



TACOMA PUBLIC LIBRARY

REQUEST FOR PROPOSAL

DOWNTOWN LIBRARY PARTNER-TENANTS

SPECIFICATION NO. LB23-0292F



Tacoma Public Library

REQUEST FOR PROPOSALS LB23-0292F
Downtown Library Partner-Tenants

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, June 18, 2024

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email, sendbid@cityoftacoma.org, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

Table with 2 columns: By Email (sendbid@cityoftacoma.org, 35 MB limit) and In Person (Tacoma Public Utilities Administration Building North, 3628 South 35th Street, Tacoma, WA 98409, Monday-Friday 8:00 am to 4:30 pm)

Bid Opening: Submittals must be received by the City's Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday's at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday's at 11:15 a.m. Attend via this link or call 1 (253) 215 8782.

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

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

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

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

Project Scope: TPL is seeking two organizations to provide free or low-barrier complementary services, activities, or programs on-site for the public in exchange for well-below-market rent.

Estimate: N/A

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

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

Title VI Information:

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

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

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



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

Table of Contents

SUBMITTAL CHECK LIST 4

1. BACKGROUND 5

2. MINIMUM REQUIREMENTS 5

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

4. CONTRACT TERM..... 6

5. CALENDAR OF EVENTS 7

6. INQUIRIES 7

7. PRE-PROPOSAL MEETING..... 7

8. DISCLAIMER..... 7

9. EVALUATION CRITERIA..... 8

10. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria..... 8

11. TPL INTERVIEWS / PRESENTATIONS.....10

12. RESPONSIVENESS10

13. ACCEPTANCE / REJECTION OF SUBMITTALS.....11

14. CONTRACT OBLIGATION.....11

15. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS11

16. INSURANCE REQUIREMENTS.....11

17. PAID LEAVE11

18. PARTNERSHIPS11

19. COMMITMENT OF ORGANIZATION KEY PERSONNEL12

20. AWARD.....12

21. ENVIRONMENTALLY PREFERABLE PROCUREMENT12

22. PROPRIETARY OR CONFIDENTIAL INFORMATION.....13

23. ADDENDUMS13

APPENDIX A14


APPENDIX B15

APPENDIX C16

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 TPL of Tacoma Purchasing Division by the date and time specified in the Request for Proposal page.

The following items make up your submittal package:	
One electronic copy sent by email in pdf format. Maximum file size: 35 MB. Multiple emails may be sent for each submittal.	
Signature Page (Appendix A)	
Information in Section 10 (Content To Be Submitted)	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements if required	

1. BACKGROUND

Tacoma Public Library's (TPL) Main Library (1102 Tacoma Ave S.) is undergoing a renovation that is creating multiple spaces intended to house community partners, grass roots, or non-profit organizations whose strategic priorities align with the Library's in an "incubator"-like space. TPL is seeking two organizations to provide free or low-barrier complementary services, activities, or programs on-site for the public in exchange for well-below-market rent. Two available spaces (one 886 sq. ft. and one 1,172 sq. ft.) will allow partner-tenants to be embedded within TPL, providing services, entertainment, and enrichment to TPL patrons and community members. In addition to the designated areas, partner-tenants will have shared access to flexible meeting and programming spaces, single-stall restrooms, a tenant break room with kitchenette, a dedicated ingress/egress allowing operation outside of TPL hours, and a ~2,000 sq ft open space that can accommodate activities, catered events, presentations, and more.

In addition to providing services on-site, tenants will be required to pay TPL a below-market lease. 2024's rate is \$0.55 per square foot.

Tenant Space #	Square Footage	Monthly Lease
207	886	\$487.30
206	1172	\$644.60

A map showing the planned layout of the tenant areas has been included in the technical specifications (Appendix A). Layouts and square footage may change slightly from what's shown due to potential issues discovered during construction.

TPL anticipates awarding up to two contracts depending on the proposals and needs of the winning bidders.

Submittals and/or the selected respondent(s) may be used for future tenant openings at the sole discretion of TPL for up to two years.

To learn more about Tacoma Public Library, visit www.tacomalibrary.org.

2. MINIMUM REQUIREMENTS

Respondents must be not-for-profit organizations and demonstrate the following:

- Experience providing programs, classes, or other public-facing educational sessions (one or more years of experience)
- Demonstrable capacity to provide a minimum of 40 hours (preferably more) of free, on-site public programming per year. This may include events, classes, drop-in hours, etc.
- Experience establishing capacity-building partnerships with community organizations (two examples of partnerships)

3. SCOPE OF SERVICES AND DELIVERABLES

It is TPL's intent to select partners based on qualifications and abilities of the organization, as well as their alignment with TPL's mission, vision, values, and strategic priorities). Partner-tenants will be expected, at a minimum, to:

- Provide free programmatic services (e.g., creative arts, instructional, social services, etc.) that:
 - Complement existing TPL services
 - Complement existing partner-tenants' services (Tacoma Tool Library and Write253)
 - Align with TPL's Strategic Plan (<https://www.tacomalibrary.org/strategic-plan/>)
 - Advance TPL's Strategic Priorities (see plan linked above)
- Work in a collaboratively in a shared environment with TPL staff and other service providers
- Provide the programming proposed in their response to this solicitation
 - Programming can be in-person classes, workshops, performances, demonstrations, etc.
 - Minimum 40 hours per year of free programming. Proposed programming above this minimum will be considered during scoring of responses
- Keep their space tidy and presentable and report health or safety issues to the appropriate Library staff
- Operate safely and in cooperation and compliance with Library staff, policies, and functions
- Clean up after all programming, whether in tenant spaces or shared areas
- Refrain from activities that put TPL's collections or staff at risk
- Report attendance or other programming metrics to TPL
- Provide an in-person report to the Tacoma Public Library Board of Trustees 1x/year

4. CONTRACT TERM

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

5. CALENDAR OF EVENTS

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

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

Publish and issue RFP:	5/9/2024
Pre-Submittal Questions:	5/23/2024
Response to Questions:	5/30/2024
Submittal Due Date:	6/18/2024
Submittal Evaluated:	June/July/August 2024
Interviews/presentations, on or about:	July/August 2024
Award Notification:	July/August 2024

6. INQUIRIES

6.1 Questions should be submitted to Ryan Foster via email to rfoster1@cityoftacoma.org.
Subject line to read:

LB23-0292F – Library Partner Tenants – *VENDOR NAME*

6.1 Questions are due by 3 pm on the date included in the *Calendar of Events* section.

6.2 Questions marked confidential will not be answered or included.

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

6.4 The answers are not typically considered an addendum.

6.5 TPL will not be responsible for unsuccessful submittal of questions.

6.6 Written answers to questions will be posted alongside the specifications at www.tacomapurchasing.org

7. PRE-PROPOSAL MEETING

A pre-proposal meeting will be not be held.

8. DISCLAIMER

TPL 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 TPL, or any other activities related to responding to this RFP, or to any subsequent requirements of the contract negotiation process.

9. EVALUATION CRITERIA

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

Criteria	Max Points
Qualifications/Experience of Organization	20
Qualifications / Experience of Key Personnel	25
Evaluation of Proposed Programs	20
Examples of Previous Programs	20
Landlord References	5
Form 990s / financial reports	5
Sustainability	5
Total	100

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

- 9.1** The SAC may select one or more respondent to provide the services required.
- 9.2** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect the rating. TPL reserves the right to contact references other than those included in the submittal.
- 9.3** A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

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

Proposals should be formatted as 8 ½" x 11". A "page" is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75" or greater. Submittals should be limited to a maximum of 10 pages, double-sided, or 20 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

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

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

Respondents are to provide complete and detailed responses to all items below. Submittals that are incomplete or conditioned in any way that contain alternatives or items not called for in this

RFP, or not in conformity with law, may be rejected as being non-responsive. TPL will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

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

TPL reserves the right to request clarification of any aspect of a Organization's submittal, or request additional information that might be required to properly evaluate the submittal. A Organization's failure to respond to such a request may result in rejection of the Organization's submittal. Organizations 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 TPL. TPL's retention of this right shall no way diminish a Proposer's responsibility to submit a submittal that is current, clear, complete and accurate.

10.1 Qualifications/Experience of Organization – 20 points

Describe your organization's ability to provide the service. Note that personnel experience is covered in 10.2

10.2 Qualifications / Experience of Key Personnel – 25 points

List key personnel that run the organization and will be responsible for programming. Include a brief bio or resume outlining the experience of the key personnel that will be involved.

10.3 Proposed Programs – 20 points

Describe proposed programming that would take place at the Main or other libraries as a result of this partnership. Indicate target audience, estimated attendance per session, and any experience hosting a program previously.

10.4 Examples of Previous Programs – 20 points

Describe previous programming your organization has provided to members of the public. Describe the population served, the number people reached.... Give at least two examples of different programs.

10.5 Landlord References – 5 points

Please provide written references from all landlords for the previous three years. Organizations younger than this should submit letters covering an applicable period.

10.6 Form 990s – 5 points

If available, provide your organization's Form 990 or 990-Ns for the previous three years. If your organization is not a 501c3, please provide a brief accounting of assets and expenditures

for the equivalent period of time. Organizations younger than this should submit all available forms/reports.

10.7 Sustainability – 5 points

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

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

Yes No

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

11. TPL INTERVIEWS / 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.

TPL reserves all rights to begin contract negotiations without conducting interviews.

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

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

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

12. RESPONSIVENESS

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

All submittals will be reviewed by TPL 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. TPL 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 TPL, best meets the requirements set forth in this RFP.

13. ACCEPTANCE / REJECTION OF SUBMITTALS

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

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

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

14. CONTRACT OBLIGATION

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

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

15. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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

16. INSURANCE REQUIREMENTS

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

17. PAID LEAVE

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

18. PARTNERSHIPS

TPL will allow Organization to engage partners to respond to this RFP. Respondents may team under a Prime Respondent's submittal to provide responses to all sections in a single

submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between TPL and the Prime Respondent. TPL reserves the right to select more than one Prime Respondent.

19. COMMITMENT OF ORGANIZATION 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 TPL. Substantial organizational or personnel changes within the agency are expected to be communicated immediately. Failure to do so could result in cancellation of the Contract.

20. AWARD

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

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

21. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

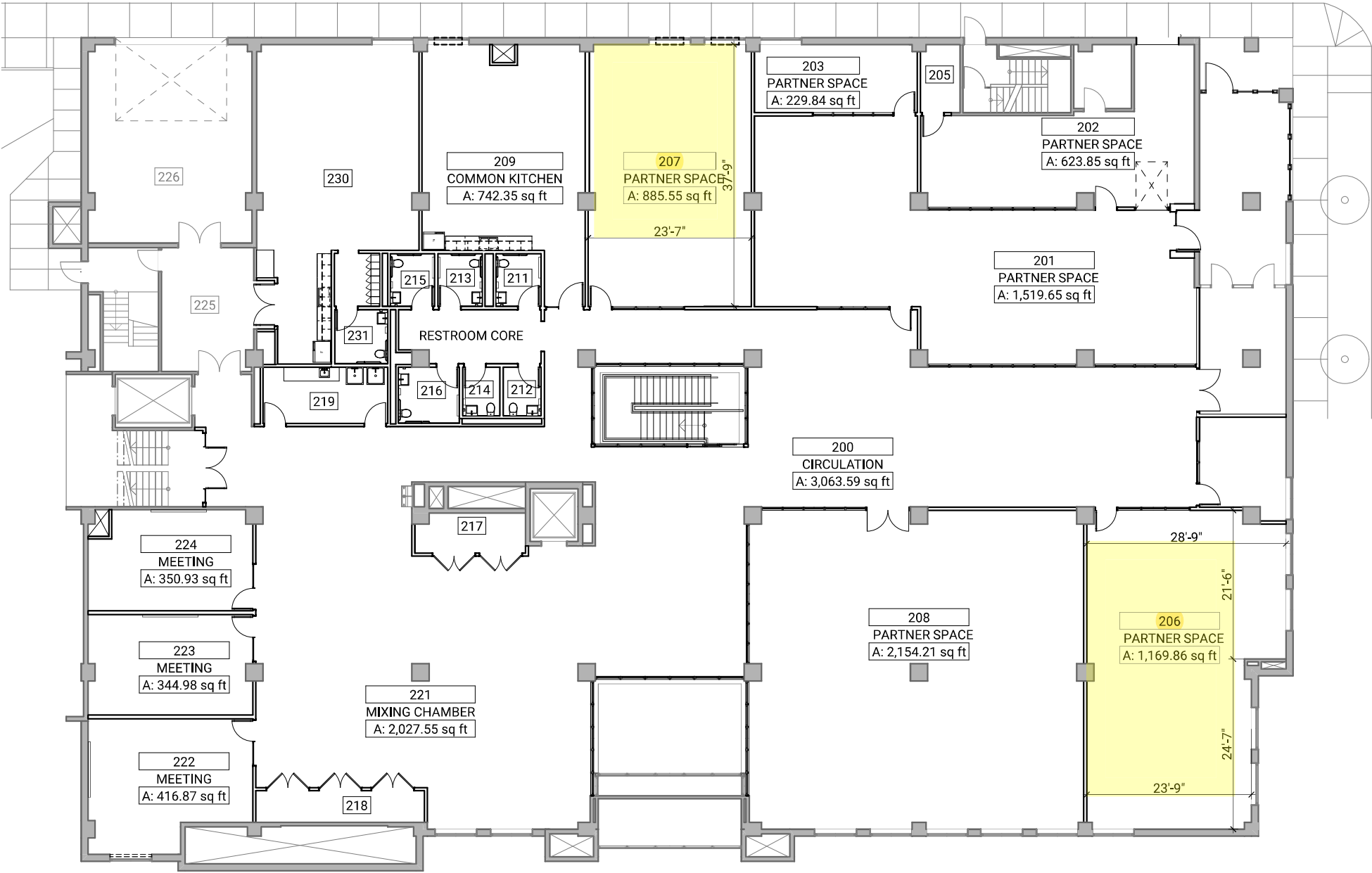
22. ADDENDUMS

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

APPENDIX A

Technical Specifications

Please see drawing below. The highlighted portions are the spaces that will be made available for rent.



LEVEL 2

PARTNER PLAN

APPENDIX B

Signature Page

SIGNATURE PAGE

TACOMA PUBLIC LIBRARY

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 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. LB23-0292F
Downtown Library Partner-Tenants**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

APPENDIX C

Sample Contract

Insurance Requirements

**AGREEMENT FOR THE PROVISION OF SERVICES AT TACOMA PUBLIC LIBRARY
BETWEEN TACOMA PUBLIC LIBRARY and VENDOR**

THIS AGREEMENT, made and entered into this ____ day of _____, 20__, by and between the **TACOMA PUBLIC LIBRARY**, (hereinafter referred to as the “LIBRARY” or “TPL”), and **Vendor** (hereinafter referred to as “SERVICE PROVIDER”), collectively the “Parties”;

WHEREAS, the LIBRARY has determined a need to provide working space at a low cost to essential service providers and that by doing so the LIBRARY can provide more services and programs to the people of Tacoma, and

WHEREAS, SERVICE PROVIDER has the necessary skills, knowledge, staff, and expertise to provide such services to the people of Tacoma, and

WHEREAS, SERVICE PROVIDER desires to provide such services to the people of Tacoma and has agreed to provide the services described in Exhibit A and compensate the LIBRARY for costs and expenses as described in Exhibit B, and

WHEREAS, in exchange for the SERVICE PROVIDER delivering the services as described in Exhibit A and compensating the LIBRARY as described in Exhibit B, the LIBRARY will provide working space and support as described in Exhibit C, and

NOW, THEREFORE, in consideration of the mutual promises and obligations hereinafter set forth, the Parties agree as follows:

I. Services and Programs.

SERVICE PROVIDER agrees to perform and deliver the services and programs to the LIBRARY for the benefit of the People of Tacoma as described in Exhibit A attached hereto and incorporated herein.

II. Compensation and Use of Premises.

SERVICE PROVIDER shall provide compensation to the LIBRARY as described in Exhibit B. SERVICE PROVIDER shall be owed no monetary compensation from the LIBRARY in performance of this agreement. The Parties agree that the sole compensation for the services performed by SERVICE PROVIDER is the use of Premises including the facilities and support provided by the LIBRARY as described in Exhibit C at the costs described in Exhibit B. Exhibits B and C are both attached hereto and incorporated herein.

III. Term/Termination of Agreement.

A. Term. This Agreement shall be effective as of the date first hereinabove written and, unless sooner terminated pursuant to the terms hereof, shall remain in effect for twenty-four (24) months from such date ("Term").

B. Renewal. The Parties may renew the Agreement upon the same terms and conditions upon a written and mutually executed Amendment to this Agreement; Parties may renew as soon as 6 months prior to the expiration of the current term.

C. Termination. The LIBRARY may terminate this Agreement at any time upon SERVICE PROVIDER's noncompliance with the terms of this Agreement.

Additionally, the LIBRARY may terminate this agreement for convenience, with or without cause, upon giving 60 days notice to SERVICE PROVIDER in writing. In the event of termination, SERVICE PROVIDER shall as soon as reasonably practicable thereafter remove its personal property from the Premises. Termination of this Agreement does not prohibit the Library from seeking other remedies it may be entitled to under the law.

D. Suspension. The LIBRARY and SERVICE PROVIDER may mutually agree to suspend performance under this Agreement. Such mutual agreement shall be in writing and indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be mutually agreed upon between the Parties. SERVICE PROVIDER shall resume performance of services under this Agreement without delay when the suspension period ends.

E. Force Majeure. Neither party shall be considered to be in default in the performance of this Agreement to the extent that performance is prevented or delayed by any cause which is beyond the reasonable control of the affected party. The Parties specifically agree that the Premises may be closed and that the SERVICE PROVIDER's access to the Premises may be prevented to be in compliance with safety precautions.

F. Review. The Library may conduct a review of SERVICE PROVIDER's performance under the Agreement. The purpose of any such review shall be to ensure, with the benefit of full opportunity for public comment, that SERVICE PROVIDER continues to effectively serve the public in the light of community needs and interests, and other such factors. Both the Library and SERVICE PROVIDER agree to make a full and good faith effort to participate in the review. If, after completion of each such review, the Library and SERVICE PROVIDER agree that the public interest will be

served by modifying certain Agreement obligations, the Library may modify or extend the term, with the written consent of SERVICE PROVIDER.

IV. Rights in Data and Publications.

SERVICE PROVIDER shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

V. Agreement Administration and Management.

- A. The LIBRARY Director or their designee shall have primary responsibility for approving any significant changes to services to be performed by SERVICE PROVIDER pursuant to the Agreement.
- B. Any and all notices affecting or relative to this Agreement shall be effective if in writing and emailed or mailed, postage prepaid, to the respective party being notified at the address listed with the signature of this Agreement.
- C. SERVICE PROVIDER, at such times and in such form as the LIBRARY may require, shall furnish the Library Director and/or the Library Board of Trustees with annual reports or presentations pertaining to the work and services undertaken pursuant to this Agreement. The reports shall be scheduled in coordination with the LIBRARY Director or their designee. Such reports may include but not be limited to the following:
 - 1. Number of Services or Programs provided.
 - 2. Number of persons attending each program Description of Services or Programs provided.
 - 3. Annual plans.
 - 4. Identity of SERVICE PROVIDER Staff providing services and programs at the Premises.

The Library and SERVICE PROVIDER will mutually agree upon a process for evaluation of the services provided by SERVICE PROVIDER.

- D. SERVICE PROVIDER shall comply with all applicable federal, state and local laws, ordinances, rules and regulations. Additionally, SERVICE PROVIDER shall comply with all recommendations or requirements from LIBRARY in regards to safety concerns.
- E. SERVICE PROVIDER shall not assign, sub-agreement, delegate, or transfer any obligation, interest or claim to or under this Agreement without the prior written consent of the LIBRARY.

VI. Independent SERVICE PROVIDER Status.

- A. SERVICE PROVIDER is and shall be at all times during the term of this Agreement an independent SERVICE PROVIDER, and not an employee of the LIBRARY.
- B. SERVICE PROVIDER acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Agreement, and SERVICE PROVIDER agrees to comply with all applicable laws regarding the reporting of income, maintenance of insurance and records, and all other requirements and obligations imposed as a result of SERVICE PROVIDER'S status as an independent SERVICE PROVIDER. If the LIBRARY is assessed, liable or responsible in any manner for those charges or taxes, SERVICE PROVIDER agrees to hold the LIBRARY harmless from those costs, including attorney's fees.
- C. SERVICE PROVIDER shall provide at its sole expense all materials, staffing, and other necessities to perform its duties under this Agreement, except as otherwise specified in this Agreement.
- D. SERVICE PROVIDER shall keep in force any and all necessary licenses and permits including a business license under Tacoma Municipal Code § 6B.20 and shall pay business and occupation taxes as required by Tacoma Municipal Code § 6A.30.
- E. This Agreement shall be for the sole benefit of the parties hereto, and nothing contained herein shall create a Agreemental relationship with, or create a cause of action in favor of, a third party against either party hereto.

VII. Indemnification, Insurance, and Non-waiver

- A. SERVICE PROVIDER shall indemnify, defend, and hold harmless the LIBRARY, 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 Agreement; provided that this provision shall not apply to the extent that damage or injury results from the fault of the LIBRARY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B. SERVICE PROVIDER specifically assumes potential liability for actions brought by SERVICE PROVIDER'S own employees against the LIBRARY and, solely for the purpose of this indemnification and defense, SERVICE PROVIDER specifically waives any immunity under the state industrial insurance law, Title 51 RCW. THE SERVICE PROVIDER RECOGNIZES THAT THIS WAIVER WAS SPECIFICALLY ENTERED INTO PURSUANT TO THE PROVISIONS OF RCW 4.24.115 AND WAS THE SUBJECT OF MUTUAL NEGOTIATION.

- C. These indemnifications shall survive termination of this Agreement.
- D. SERVICE PROVIDER agrees that, throughout the term of this Agreement, it shall at SERVICE PROVIDER's sole expense, prior to commencement of services, obtain and carry adequate Commercial General Liability coverages including bodily injury and property damage, as reasonably required by the Library, to protect the Library, its , and appointed officers, agents, and employees against claims and damages that may arise as a result of the use of the Library Premises, for persons utilizing SERVICE PROVIDER services pursuant to Attachment A on the Library Premises, all in a form and pursuant to endorsements as approved of by the Assistant Director for Management Services.

SERVICE PROVIDER shall provide to the Library, Certificates of insurance, reflecting evidence of the required insurance and naming the Library as an additional insured on the general liability policies described above, which shall be filed with the Library's Finance Manager. The certificate shall be filed with the Agreement and annually thereafter, and as provided in below.

In the event that the insurance certificate provided indicates that the insurance shall terminate or lapse during the period of the Agreement then, SERVICE PROVIDER shall furnish, at least 30 days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage has been or will be obtained prior to any such lapse or termination during the balance of the period of the Agreement.

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

VIII. Non-discrimination.

SERVICE PROVIDER agrees to take all steps necessary to comply with all federal, state laws, and LIBRARY policies regarding non-discrimination and equal employment opportunities. SERVICE PROVIDER shall not discriminate in any employment action because of race, creed, color, national origin, marital status, sex, age, or the presence of any sensory, mental or physical handicap. In the event of non-compliance by SERVICE PROVIDER with any of the non-discrimination provisions of this Agreement, the LIBRARY shall be deemed to have cause to terminate this Agreement, in whole or in part.

IX. Conflict of Interest.

No officer, employee or agent of the LIBRARY, nor any member of the immediate family of any such officer, employee or agent as defined by LIBRARY resolution, shall have any personal financial interest, direct or indirect, in this Agreement, either

in fact or in appearance. SERVICE PROVIDER shall comply with all federal, state, and other applicable conflict of interest laws, statutes and regulations. SERVICE PROVIDER represents that SERVICE PROVIDER presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Agreement pertains which would conflict in any manner or degree with the performance of SERVICE PROVIDER'S services and obligations hereunder. SERVICE PROVIDER further covenants that, in performance of this Agreement, no person having any such interest shall be employed.

X. Interpretation and Venue.

- A. Washington law shall govern the interpretation of this Agreement. Pierce County shall be the venue of any arbitration or lawsuit arising out of this Agreement.
- B. If one or more of the clauses of this Agreement is found to be unenforceable, illegal or contrary to public policy, the Agreement will remain in full force and effect except for the clauses that are unenforceable, illegal or contrary to public policy.
- C. This Agreement constitutes the complete and final agreement of the parties, replaces and supersedes all oral and/or written proposals and agreements heretofore made on the subject matter, and may be modified only by a writing signed by both parties.

XI. Records Retention, Public Disclosure, and Confidential Records.

- A. The SERVICE PROVIDER shall establish and maintain records with respect to all matters related to the performance of this Agreement. Except as otherwise authorized by the LIBRARY, the SERVICE PROVIDER shall retain such records for a period of six (6) years after receipt of the final payment under this Agreement or termination of this Agreement.
- B. This Agreement and documents provided to the LIBRARY by SERVICE PROVIDER hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the LIBRARY may be required, upon request, to disclose this Agreement and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event LIBRARY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and SERVICE PROVIDER has complied with the requirements herein to mark all content considered to be confidential or proprietary, LIBRARY agrees to provide SERVICE PROVIDER written notice of impending release. Should legal action thereafter be initiated by SERVICE PROVIDER to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by SERVICE PROVIDER, including any damages, attorneys' fees or costs awarded by reason of having opposed disclosure. LIBRARY shall not be liable for any release where notice was provided and SERVICE PROVIDER 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 SERVICE PROVIDER according to the "Notices" provision herein.

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

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first written above.

TACOMA PUBLIC LIBRARY

VENDOR

Director

Sample Name

EXHIBIT A

SERVICES AND PROGRAMS

1. Intent and Relations:

The mission of the LIBRARY is to empower the community by bringing people together to discover, connect, create, learn, and thrive. The LIBRARY as part of its mission is committed to being a radically welcoming and trusted community hub where all people can find joy, compassion, and inspiration.

SERVICE PROVIDER has as its mission to " _____ INSERT SERVICE PROVIDER MISSION/PURPOSE HERE _____".

The LIBRARY and SERVICE PROVIDER can achieve the goals of each Party through an agreement by which SERVICE PROVIDER will provide the services and programs described herein on the premises of the LIBRARY as described in Exhibit C (hereinafter "Premises"). The LIBRARY will benefit by utilization of its resources to make such services and programs available and easily accessible for the people of Tacoma and SERVICE PROVIDER will benefit by the LIBRARY providing a location and facilities for such programs to be provided.

2. **Obligations of SERVICE PROVIDER.**

- a) **SERVICE PROVIDER Services and Programs.** SERVICE PROVIDER shall provide its regular services and programs as described in the SERVICE PROVIDER'S mission and at an agreed-upon schedule, at the Main Library Premises.
- b) **Compliance with TPL Rules and Regulations.** SERVICE PROVIDER, its officers and directors, employees, agents, and volunteers (hereafter "SERVICE PROVIDER Staff") while on the Premises in performance of this agreement, shall comply will all applicable rules and regulations of the LIBRARY. SERVICE PROVIDER Staff, while on the Premises in performance of this Agreement, shall wear in a visible and observable location on his/her person, an identification badge that clearly identifies said person as SERVICE PROVIDER Staff.
- c) **Use of Equipment.** SERVICE PROVIDER Staff while on the Premises and in performance of this Agreement, shall use equipment provided by the LIBRARY for use by SERVICE PROVIDER Staff, in the manner for which it was intended and in accordance with the terms and conditions of this Agreement and as instructed by LIBRARY STAFF.
- d) **Supervision.** SERVICE PROVIDER Staff shall be at all times under the supervision and control of SERVICE PROVIDER; provided however, that LIBRARY staff has authority to require compliance with rules and regulations of the LIBRARY.

3. **SERVICE PROVIDER Staff.** SERVICE PROVIDER Staff shall not represent themselves to be agents or employees of the LIBRARY and shall limit their activities to those specified herein. Further, SERVICE PROVIDER Staff shall not provide services performed by LIBRARY staff including but not limited to, check out of circulation materials and answering reference questions. SERVICE PROVIDER shall ensure that

all SERVICE PROVIDER Staff comply with the rules and regulations of the LIBRARY and the terms and conditions of this Agreement. SERVICE PROVIDER agrees that in the event of misconduct or persistent or flagrant violation of such rules and regulations or the terms and conditions of this Agreement by a SERVICE PROVIDER Staff member, upon request of the LIBRARY Director, said SERVICE PROVIDER Staff member shall no longer be authorized by SERVICE PROVIDER to provide services pursuant to this Agreement.

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EXHIBIT "B"

FEE SCHEDULE

Section 1: Fee Schedule and Payment

The LIBRARY's preferred method of payment is by Electronic Funds Transfer (EFT), followed by Automated Clearing House (ACH), then check or other cash equivalent. The Library, in its sole discretion, will determine the method of payment for this Agreement.

Monthly Fee: \$XXXXXX/square foot

Square Feet: XXXX

Monthly Payment: \$XXXXXX

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EXHIBIT "C"

USE OF PREMISES

1. **Access to Premises.** The Library recognizes that SERVICE PROVIDER will require access to the Premises during the Library's non-business hours. SERVICE PROVIDER recognizes that the Library is responsible for maintaining the security and safety of its property and patrons. Therefore, SERVICE PROVIDER Staff shall have access to the Premises only as authorized pursuant to procedures authorized by the Library by and through the Library Director, which procedures shall authorize necessary SERVICE PROVIDER staff access to the Premises during non-business hours.
 - b) Notification. SERVICE PROVIDER shall notify TPL of anticipated access during non-business hours at least 48 hours prior to access. Emergency access to the premises is permitted with immediate notification to TPL. Notification shall be made to:
 - i) Library Director
 - ii) Deputy Library Director
 - iii) Facilities Manager
 - iv) Main Library Branch Manager
 - c) Badges. TPL shall provide SERVICE PROVIDER with named access badges for SERVICE PROVIDER staff and volunteer/guest access badges for volunteers and guests. SERVICE PROVIDER warrants that all staff members have been or will have background checks performed before badges are issued. SERVICE PROVIDER also warrants that all staff members have background checks clear of violent behavior (including but not limited to robbery, rape, child molestation, etc.) and dishonest behavior (including but not limited to burglary, theft, identity theft, etc.). Upon written request and a review of the circumstances, TPL may waive the prohibition of previous dishonest behavior. Background checks for volunteers is not required for issuance of a volunteer badge. All SERVICE PROVIDER volunteers and guests must be escorted by a badged staff member of the SERVICE PROVIDER when on TPL premises. SERVICE PROVIDER shall notify TPL as soon as possible when badges are lost, stolen, or if badged employees leave the employment of SERVICE PROVIDER.
 - d) Security of Assets. SERVICE PROVIDER is solely responsible for the security of their assets within their leased space and any belongings in shared spaces. SERVICE PROVIDER shall ensure that all staff, volunteers, and attendee activities are restricted to authorized spaces only.
2. **Parking.** SERVICE PROVIDER Staff are prohibited from using the parking facilities located on the Premises (loading zones and TPL van parking), when such TPL staff are on the Premises in performance of this Agreement.

3. **Damage or Destruction.** SERVICE PROVIDER shall be responsible for any damage to the Premises and LIBRARY property, facilities, materials, and equipment caused by the willful or negligent acts of its employees or agents; provided that, SERVICE PROVIDER shall not be responsible for ordinary wear and tear.
4. **Signage.** Any signs or displays to be posted or placed on the Premises describing the program activities of SERVICE PROVIDER shall be mutually approved in advance as to size, form, content, location, and duration by SERVICE PROVIDER and the Library Director by and through the Library Public Information Officer. Anything posted (signage, posters) must comply with Library policies.

The Remainder of this Page left intentionally blank.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

expiration via email sent annually to coi@cityoftacoma.org.

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

2. SUBCONTRACTORS



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

3. REQUIRED INSURANCE AND LIMITS

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

3.1 Commercial General Liability Insurance

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

3.2 Commercial Property Insurance

Contractor shall provide Commercial Property Insurance for loss or damage to any and all equipment owned by City of Tacoma while in the care, custody, or control of Contractor, Subcontractors, or their agents. The coverage shall be provided on an ISO **Special Form Causes of Loss** CP10 30 06 07 or equivalent and shall provide full replacement cost coverage. The deductible shall not exceed Two Thousand Five Hundred Dollars (\$2,500). Contractor shall be responsible for paying the deductible for the applicable coverage.

3.3 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.