.

<table>
<thead>
<tr>
<th>HOLIDAYS</th>
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<tbody>
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</table>

List all contractor training programs and/or resources to be provided to ensure training requirements are met.

<table>
<thead>
<tr>
<th>TRAINING</th>
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<tbody>
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</tbody>
</table>
List the monthly cost to furnish an appropriate vehicle for officer use at the assigned site in order to fulfill required duties, including regular patrols as may be determined by TPU.

**Estimated Monthly Mileage:**

<table>
<thead>
<tr>
<th>Project</th>
<th>Miles</th>
</tr>
</thead>
<tbody>
<tr>
<td>Administration Building Complex</td>
<td>400 Miles</td>
</tr>
<tr>
<td>Cowlitz River Project</td>
<td>1200 Miles</td>
</tr>
<tr>
<td>Cushman Hydroelectric Project</td>
<td>2500 Miles</td>
</tr>
<tr>
<td>Nisqually River Project</td>
<td>1400 Miles</td>
</tr>
<tr>
<td>Green River Operations Center</td>
<td>No Vehicle Required</td>
</tr>
</tbody>
</table>

**OPTIONAL PROPOSAL ITEM #4**

<table>
<thead>
<tr>
<th>Vehicle Description</th>
<th>MONTHLY COST</th>
</tr>
</thead>
<tbody>
<tr>
<td>Utilities Administration Complex Vehicle</td>
<td>$_____________</td>
</tr>
<tr>
<td>Cowlitz River Project Vehicle</td>
<td>$_____________</td>
</tr>
<tr>
<td>Cushman Hydroelectric Project Vehicle</td>
<td>$_____________</td>
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<tr>
<td>Nisqually River Project Vehicle</td>
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<td>Emergency Supplemental Vehicle (define billing structure &amp; rate)</td>
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PROPOSAL FOR UNIFORMED SECURITY OFFICER SERVICES - TACOMA MUNICIPAL COMPLEX

PROPOSAL ITEM #1: Proposed security officer hourly wage rate mark-up for contract billing purposes.

This item consists of the mark-up to the hourly wage paid to the officer that will be used to determine the contract hourly billing rate for each particular security officer. (Example: if the officer is paid an hourly wage of $10.00 and the contractor’s wage rate mark-up is 50%, City is billed $15.00 per hour for that officer. The mark-up shall be applied to the various hourly rates for all officers.)

<table>
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<tbody>
<tr>
<td>Hourly Straight Time Wage Rate Mark-Up for Billing Purposes</td>
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<td>Proposed Hourly Overtime Wage Multiplier</td>
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PROPOSAL ITEM #2: Proposed contract administrator salary wage rate mark-up for contract billing purposes.

This item consists of the mark-up to the salary wage paid to the contract supervisor that will be used to determine the contract billing rate for the supervisor.

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<tr>
<td>Salary Wage Rate Mark-Up for Billing Purposes</td>
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PROPOSAL ITEM #3: Proposed supplemental officer wage and wage rate mark-up for contract billing purposes.

This item consists of the wage to be paid to officers supplemental to standard contractual services and the mark-up to the hourly wage paid to the supplemental officer that will be used to determine the contract hourly billing rate for supplemental officer services.

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City reserves the right to determine and pay each security officer based on job assignment, responsibilities, cost of living increases, or other purposes.

List all benefits for the officers that are included in your standard billing rates and estimated hourly cost of each. (Be specific, e.g. vacation plan, sick leave, personal time off, medical insurance, life insurance, etc.)

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PROPOSAL FOR UNIFORMED SECURITY OFFICER SERVICES - ENVIRONMENTAL SERVICES - SOLID WASTE MANAGEMENT

PROPOSAL ITEM #1: Proposed security officer hourly wage rate mark-up for contract billing purposes.
This item consists of the mark-up to the hourly wage paid to the officer that will be used to determine the contract hourly billing rate for each particular security officer. (Example: if the officer is paid an hourly wage of $10.00 and the contractor’s wage rate mark-up is 50%, City is billed $15.00 per hour for that officer. The mark-up shall be applied to the various hourly rates for all officers.)

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PROPOSAL ITEM #2: Proposed supplemental officer wage and wage rate mark-up for contract billing purposes.
This item consists of the wage to be paid to officers supplemental to standard contractual services and the mark-up to the hourly wage paid to the supplemental officer that will be used to determine the contract hourly billing rate for supplemental officer services.

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City reserves the right to determine and pay each security officer based on job assignment, responsibilities, cost of living increases, or other purposes.

List all benefits for the officers that are included in your standard billing rates and estimated hourly cost of each. (Be specific, e.g. vacation plan, sick leave, personal time off, medical insurance, life insurance, etc.)

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PROPOSAL FOR UNIFORMED SECURITY OFFICER SERVICES - TACOMA DOME AND GREATER TACOMA CONVENTION CENTER

PROPOSAL ITEM #1: Proposed security officer hourly wage rate mark-up for contract billing purposes.

This item consists of the mark-up to the hourly wage paid to the officer that will be used to determine the contract hourly billing rate for each particular security officer. (Example: if the officer is paid an hourly wage of $10.00 and the contractor’s wage rate mark-up is 50%, City is billed $15.00 per hour for that officer. The mark-up shall be applied to the various hourly rates for all officers.)

- Hourly Straight Time Wage Rate Mark-Up for Billing Purposes ________%
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- Proposed Hourly Overtime Wage Multiplier

PROPOSAL ITEM #2: Proposed supplemental officer wage and wage rate mark-up for contract billing purposes.

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</table>
List the monthly cost to furnish an appropriate vehicle for officer use at the assigned site in order to fulfill required duties, including regular patrols as may be determined by the City of Tacoma.

Emergency Supplemental Vehicle (define billing structure & rate) $________________________
SERVICES CONTRACT

THIS CONTRACT, made and entered into effective as of March 1, 2023 (“EFFECTIVE DATE”), by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the “CITY”), and [INSERT legal name of Supplier exactly as it appears in Ariba including any dbas or trade names], (hereinafter may be referred to as “CONTRACTOR” or “SUPPLIER”);

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

1. Scope of Services

   The CONTRACTOR agrees to diligently and completely perform the services or deliverables consisting providing uniformed security as is described in RFP CT22-0358F attached hereto and incorporated herein.

2. Order of Precedence

   To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit __________ and __________, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling:
   1. Contract,
   2. CT22-0358F,
   3. vendor response to CT22-0358F

3. Changes to Scope of Work

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

4. On Call Contracts

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

5. Term
All services shall be satisfactorily completed on or before February 28, 2026 and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

6. Renewals

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

7. Delay

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

8. Compensation

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

9. Prevailing Wages

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

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

   1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.
2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.

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

10. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR’S full and complete performance of the Scope of Work hereunder shall not exceed $ 11,500,000 plus applicable taxes without a written and executed Amendment to this Contract. Said price shall be the total compensation for CONTRACTOR’S performance hereunder including, but not limited to, all work, deliverables, materials, supplies, equipment, subcontractor’s fees, and all reimbursable travel and miscellaneous or incidental expenses to be incurred by CONTRACTOR.

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

11. Payment

CONTRACTOR shall submit monthly invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY’S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to accountspayable@cityoftacoma.org.

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

12. Payment Method

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

13. Independent Contractor Status

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

14. Services Warranty

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

15. Reliance on CITY Provided Data or Information

CONTRACTOR is not entitled to rely on any information or data supplied by CITY and is obligated to independently verify any information or data supplied by CITY.
16. Contract Administration

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

17. Specific Personnel

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

18. Records Related to Performance of Contract

Upon CITY’s request, CONTRACTOR shall make available to CITY all accounts, records and documents related to the performance of this Contract for CITY’s inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract. Upon City’s request CONTRACTOR shall provide to CITY any and all records or documents related to the performance of this Contract that CITY deems to be public records responsive to a request made to the CITY pursuant to the Washington State Public Records Act, Chapter 42.56 Revised Code of Washington.

19. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of six years after receipt of the final payment under this Contract or termination of this Contract.

20. Notices

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

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<thead>
<tr>
<th>CITY:</th>
<th>CONTRACTOR:</th>
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<tbody>
<tr>
<td>Name:</td>
<td>Name:</td>
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<tr>
<td>Title:</td>
<td>Title:</td>
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<tr>
<td>Address:</td>
<td>Address:</td>
</tr>
</tbody>
</table>
21. Termination

A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY’s own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR’s breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

B. In the event CITY terminates this Contract due to the CITY’s own reasons and without cause due to the CONTRACTOR’s actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.

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

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

22. Suspension

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

23. Federal Funds

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

24. Taxes

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

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

25. Licenses and Permits

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

26. Indemnification

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

It is expressly agreed that with respect to design professional services performed by CONTRACTOR herein, CONTRACTOR's duty of indemnification, including the duty and cost to defend, against liability for damages arising out of such services or out of bodily injury to persons or damage to property shall, as provided in RCW 4.24.115 apply only to the extent of CONTRACTOR's negligence.
27. Title 51 Waiver

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

28. Insurance

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

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

29. Nondiscrimination

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

30. Conflict of Interest

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

31. DELETE THIS - City Ownership
This item was not required and can be deleted

32. Public Disclosure

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

33. Confidential or Proprietary Records Must be Marked

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

34. Duty of Confidentiality

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

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.

35. Approval for Release of Information Related to Contract

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

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

36. Dispute Resolution

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

37. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries

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

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

**Severability and Survival**

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

**Entire Agreement**

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

**Modification**

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

Name:                                        Name:
Title:                                       Title:

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

Director of Finance: ______________________________________________________________

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

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________

Approved By: ___________________________________________________________________
APPENDIX A
FEDERAL FUNDING

1. COPELAND ANTI-KICKBACK ACT

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

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

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

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

2. EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation
information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

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

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

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

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

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

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.

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

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

4. CLEAN AIR ACT

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

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

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

5. FEDERAL WATER POLLUTION CONTROL ACT

A. CONTRACTOR agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as
amended, 33 U.S.C. 1251 et seq.

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

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

6. DEBAMENT AND SUSPENSION

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

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

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

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

7. BYRD ANTI-LOBBYING AMENDMENT

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

B. If applicable, CONTRACTOR must sign and submit to the CITY the certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract.
8. PROCUREMENT OF RECOVERED MATERIALS

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

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

2. Meeting contract performance requirements; or

3. At a reasonable price.

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

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

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

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

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

___________________________________
Signature of Contractor’s Authorized Official

___________________________________
Name and Title of Contractor’s Authorized Official

_______________________ Date
APPENDIX B—Sub-recipient information and requirements

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

<table>
<thead>
<tr>
<th>(i) Agency Name (must match the name associated with its unique entity identifier)</th>
<th>(ii) Unique Entity Identifier (i.e., DUNS)</th>
<th>City of Tacoma Number for This Agreement</th>
</tr>
</thead>
<tbody>
<tr>
<td>(iii) Federal Award Identification Number (FAIN)</td>
<td>(iv) Federal Award Date</td>
<td>(v) Federal Period of Performance Start and End Date</td>
</tr>
<tr>
<td>(vi) Federal Budget Period Start and End Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(vii) Amount of Federal Funds Obligated to the agency by this action: $</td>
<td>(viii) Total Amount of Federal Funds Obligated to the agency</td>
<td>(ix) Total Amount of the Federal Award Committed to the agency $</td>
</tr>
<tr>
<td>(x) Federal Award Project Description:</td>
<td></td>
<td></td>
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CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS—City of Tacoma

<table>
<thead>
<tr>
<th>(xi) Federal Awarding Agency:</th>
<th>Pass-Through Entity:</th>
<th>Awarding Official Name and Contact Information:</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT OF THE TREASURY</td>
<td>City of Tacoma</td>
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<thead>
<tr>
<th>(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)</th>
<th>(xiii) Identification of Whether the Award is R&amp;D</th>
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<tr>
<th>(xiv) Indirect Cost Rate for the Federal Award</th>
<th>Award Payment Method (lump sum payment or reimbursement)</th>
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<tbody>
<tr>
<td>REIMBURSEMENT</td>
<td></td>
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</tbody>
</table>

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CORPORATE CIP CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

This corporate CIP Confidentiality and Non-Disclosure Agreement (Agreement) is entered into as of the date under the Company’s signature (Effective Date) by and between City of Tacoma, Department of Public Utilities, Light Division, d/b/a Tacoma Power (Tacoma Power) and Company Name, (“Company”).

Whereas, Tacoma Power has identified certain assets as BES Cyber Systems pursuant to NERC CIP Reliability Standards and related Tacoma Power policies and procedures; and;

Whereas, Tacoma Power anticipates the need to provide the Company with information that identifies, is about, or is related to BES Cyber Systems in connection with Company Name <list expected generic activities such as installation, programming, updates, maintenance, implementation> for Project Name (Project); and

Whereas, distribution and access to said information is restricted pursuant to NERC CIP Reliability Standards and Tacoma Power policies and procedures; and

Whereas, Tacoma Power is only willing to disclose and release such information to Company on a confidential basis and only in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived hereunder, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Confidential Information. The Parties expressly acknowledge and agree that to accomplish the objectives of the Project, information of a confidential, proprietary, systems security sensitive, and/or restricted nature may be disclosed to Company by Tacoma Power. This information may include equipment, capabilities, settings, layouts, diagrams, data, information, equipment, location, or information designated as a BES Cyber System or Critical Asset, and any documentation in print or electronic form that is or should be marked “Restricted Distribution under NERC-CIP” or “For Internal Use Only.”

   For purposes of this Agreement, such information shall be deemed “Confidential Information” and shall include (a) in the case of written and/or electronic information, all data, documents, records, and materials marked or otherwise identified as “confidential,” “proprietary,” “For Internal Use Only” or “Restricted Distribution under NERC-CIP” (b) in the case of verbal disclosures, information identified at the time of disclosure as confidential and/or restricted and confirmed in writing as such by Tacoma Power within ten (10) calendar days of the disclosure to Company, and/or (c) in the case of written, electronic, or verbal disclosure, information that should reasonably have been understood by the Company because of legends or other markings (e.g. marked confidential), the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to Tacoma Power.

   “Confidential Information” shall not include information that: (i) was known to the Company without breach of any contractual, fiduciary or other obligations prior to disclosure by Tacoma Power; (ii) is part of the public domain on the date of disclosure; (iii) can be demonstrated to have been independently
developed by Company without reference to the Confidential Information, or (iv) is required to be disclosed by operation of law, or pursuant to order of a governmental agency with jurisdiction.

2. Confidentiality Obligations. Company expressly agrees to hold in confidence and protect the Confidential Information from disclosure to anyone not authorized to receive, view, or use said information, which duty shall include taking reasonable precautions, but in no event less than due care, to prevent disclosure, publication, reproduction, or dissemination of the Confidential Information to anyone not authorized to receive or view the same. Company shall immediately advise Tacoma Power in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person that may come to Company’s attention.

3. Permissible Use of Confidential Information. Company expressly agrees to:

   A. Use the Confidential Information only when related to and within the scope and objectives of the Project and for the sole purpose of:
      
      Name general equipment, products, or services about which the Recipient need to be protective; AND

   B. Restrict access to the Confidential Information solely to Company’s employees to the extent they have a need to know such Confidential Information related to the Project. Company shall be responsible for any breach of the terms of this Agreement to the extent caused by its employees.

4. Prohibited Use. Company shall not use any Confidential Information disclosed by Tacoma Power, whether such disclosure is intentional or unintentional, for:

   A. Company’s commercial advantage or benefit;

   B. For any purposes not expressly contemplated by the Project; and/or

   C. In violation of applicable federal, state, or local laws.

5. Term. Given the sensitivity of the Confidential Information communicated to Company verbally, in writing, or electronically, the confidentiality and nondisclosure obligations herein shall be perpetual and Tacoma Power may exercise or pursue any remedies it deems necessary to protect the confidentiality of its Confidential Information provided to Company at any time.

6. Return or Destruction of Information and Copies. Upon request or within one (1) year of disclosure, whichever occurs first, Company shall return all Confidential Information, including all copies thereof in whatever form, to Tacoma Power within ten (10) days of receipt of such request or within one year of disclosure or Company shall destroy such information and copies and promptly provide Tacoma Power with written certification of such destruction.

7. No Ownership or License. Disclosure of Confidential Information by Tacoma Power hereunder shall not grant the Company any right or license to use the Confidential Information except as expressly set forth herein.
8. **Breach and Remedies.** The Parties agree that (1) the Confidential Information is a unique and valuable asset of Tacoma Power, (2) certain Confidential Information must be kept confidential pursuant to NERC Reliability Standards and to ensure Bulk Electric System reliability, (3) that Tacoma Power may be exposed to significant monetary and enforcement penalties or other damages if certain Confidential Information is disclosed, and (4) that Tacoma Power will be irreparably damaged if Company breaches the terms of this Agreement. Without limiting Tacoma Power’s right to damages, including monetary damages, for breach of this Agreement, the Parties further agree that in the event of any breach or threatened breach of this Agreement, Tacoma Power shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies, and without necessity of posting a bond or other security. Company shall indemnify Tacoma Power against all monetary damages, fees, enforcement or other penalties, or any costs arising from or associated with the unauthorized release of Confidential Information caused by or resulting from Company’s actions or failure to act including penalties imposed against Tacoma Power by FERC, NERC, WECC or other entity authorized to enforce the NERC Reliability Standards.

9. **No commitment for future business relationship(s) or contract(s).** Nothing contained in this Agreement shall be construed as creating any obligation or expectation on the part of either party to enter into a business relationship with the other party, or an obligation to refrain from entering into a business relationship with any third party. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the parties, it being understood that the parties are independent contractors vis-à-vis one another.

10. **Waiver.** Failure by Tacoma Power to enforce or exercise any provision, right or option contained in this Agreement will not be construed as a present or future waiver of such provision, right or, option.

11. **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Washington. Each Party hereby irrevocably consents to the jurisdiction and venue of any state or federal court located in Pierce County, Washington, with regard to any legal or equitable action or proceeding relating to this Agreement.

12. **Integration and Severability.** This Agreement represents the entire understanding between the Parties regarding the subject matter hereof, and the terms and conditions of this Agreement supersede the terms of any prior agreements or understandings, express or implied, written or oral. The provisions of this Agreement are to be considered as severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect to the extent possible and in keeping with the intent of the Parties.

13. **Miscellaneous.** This Agreement (a) may not be modified, except by mutual written agreement of the parties; (b) is not made for the benefit of any third parties; (c) may be executed and delivered in counterparts, including by fax or email, each of which will be deemed an original; and (d) may be imaged and stored electronically and introduced as evidence in any proceeding as if an original business record.
14. **Notice.** Notices under this Agreement must be sent in writing to the addresses below or to such other address as a party has notified the other in writing.

Company Name

Attn: ________________

Address 1

Address 2

Terry Gifford, UTS Operations Systems and Security Manager and CIP Sr. Manager
Tacoma Power, UTS, ABS-3
3628 South 35th Street
Tacoma, WA 98409

AND

Michael W. Smith, Deputy City Attorney
Tacoma Power, Legal Department, ABS-2
3628 South 35th Street
Tacoma, WA 98409
IN WITNESS WHEREOF, the Parties accept and agree to the above terms and conditions and by their signature below represent and warrant their authority to execute this Agreement.

Company Representative: ________________________________

[Enter Name and Title]

Date: ________________________________

City of Tacoma, Department of Public Utilities, Light Division, d/b/a Tacoma Power

Terry Gifford

UTS Operations Systems and Security Manager

and CIP Senior Manager

Date: ________________________________

Approved as to form by:

_________________________________________________________________

Michael W. Smith, Deputy City Attorney

Tacoma Public Utilities, City of Tacoma

Date: ________________________________
ATTESTATION TO DOCUMENT RECEIPT AND READING

I attest that Company Name was provided a copy of the current TPU Information Protection Plan and that Company Name will provide a way for employees assigned to work with Tacoma Power to review.

By: ____________________________ Date: _______________________________

[Type/Print Name Here],
Company Representative
APPENDIX C

Insurance Requirements

Wage Tables
The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

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

1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.

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

1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.

1.4. Insurance policies required under this Contract that name “City of Tacoma” as Additional Insured shall:
   1.4.1. Be considered primary and non-contributory for all claims.
   1.4.2. Contain a “Separation of Insured provision and a “Waiver of Subrogation” clause in favor of City of Tacoma.

1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.

1.6. Verification of coverage shall include:
   1.6.1. An ACORD certificate or equivalent.
   1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
   1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.

1.7. Liability insurance policies, with the exception of Professional Liability and Workers’ Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
   1.7.1. No specific person or department should be identified as the additional insured.
   1.7.2. All references on certificates of insurance and endorsements shall be listed as “City of Tacoma”.
   1.7.3. The City of Tacoma shall be additional insured 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 for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.

1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.

1.10. Liability insurance policies shall be written on an “occurrence” form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security

1.11. If coverage is approved and purchased on a “Claims-Made” basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.

1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.

1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.

1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.

1.15. 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.

1.16. 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 has changed.
1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.

1.18. 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).

1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.

1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. 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.

4.1 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. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars ($1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles.
Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if “Pollutants” are to be transported.

4.3 **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. The Contractor must comply with their domicile State Industrial Insurance laws if it is outside the State of Washington.

4.4 **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.

4.5 **Professional Liability Insurance or Errors and Omissions**
Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars ($2,000,000). If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage. If provided on a “claims-made” basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.6 **Excess or Umbrella Liability Insurance**
Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Ten Million Dollars ($10,000,000) 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.

4.7 **Cyber/Privacy and Security Insurance**
Contractor shall maintain Cyber Privacy and Security Insurance with coverage of not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required law or Contract. Coverage shall include notifications and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

4.8 **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.
# Tacoma Public Utilities Wage Rates

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<th>0-9 Months Pay Rate</th>
<th>10+ Months Pay Rate</th>
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<td><strong>Cushman</strong></td>
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<td>$ 21.07</td>
</tr>
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APPENDIX D

Maps
COWLITZ PROJECT AREA MAP

DIRECTIONS:

COWLITZ TROUT HATCHERY
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 7 MI., TURN RIGHT ONTO TUCKER RD. (GROCERY STORE WILL BE ON THE LEFT). FOLLOW TUCKER RD. 1.5 MI., VEER LEFT ONTO CLASSE RD. AT "T" TURN LEFT ONTO SPENCER RD. FOLLOW SPENCER RD. 2 MI. AND TURN RIGHT ONTO COWLITZ GAME FISH HATCHERY DRIVEWAY. FOLLOW DRIVEWAY .75 MI. TO HATCHERY.

COWLITZ SALMON HATCHERY
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 12 MI., TURN RIGHT ONTO FULLER RD. FOLLOW FULLER RD. TO "T", TURN LEFT AND TRAVEL 1.1 MI. CONTINUE DOWNHILL TO SALMON HATCHERY.

GLENOMA COMMUNITY PARK
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 40 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FIRST LEFT ONTO IMPROVED DIRT ROAD (CHAMPION HAUL ROAD). FOLLOW CHAMPION HAUL ROAD APPROXIMATELY 3.4 MI. TO FIRST LEFT, GLENOMA ROAD. TRAVEL APPROXIMATELY 1/2 MI. TO PARK.

KOSMOS BOAT LAUNCH
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 48 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FOLLOW SIGNS TO THE BOAT LAUNCH.

MAYFIELD LAKE PARK
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE EAST APPROXIMATELY 19 MI., TURN LEFT ONTO BEACH ROAD (APRX. 1 MI. PAST MAYFIELD LAKE BRIDGE). TRAVEL 1/2 MI. TO PARK.

MAYFIELD OFFICE BUILDING, DAM & POWERHOUSE
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE 14 MI., TURN RIGHT JUST BEFORE SMALL STORE ON GERSHICK RD. FOLLOW GERSHICK RD. TO CYCLONE FENCE/Gate. PASS THROUGH GATE AND FOLLOW ONE-LANE ROAD TO MAYFIELD OFFICE ON THE LEFT. TO REACH THE POWERHOUSE, CONTINUE DOWN HILL TO THE END OF THE ROAD.

MOSSYROCK PARK
MOSSYROCK PARK IS LOCATED ABOUT 90 MILES SOUTH OF TACOMA IN LEWIS COUNTY NEAR THE TOWN OF MOSSYROCK. FROM TACOMA TAKE I-5 SOUTH TO STATE ROUTE 12 (EXIT 68 "MORTON"), TURN LEFT EASTBOUND ON STATE ROUTE 12 FOR APPROXIMATELY 21 MILES. TURN RIGHT ON WILLIAMS STREET (FLASHING YELLOW LIGHT), CONTINUE ON WILLIAMS STREET TO THE TOWN OF MOSSYROCK. WHEN YOU REACH THE "T", TURN LEFT ONTO EAST STATE STREET AND GO FOR 3 MILES TO MOSSYROCK PARK ENTRANCE.

MOSSYROCK POWERHOUSE
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 21 MI. TO WILLIAMS ST (FLASHING YELLOW CAUTION LIGHT) AND TURN RIGHT. CONTINUE ON WILLIAMS ST. FOR 8.4 MI. TO STATE STREET. TURN LEFT (EAST) ON EAST STATE ST. FOR 2.9 MI. TO YOUNG ROAD. TURN LEFT (NORTH) ON YOUNG ROAD AND FOLLOW YOUNG ROAD FOR A MILE. TURN RIGHT AT MOSSYROCK DAM VIEW POINT SIGN, GO .5 MI. AND TURN LEFT ON DAM ACCESS ROAD. GO 1.3 MI. TO DAM/POWERHOUSE.

TAIDNAPAM PARK
FROM TACOMA, TAKE I-5 SOUTH, DRIVE 66 MI. TO EXIT 68, "MORTON". TURN LEFT ONTO HWY. 12 EAST, DRIVE APPROXIMATELY 48 MI. AND TAKE A RIGHT TURN ON KOSMOS ROAD AND FIRST LEFT ONTO IMPROVED DIRT ROAD (CHAMPION HAUL ROAD). FOLLOW CHAMPION HAUL ROAD APPROXIMATELY 4 MI. TO TADNAPAM PARK ENTRANCE.
**DIRECTIONS -**

**CUSHMAN NO. 1 DAM AND POWERHOUSE VICINITY:**

FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 181 NORTH. FOLLOW HWY. 181 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 181 NORTH 2.7 MILES TO HOODSPORT AND TURN LEFT ONTO HWY. 119 AT "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 4.4 MI. AND TAKE A LEFT ON N. STANDSILL DR. CONTINUE PAST LAKE CUSHMAN FIRE DISTRICT BUILDING FOR APRX. 600 YARDS TO DAM CONTROL BUILDING AND SWITCHYARD ENCLOSED IN FENCED AREA WITH RESTRICTED AREA SIGNS.

**CUSHMAN NO. 2 DAM AND POWERHOUSE VICINITY:**

FROM TACOMA TAKE I-5 SOUTH FOR 28 MILES. TAKE EXIT 104 TO HWY. 181 NORTH. FOLLOW HWY. 181 32 MILES. CUSHMAN POWERHOUSE NO. 2 WILL BE ON THE LEFT FROM POWERHOUSE NO. 2 CONTINUE ON HWY. 181 NORTH 2.7 MILES TO HOODSPORT. TURN LEFT ONTO HWY 119 AT THE "CUSHMAN STAIRCASE" SIGN. FOLLOW ROAD 2.5 MILES AND TURN LEFT AT GROCERY STORE ONTO LOWER LAKE DR. TRAVEL 1.1 MILES AND TURN LEFT ONTO RESTRICTED CITY DRIVeway TO CUSHMAN NO. 2 DAM GATE DIRECTLY AHEAD.