



City of Tacoma, WA

**CITY OF TACOMA UTILITY TECHNOLOGY SERVICES IN  
SUPPORT OF TACOMA POWER AND GENERATION**

**REQUEST FOR PROPOSAL**

**FERC DOCUMENT MANAGEMENT SYSTEM**

**SPECIFICATION NO. PI24-0143F**



**City of Tacoma  
Utility Technology Services  
REQUEST FOR PROPOSALS PI24-0143F  
FERC Document Management System**

**Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, July 16, 2024**

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

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

<p><b>By Email:</b> <a href="mailto:sendbid@cityoftacoma.org">sendbid@cityoftacoma.org</a> Maximum file size: 35 MB. Multiple emails may be sent for each submittal</p>	<p><b>In Person:</b> Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35<sup>th</sup> Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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**Bid Opening:** Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35<sup>th</sup> Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to an RFP, RFQ or RFI will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

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

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

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

**Project Scope:** Implementation of a document management system for Power Generation team for compliance with FERC

**Estimate:** \$275,000.00

**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 Brittany Riolo by email to [briolo@cityoftacoma.org](mailto:briolo@cityoftacoma.org).

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



**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.

<b>The following items make up your submittal package:</b>	
Electronic copy of your complete submittal package	
Signature Page (Appendix C)	
Price Proposal Form (Appendix C)	
Information in Content to be Submitted (Section 11)	
<b>After award, the following documents will be executed:</b>	
Services Contract	
Certificate of Insurance and related endorsements	

## 1. BACKGROUND

### About Tacoma Public Utilities (TPU) and Tacoma Power

Tacoma Public Utilities, as a department of the City of Tacoma, provides key utility services to Tacoma and the surrounding area. In addition to Water, Environmental Services and Rail utility services, TPU also provides electric and power services.

Tacoma Power, a division of 810 TPU employees, is a medium sized electric utility that owns and operates generation, transmission, and distribution networks providing electricity to approximately 180,000 customers across 180 square miles of service territory. Tacoma Power is comprised of six sections:

- Power Management
- Rates, Planning, and Analysis
- Generation
- Utility Technology Services
- Shared Services
- Transmission and Distribution

This project will fall under the supervision of Power Generation and will be used primarily to manage Federal Energy Regulatory Compliance (FERC) documentation.

Tacoma Power owns and operates numerous western Washington dams at four hydroelectric Projects: Cowlitz River (Mayfield, Mayfield Plunge Pool, Mayfield Forebay Structure, Cowlitz Barrier, Swofford, and Mossyrock Dams), Nisqually River (Alder and LaGrande Dams), Cushman River (Cushman No. 1 Arch, Cushman No. 1 Spillway, and Cushman No. 2 Dams), and Wynoochee River (Wynoochie and Wynoochee Barrier Dams). The oldest, Cushman No. 1, was completed in 1926. Together, these dams supply 80 percent of Tacoma Power's generation resources.

Each Project operates under a license from the Federal Energy Regulatory Commission (FERC). FERC licenses are issued or denied based on a comprehensive consideration of the economics, recreation, public safety, and environmental aspects of project-related operations in the communities where projects are located. Two FERC divisions regulate Tacoma Power: the Division of Dam Safety and Inspections (D2SI) and the Division of Hydropower Administration & Compliance (DHAC).

One of the statutes governing Tacoma Power's hydrogeneration operations is 18 CFR 1, Subchapter B (Reports and Records). Among other things, Subchapter B requires Tacoma to maintain the originals of all permanent project records at a central location, and to provide to the Regional Engineer physical and electronic copies of all documentation upon request. This applies to a wide range of current and historical documents for each project, some dating back more than a century. Documentation

related to design, construction, maintenance, repair, or modification of the project, including:

- Design memoranda and drawings
- Laboratory and other testing reports
- Geological data such as maps, sections, or logs of exploratory borings or trenches, foundation treatment, and excavation
- Plans and specifications
- Inspection, maintenance and quality control reports
- As-built construction drawings
- Photographs and any other data necessary to demonstrate that construction, maintenance, repair, or modification of the project has been performed in accordance with plans and specifications.
- Correspondence with Regulators.

To learn more about the City of Tacoma, visit [www.cityoftacoma.org](http://www.cityoftacoma.org).

To learn more about Tacoma Public Utilities, visit [www.mytpu.org](http://www.mytpu.org).

## **2. MINIMUM REQUIREMENTS**

Tacoma Power is looking for a secure solution that will enable document management, retrieval, and archiving of various formats and from multiple organizations. This includes migration of both electronic and physical documents to the DMS. The selected vendor must fulfill the following minimum requirements:

1. Centralized Document Repository
2. Improved Accessibility and Searchability
3. Efficient Document Workflow
4. Enhanced Security & Compliance
5. Compliant with Tacoma Information Classification Policy (Appendix B)
6. Business Continuity & Disaster Recovery
7. User Adoption and Training
  - a. Admin
  - b. End User
8. Vendor Configuration
9. Vendor Provided Data Migration Tool
10. Ongoing Maintenance and Support with Documented Service Level Agreement

### 3. TECHNICAL REQUIREMENTS

The chosen vendor must deliver the following functionalities outlined below. Please address each specified requirement in your response.

No.	Functional Requirement	Description
FR1	Secure on-premise document library	Solution must be able to be installed on premise. A secure SaaS cloud solution will be considered.
FR2	Allow for GIS file formats	Solution must allow for storage of GIS files and images and return these types of files in search results.
FR3	Keyword Search	Search functionality must return results based on search using keywords. Keywords can exist in metadata, filenames or document content.
FR4	Searching and Sorting	<p>Solution must allow for advanced searching that will allow users to search on keywords or any other metadata associated with the document. Users can manipulate results by sorting, filtering or using common relational operators such as:</p> <ul style="list-style-type: none"><li>• Equal to (=): Matches values that are exactly equal.</li><li>• Not equal to (!= or &lt;&gt;): Matches values that are not equal.</li><li>• Greater than (&gt;): Matches values that are greater than a specified value.</li><li>• Greater than or equal to (&gt;=): Matches values that are greater than or equal to a specified value.</li><li>• Less than (&lt;): Matches values that are less than a specified value.</li><li>• Less than or equal to (&lt;=): Matches values that are less than or equal to a specified value.</li><li>• LIKE: Used in SQL to perform</li></ul>



		<p>pattern matching with wildcard characters.</p> <ul style="list-style-type: none"> <li>• BETWEEN: Matches values within a specified range.</li> <li>• IN: Matches any of a list of values.</li> <li>• IS NULL: Matches NULL values.</li> </ul>
<b>FR5</b>	Search Result Export	Solution should allow users to export search results in order to provide list of documents, including access to the document within the system to other platform users
<b>FR6</b>	Dashboarding	Solution should allow for a dashboard or simple reporting on statistical data of documents in platform
<b>FR7</b>	Notifications	Solution to provide users with customized notification options. This could include choosing the notification delivery method (e.g., email, in platform notification) and specific keywords or criteria for triggering notifications.
<b>FR8</b>	Schedule/Calendar	Solution must track lifecycle of documents and provide a calendar view of documents that are coming up on a milestone. It must also provide notifications to users that have opted in when a document is coming up on a milestone.
<b>FR9</b>	Status	Solution must show lifecycle status of each document in platform. This information can be displayed during a file list view or via reports.
<b>FR10</b>	Analytics	Solution must allow users to run reports that provide analytics on documents in platform. These reports can be standard/templates or allow for customized reports.
<b>FR11</b>	Task Tracking and Assignment	Solution must provide ability to identify required tasks and assign those tasks to specific users. Each user can see any tasks and due dates for items assigned to them.
<b>FR12</b>	Bulk Uploads	Solution must provide the ability to load existing documents from other systems into the platform together in bulk

		<ul style="list-style-type: none"> <li>• Bulk Transfer: Capability to migrate large volumes of documents in a single operation, reducing manual effort and saving time.</li> <li>• Mapping: Ability to map document properties, metadata, and folder structures from the source system to the target system, ensuring data integrity and consistency.</li> <li>• Version Control: Ensures that document versions are preserved during migration, maintaining a complete audit trail of changes.</li> <li>• Error Handling: Robust error detection and handling mechanisms to address any issues encountered during migration, minimizing data loss or corruption.</li> <li>• Security: Preservation of document security settings and access controls during the transfer process, safeguarding sensitive information.</li> <li>• Reporting: Comprehensive reporting functionality to track migration progress, monitor success rates, and identify any areas requiring attention or optimization.</li> </ul>
<b>FR13</b>	Migration Tool	<p>Solution must provide the ability to load/migrate existing documents from other systems into the platform. Migration tool must be available for future use.</p> <ul style="list-style-type: none"> <li>• Bulk Transfer: Capability to migrate large volumes of documents in a single operation, reducing manual effort and saving time.</li> <li>• Mapping: Ability to map document properties, metadata, and folder structures from the source</li> </ul>

		<p>system to the target system, ensuring data integrity and consistency.</p> <ul style="list-style-type: none"> <li>• Version Control: Ensures that document versions are preserved during migration, maintaining a complete audit trail of changes.</li> <li>• Error Handling: Robust error detection and handling mechanisms to address any issues encountered during migration, minimizing data loss or corruption.</li> <li>• Security: Preservation of document security settings and access controls during the transfer process, safeguarding sensitive information.</li> </ul> <p>Reporting: Comprehensive reporting functionality to track migration progress, monitor success rates, and identify any areas requiring attention or optimization.</p>
<p><b>FR14</b></p>	<p>Document Chaining</p>	<p>The solution must facilitate document chaining, which entails linking related documents within a conversation or timeline. This functionality allows users to navigate through the history of interactions seamlessly. Users should be able to select a specific correspondence document at any point in the conversation and retrieve the entire conversation thread, from past to future. This feature enables users to comprehend the context of the selected document within the conversation, discern its origins, and explore any connections to preceding or subsequent documents from other conversations. Notably, document chaining minimizes the risk of false positive associations by ensuring that only relevant and desired conversations are linked together, while irrelevant ones are excluded.</p>

<b>FR15</b>	Versioning Tracking	Solution must provide ability to maintain versions of documents in platform. Allowing users to view and/or restore previous versions of the document as well as track changes made to documents.
<b>FR16</b>	Unique Identifier System	Solution must provide a unique identifier that is visible and can be referenced by users to identify specific documents, regardless of its location in the system. Solution must also allow the ability to add extra identifiers that will assist in searching or 'chaining'.
<b>FR17</b>	Metadata Fields	Solution must allow for any number of metadata fields that users can use to add categorization and related values to each document. The solution must also allow for metadata fields to be edited or expanded after initial input.
<b>FR18</b>	Expandability for future needs	The platform should allow for integrations with other systems or configurations without proprietary limitations or custom code.
<b>FR19</b>	Large Document/File Size Storage Capacity	Solution must allow for storage and categorization of files of any size (if there is size limit, it must be very large).
<b>FR20</b>	Expandable Library Size	If solution requires a defined library size, it must allow for increasing of that size without special customization.
<b>FR21</b>	Independent Libraries	Solution must have the ability to host multiple libraries, with each library having its own independent search functionality. This will allow for multiple workgroups to utilize the DMS.
<b>FR22</b>	Permalink	Permanent link to the same document - link will never change.
<b>FR23</b>	Backup and Restore	Solution must provide ability to backup library and restore from existing backups. Backup should be automated and scheduled regularly.
<b>FR24</b>	Email Management	Solution must provide users with the ability to attach documents stored in the DMS to email. The attachment process should be straightforward,

		<p>similar to attaching files from a local file system.</p> <p>Alternatively, instead of attaching documents directly to email, users could choose to insert links to documents. When the recipient clicks on the link, they are directed to the document in the DMS, provided they have appropriate access permissions for secure document sharing.</p>
<b>FR25</b>	Access & Control	<p>Solution must provide secure access to content within the DMS.</p> <ul style="list-style-type: none"> <li>• User Authentication: Users must at least enter ID and password to access DMS. MFA with Active Directory access preferred.</li> <li>• Role-Based Access: Ability to assign roles (admin, editor, view only) with permissions specific to accessing, editing, and managing documents.</li> <li>• Access Logging &amp; Auditing: Comprehensive logging of user activities including logins, document access, modifications, and deletions.</li> </ul>
<b>FR26</b>	Data Loss Prevention	<p>Solution must provide the following:</p> <ul style="list-style-type: none"> <li>• A log of which documents were accessed by whom.</li> <li>• A log of documents that were downloaded from the tool.</li> <li>• Prevention of mass downloads</li> <li>• The ability to encrypt data both at-rest and in-transit</li> </ul>
<b>FR27</b>	Data Services Access	<p>TPU Data Services requires programmatic access to the backend of any database software system utilized. This entails accessing data via code, rather than manually downloading reports from the frontend application (e.g., CSV files).</p> <p>We do not require write access to the production database; read access is sufficient. Alternatively, the database administrator can create a copy of</p>

		<p>the production database (or specific tables needed) in a development environment accessible to us.</p> <p>Manual steps in a data pipeline significantly increase the risk of data loading errors and decrease data quality. The vendor must prioritize replacing manual processes with technical solutions and code-sharing methods for data retrieval, enabling TPU Data Services to establish a robust data pipeline.</p> <p>PDF and Excel files are inadequate for data provision.</p> <p>TPU Data Services can access and/or possesses the data dictionary relevant to the production database.</p> <p>Programmatic data access does not incur any additional costs for TPU.</p> <p>The contract must explicitly include provisions for data access and cannot be considered an "optional add-in."</p>
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Additional Considerations:

No.	Desirable	Description
D1	System Integration	<p>While out of scope for the initial implementation, the ability to integrate and use the DMS search functionality with other systems such as:</p> <ul style="list-style-type: none"> <li>• Claris FileMaker Pro</li> <li>• Auto Desk Vault</li> <li>• SharePoint</li> <li>• Network Drives</li> <li>• ArcGIS Pro</li> </ul>

## **4. SCOPE OF SERVICES AND DELIVERABLES**

The primary objective of implementing a document management system (DMS) for Tacoma is to streamline and centralize document storage for the Tacoma Power Generation department, specifically, Dam Safety and Natural Resources. The DMS will be utilized to streamline and centralize document storage, retrieval and management processes and in doing so, will enhance the organization efficiency and compliance.

### **4.1 SYSTEM INTEGRATION/CONFIGURATION**

The firm is expected to assist in the development of the environment, architecture design, and documentation of the solution. Configure the document management system to align with Tacoma's specific requirements and workflows. This may include user permissions, metadata fields, document templates, and search parameters.

### **4.2 SYSTEM ACCEPTANCE TESTING**

TPU requires system and acceptance testing to be performed before final deployment. The testing process will validate the system's functionality, reliability, security and usability.

The firm will perform functional testing, user interface testing, security testing, performance testing, and browser/mobile compatibility testing before handing the system over to Tacoma for Quality Assurance testing.

The firm will provide test scripts and scenarios to Tacoma.

### **4.3 TRAINING**

The firm is to provide comprehensive training and change management support to ensure smooth adoption of the new document management system by end-users. Develop training materials/user guides, conduct administrator and end-user training sessions, and provide ongoing support.

### **4.4 ON-GOING MAINTENANCE & SUPPORT**

The firm is to provide comprehensive ongoing maintenance and support services post-implementation. This includes:

1. Technical Support
2. Regular Software Updates & Patches
3. Bug and Issue Resolution
4. Escalation Process
5. Compliance with Service Level Agreement
6. Long-Term Support Planning

## **5. CONTRACT TERM**

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

## 6. CALENDAR OF EVENTS

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

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

Publish and issue RFP:	<b>6/26/2024</b>
Pre-Submittal Questions:	<b>7/3/2024</b>
Response to Questions:	<b>7/9/2024</b>
Submittal Due Date:	<b>7/16/2024</b>
Submittal Evaluated:	<b>8/7/2024</b>
Interviews/presentations, on or about:	<b>8/21/2024</b>
Award Recommendation:	<b>8/23/2024</b>

## 7. INQUIRIES

7.1 Questions should be submitted to Brittany Riolo via email to [briolo@cityoftacoma.org](mailto:briolo@cityoftacoma.org). Subject line to read:

PI24-0143F – FERC Document Management System – *VENDOR NAME*

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

7.2 Questions marked confidential will not be answered or included.

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

7.4 The answers are not typically considered an addendum.

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

7.6 Written answers to questions will be posted along side the specifications at [www.tacomapurchasing.org](http://www.tacomapurchasing.org)

## 8. PRE-PROPOSAL MEETING

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

## 9. DISCLAIMER



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

**10. EVALUATION CRITERIA**

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

<b>Criteria</b>	<b>Max Points</b>
Section 11.1 Qualifications of Firm	5
Section 11.2 Client References	5
Section 11.3 Functional Requirements	45
Section 11.4 System Maintenance & Support	10
Section 11.5 Project Approach	10
Section 11.6 Fees & Charges	10
Section 11.7 Submittal Quality	5
Section 11.8 Equity in Contracting	5
Section 11.9 Sustainability Efforts	5
Section 11.10 Credit Card Acceptance	0
Section 11.11 Contract Exceptions	0
<b>Total</b>	<b>100</b>

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

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

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

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. The technical requirements listed in Section 3 shall be no more than one page per each requirement. Full submittals should be limited to a maximum of 20 pages, double-sided, or 40 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 locations(s) of such identified materials. See Section 1 of the Standard Terms and Conditions – Solicitation 1.06 for Public Disclosure : Proprietary or Confidential Information.

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

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

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

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

### **11.1 Qualifications/Experience of Firm – 5 points**

Provide an overview of your company, including its history, size, and experience. Outline your firm’s expertise in deploying Document Management Systems (DMS). The respondent should showcase their ability to successfully implement a DMS by addressing the following criteria:

1. Proven track record: Evidence of past achievements in completing similar projects on time and within budget
2. Previously documented deployment schedule and process
3. Industry-specific expertise: Demonstrated competency in pertinent industry dynamics, trends, and obstacles
4. Quality assurance protocols: Commitment to upholding stringent quality control measures to guarantee that deliverables meet or exceed expectations

### **11.2 Client References – 5 points**

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

1. Reference 1
2. Reference 2
3. Reference 3

### **11.3 Technical Requirements – 45 points**

Respondents must address each item listed in the technical requirement and additional considerations table provided in section 3 of the RFP. Please indicate whether your solution meets or does not meet each item individually and provide a description of the available functionality.

Provide the software and hardware recommendations. Fully describe any third-party software necessary but not supplied as part of the software license.

Describe service offerings of on-premise versus cloud-based solution.

### **11.4 System Maintenance & Support – 10 points**

Detail the firm's experience in providing system maintenance and support services, including the types of systems supported, industries served, and any relevant certifications or accreditations. If both a cloud and on-premise solution is offered, provide system maintenance and support breakdowns for each option. The respondent should describe the following:

1. Service Level Agreements (SLAs): Provide the details of the SLAs you offer, including response times, resolution times, and availability guarantees
2. Support Processes & Procedures: Describe your support processes and procedures, including how support requests are logged, tracked, and escalated
3. Staffing & Resources: Detail the size and composition of your support team, including qualifications
4. Supply Chain Risk Management: Detail the security program and solution hardening documentation for your cloud, software development practices and how notices of breach to customers are handled. For on-prem solutions provide information on how patches are distributed to customers to ensure best vulnerability management practices.
5. Communication & Reporting: Outline your communication channels and frequency of updates

Please provide the firm's system maintenance schedule. Tacoma Power will assign an application support representative for internal troubleshooting purposes. The selected firm should have support available Monday through Friday from 8 am to 5 pm Pacific time.

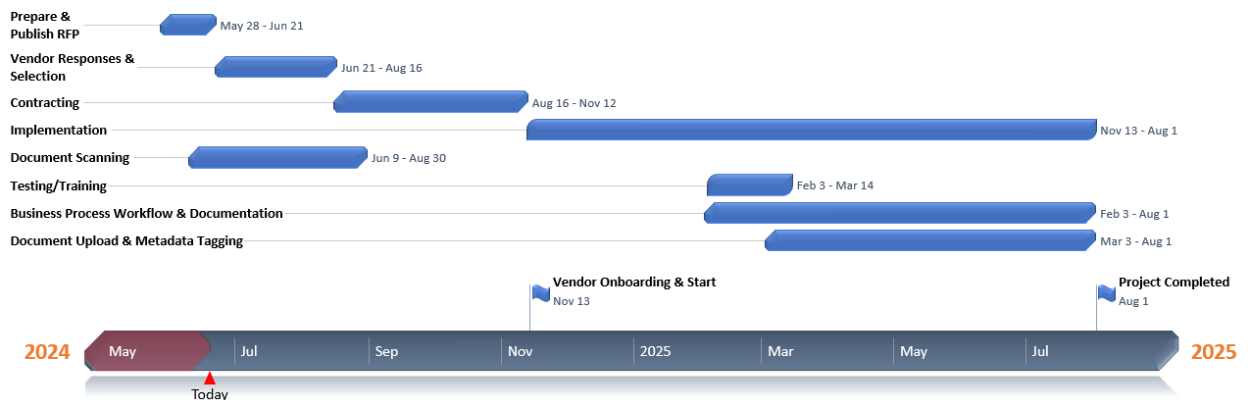
### 11.5 Project Approach – 10 points

Describe your standard project implementation methodology including its configuration management practices. Include a high-level schedule with key milestones and deliverables. If both a cloud and on-premise solution is offered with varying timelines, a schedule should be provided separately for each option. Respondents should also describe testing approach, support for user testing of the solution, warranty coverage, training methodology (e.g., in-person, virtual), and corresponding documentation.

Describe the suggested roles and responsibilities for the City’s team members as well as the recommended structure for the team and the expected level of support those members would need to provide. Any requirements or resources the City needs to provide to achieve the schedule should be identified in this section.

Tacoma would like to begin work immediately upon completion of the contracting process. Please demonstrate the firm's ability to initiate work promptly. Below is a tentative milestone schedule:

## FERC – Document Management Tentative Milestones



### 11.6 Fees and Charges – 10 points

Provide a cost of proposal including a breakdown of fee structure, hourly rates, deliverables, etc. Cost proposal format is listed in appendix A.

If both a cloud and on-premise solution is offered, a price breakdown should be provided separately for each option. The City intends to negotiate a fixed price contract with the successful Respondent for all services required under the Statement of Work. Progress payments may be made upon completion of identifiable milestones associated with the project in accordance with a payment milestone schedule to be negotiated by the parties and included in the final contract documents.

Fee and charges breakdown should include the following:

1. License model and associated costs – The City anticipates 5-10 initial users
2. Annual subscription (if applicable)
3. Annual maintenance & support. Please also include details on incremental costs for future maintenance & support each year.
4. Professional Services – Implementation
5. Training

**11.7 Submittal Quality – 5 points**

Submittal information should be logical and clearly written. A response should be provided to each area – any incomplete responses will not be scored. **NOTE:** Score will be graded on a pass/fail basis.

**11.8 Sustainability – 5 points**

Provide information on your company’s commitment to the environment. Include your sustainability statement and current practices. For more information, see our [Respondents Guide](#). **NOTE:** Score will be graded on a pass/fail basis.

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

Yes  No

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

B. Does the Respondent have:

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

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

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

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

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

Is your firm, or the firm you are partnering with, certified with Washington State for any of the below categories. Confirmation of any of the below certifications will result in all points for this category. **NOTE:** Score will be graded on a pass/fail basis.

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

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

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

### **11.11 Contract Exceptions – 0 points**

Exceptions to City Standard Terms and Conditions and Contract Templates will not be accepted. See Section 14.

## **12. INTERVIEWS / ORAL PRESENTATIONS**

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

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

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

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

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

### **13. RESPONSIVENESS**

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

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

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

### **14. ACCEPTANCE / REJECTION OF SUBMITTALS**

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

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

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

### **15. CONTRACT OBLIGATION**

**15.1 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.**

**15.2** The selected Respondent(s) will be expected to execute a contract with the City as outlined in this proposal. Exceptions to the Contract terms and conditions will not be accepted. If the supplier has already signed a Master Business and Services Agreement with the City, the Supplier will be expected to execute a statement of work against the Master Contract. All contracts will incorporate the terms and conditions contained herein. The Submittal contents of the successful Respondent may become contractual obligations if a contract ensues.

### **16. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS**

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

## **17. INSURANCE REQUIREMENTS**

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

## **18. PREVAILING WAGE INFORMATION**

If this project requires prevailing wages under chapter 39.12 RCW, any worker, laborer, or mechanic employed in the performance of any part of the work shall be paid not less than the applicable prevailing rate of wage.

The project site is located in Pierce County/Counties in Washington State.

The effective date for prevailing wages on this project will be the submittal deadline with these exceptions:

1. If the project is not awarded within six months of the submittal deadline, the award date is the effective date.
2. If the project is not awarded pursuant to a competitive solicitation, the date the contract is executed is the effective date.
3. Janitorial contracts follow WAC 296-127-023.

Except for janitorial contracts, these rates shall apply for the duration of the contract unless otherwise noted in the solicitation.

Look up prevailing rates of pay, benefits, and overtime codes from this link:

<http://www.lni.wa.gov/TradesLicensing/PrevWage/WageRates/default.asp>

A copy of the applicable prevailing wage rates and Benefit Code Key are also available for viewing at the City of Tacoma Purchasing Division office, located at 3628 S 35th Street, Tacoma, WA.

Contractor shall comply with Washington law regarding prevailing wages. Contractor shall pay and require any contractors and subcontractors to pay prevailing wages in accordance with the provisions of 39.12 RCW, as amended, relating to prevailing wages and fringe benefits. These rules apply to any contractor doing business with the City, including owner/operators.

Work conducted within Tacoma city limits. State of Washington prevailing wages or City of Tacoma minimum wage rates, whichever are higher, must be paid. If City of Tacoma minimum wage rates are higher than state of Washington prevailing wage rates, City of Tacoma rates must be paid.

A Statement of Intent to Pay Prevailing Wages must be filed with the Washington Department of Labor & Industries upon award of contract. Affidavits of Wages Paid must be filed with the Washington Department of Labor & Industries upon job completion. Payments will not be made by the City until certification of these filings are received.



Additional information regarding these requirements can be obtained by contacting the Department of Labor & Industries, Prevailing Wage at 360-902-5335 or visiting their website at <http://www.lni.wa.gov/TradesLicensing/PrevailingWage/default.asp>.

## **19. PARTNERSHIPS**

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section. The Prime Respondent will be considered the responding vendor and the responsible party at contract award. All contract negotiations will be conducted only with the Prime Respondent. All contract payments will be made only to the Prime Respondent. Any agreements between the Prime Respondent and other companies will not be a part of the agreement between the City and the Prime Respondent. The City reserves the right to select more than one Prime Respondent.

## **20. COMMITMENT OF FIRM KEY PERSONNEL**

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

## **21. AWARD**

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

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

## **22. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

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

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

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

### **23. PROPRIETARY OR CONFIDENTIAL INFORMATION**

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

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

### **24. ADDENDUMS**

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at [www.tacomapurchasing.org](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.

### **25. EQUITY IN CONTRACTING**

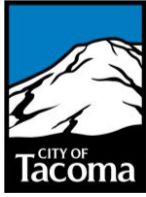
This project has no EIC requirements, however, the City of Tacoma is committed to encouraging firms certified through the [Washington State Office of Minority and Women's Business Enterprise](#) to participate in City contracting opportunities. See **TMC 1.07 Equity in Contracting Policy** at the City's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

**APPENDIX A**

Suggested Price Proposal Format

<b>Work Product</b>	<b>Unit List Price</b>	<b>Qty</b>	<b>Subtotal</b>
<i>Sample: Licensing</i>	1,000	10	10,000
<b>Grand total</b>			10,000

## APPENDIX B



Policy #4.30

Effective 03/01/2024

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# Policy: Information Classification

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## Purpose

The City of Tacoma is entrusted by its citizens to care for a broad range of information. The City is committed to securing its information assets, respecting privacy laws, and complying with regulations regarding data protection and management. Information Classification supports these commitments.

This policy establishes the framework for securing the City's information assets based on four classification categories. Information classification helps determine how information should be protected during creation, storage, transfer, and disposal. This policy is designed to reduce the risk associated with the unauthorized access to, modification of, disclosure of, or destruction of the City's information.

This policy is the baseline policy describing information classification categories and providing general information protection direction. Technology users handling Category 3 or Category 4 information are likely to receive additional direction regarding protection of that information.

## Scope

This policy applies to City of Tacoma, Tacoma Public Utilities, and Tacoma Public Library employees, elected officials, contractors, consultants, volunteers, vendors, and anyone else who has access to the City's physical and/or electronic information or data.

## Definitions

**Information Asset Owner** – Individuals, normally the department head or a manager within a department, who serve as the primary contact for an information asset. They have *business* subject matter expertise and are responsible for understanding and communicating the business requirements associated with an information technology asset. They determine an asset's value, criticality, and classification/sensitivity and disseminate this information so that appropriate protections can be implemented and enforced.

**Technology Users** - City of Tacoma, Tacoma Public Utilities, and Tacoma Public Library employees, elected officials, contractors, consultants, volunteers, vendors, and anyone else who has access to the City's physical and/or electronic information or data.

### 1.0 Policy Statements

#### 1. Information Classification Categories

##### 1.1 Category 1 – Public

Public information is information that can be or currently is released to the public. It does not need protection from unauthorized disclosure but does need integrity and availability protection controls.

##### 1.2 Category 2 – Sensitive/Internal

Sensitive/Internal information may not be specifically protected from disclosure by law and is for official use only. Sensitive/Internal information is generally not released to the public unless specifically requested.

##### 1.3 Category 3 – Confidential

Confidential information is information that is protected from either release or disclosure by law. Classification examples are provided in Section 1.5.

##### 1.4 Category 4 – Confidential with Special Handling

Confidential information requiring special handling is information that is specifically protected from disclosure by law and for which:

- Especially strict handling requirements are dictated, such as by statutes, regulations, agreements, or other external compliance mandates.
- Serious consequences could arise from unauthorized disclosure, such as threats to health and safety, or legal sanctions.

## 1.5 Information Classification Examples

The table below provides some examples of how information might be classified. Information Asset Owners determine Classification categories for Information Technology Assets. Proper classification does not preclude review of information requested via the public disclosure process.

Refer to Appendix A for links to laws and standards for more detailed information.

Information Classification	Examples
<b>Category 1 - Public</b>	<ul style="list-style-type: none"> <li>• Information published on the City’s publicly facing websites</li> <li>• Official external communications such as press releases and social media feeds</li> <li>• Other Information approved for public access</li> </ul>
<b>Category 2 – Sensitive/Internal</b>	<ul style="list-style-type: none"> <li>• Information intended for use within the organization</li> <li>• Routine business communications and other records created as part of normal, day-today activities</li> <li>• Internal e-mails, texts, paper documents, and other forms of messaging</li> </ul>
<b>Category 3 - Confidential</b>	<ul style="list-style-type: none"> <li>• Personal information about individuals such as bank account numbers, birth dates, driver’s license numbers, health insurance identification information, or social security numbers</li> <li>• Information concerning an employee’s personnel record</li> <li>• Information concerning a utility customer account record</li> <li>• Information regarding IT infrastructure and security of computer and telecommunications systems including password data, security controls and other security access information</li> <li>• Information relating to active or ongoing investigation of enforcement activity</li> <li>• Information subject to attorney-client privilege</li> <li>• Investigative, law enforcement, and crime victim information</li> <li>• Library records that could be used to disclose the identity of a library user</li> </ul>
<b>Category 4 - Confidential with Special Handling</b>	<ul style="list-style-type: none"> <li>• Data and associated systems regulated under North American Reliability Corporation Critical Infrastructure Protection (NERC CIP)</li> <li>• Payment Card Industry Data (PCI DSS)</li> <li>• Health Insurance Portability and Accountability Act (HIPAA)</li> <li>• Criminal Justice Information Services (CJIS) or other prescriptive compliance frameworks</li> </ul>

## 2.0 Information Classification Responsibilities

### 2.1 Employee/Technology User Responsibilities

- **Understand** the classifications defined in this policy; handle all City information in accordance with handling control instructions as provided by the Information Asset Owner.
- **Complete** required training related to handling of Category 3 and Category 4 information.
- **Protect** Category 3 and Category 4 information transmitted or stored in systems or on paper. Employees must:
  - **Never transmit, store, share, display or otherwise expose** Category 3 or Category 4 information outside of the system where it is utilized for City business without explicit direction by the Information Asset Owner.
  - **Destroy** Category 3 and Category 4 information when no longer necessary based on retention requirements and using approved destruction techniques as directed by Information Asset Owners and consistent with Information Security Standards. ○ Where feasible and as directed, **label** Category 3 and Category 4 documents and information using labeling techniques to identify documents or repositories.
- **Notify** IT Service Desk and Supervisor of any potential or actual breaches of Category 3 or Category 4 information as soon as possible, and submit an online fraud report to Risk Management to ensure reporting occurs as required.
- **Provide** records, including Category 3 and Category 4 information, to Public Disclosure Coordinators and Analysts in response to public disclosure requests or subpoenas and to City Attorney's Office in response to litigation discovery requests or for other purposes.

### 2.2 Management/Supervisor Responsibilities

- **Communicate** this policy and ensure all employees receive appropriate training on it.
- **Ensure** employee/technology user notifies IT Service Desk immediately of any potential or actual breaches implicating Category 3 or Category 4 information and submits an online fraud report to Risk Management.

### 2.3 Information Asset Owner Responsibilities

- **Determine** classification for information assets including hardware, software, and data.

- **Determine** asset's value and criticality.
- **Disseminate** classification and criticality information about assets so that appropriate protections can be implemented and enforced.
- **Re-evaluate** classification and criticality of information assets over time based on changes such as legal and contractual obligations or changes in the use of the asset.

## 2.4 Technology Risk Advisory Board Responsibilities

- Periodically **review** and **assess** information classification definitions and update them as required.
- **Ensure** that information storage, handling, retention, and disposition guidelines are followed.
- **Develop** labeling standards and distribute to the organization along with training materials.

## 2.5 Chief Information Security Officer (CISO) Responsibilities

- **Consult** Information Asset Owners to assess data safeguarding controls in accordance with City standards, Regulatory requirements, and Risk Assessment results.
- **Identify, monitor, and/or initiate** breach notifications that may be required by Federal and/or State laws and regulations, contractual obligations, or other agreements.
- **Maintain** a catalog of required training related to Category 3 and Category 4 Information.
- **Prepare** and **provide** training on this policy.
- **Provide** direction to Information Asset Owners regarding approved techniques for protection and destruction of Category 3 and Category 4 information.

## 2.6 Chief Data Officer (CDO) Responsibilities

- **Collaborate** with CISO to suggest updates to the Information Classification Policy.
- **Collaborate** with Data Owners to implement the Information Classification Policy.



## References

City of Tacoma/Tacoma Public Utilities

Enterprise Information Security – Policy 4.50

Information Governance – Policy 1.30

Technology Acceptable Use – Policy 4.1

Tacoma Municipal Code – [Code of Ethics, Chapter 1.46](#)

Tacoma Power Customer Privacy Policy

## Washington State

Business Regulations – Personal information-Notice of security Breaches – [RCW.19.255](#)

Public Records Act - [RCW.42.56](#)

Data Classification Standard - [Office of the Chief Information Officer](#)

## Relevant Compliance Requirements

Compliance Standard	Section(s)	Description
<a href="#">CIS Controls</a> v8.0	3.1 3.7	Data Protection – Data Management Process Data Protection – Data Classification Scheme
<a href="#">CJIS Policy 5.9.2</a>	5.1.1.1	Information Handling – Procedures for handling and storage of information
<a href="#">HIPAA</a>	164.308(a)(1) (ii)(A)  164.308(a)(7) (ii)(E)	Administrative Safeguards, Security Management Process Standard – Risk Analysis  Administrative Safeguards, Contingency Plan Standard – Applications and Data Criticality Analysis
<a href="#">NIST CSE</a> v1.1	ID.AM-5 ID.RA	Asset Management – Resource Prioritization Risk Assessment – Organization Understands Cybersecurity Risk
<a href="#">PCI DSS</a> v3.2.1	9.6.1	Restrict Physical Access to Cardholder Data - Classify media so the sensitivity of the data can be determined

**APPENDIX C**

Signature Page

**SIGNATURE PAGE**

**CITY OF TACOMA  
UTILITY TECHNOLOGY SERVICES**

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. PI24-0149F  
FERC DOCUMENT MANAGEMENT SYSTEM**

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 D**

Sample Contract

## SERVICES CONTRACT

Click here for the [Contract Questionnaire Popup Quick Reference](#)

Start Questionnaire

Finalize Document

THIS CONTRACT, made and entered into effective as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ (EFFECTIVE DATE) by and between the CITY OF TACOMA, a municipal corporation of the State of Washington (hereinafter referred to as the "CITY"), and **[INSERT legal name of Supplier exactly as it appears in Ariba]**, (hereinafter referred to as "CONTRACTOR");

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

### 1. Scope of Services/Work

The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in Exhibit XXXXX [A, B, ETC., if needed] attached hereto and incorporated herein.

### 2. Order of Precedence

To the extent there is any discrepancy or conflict between and/or amongst the terms of this Contract and Exhibit(s) \_\_\_\_\_, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: Contract, Exhibit \_\_\_\_, Exhibit \_\_\_\_\_. [INSERT EXHIBIT REFERENCES IN ORDER OF WHICH IS MOST CONTROLLING]

### 3. Changes to Scope of Work

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

### 4. On Call Contracts

If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work, are subject to Section 9, and cannot augment any other work that the CONTRACTOR is doing for the CITY on another Contract. Actual compensation will depend upon the actual purchases made by the City during the life of this Contract and will be paid at the rates set in Exhibit A

### 5. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended by a written and executed Amendment to this Contract.

## **6. Renewals**

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

## **7. Delay**

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

## **8. Compensation**

The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract [in accordance with OR on the basis of] [INSERT DESCRIPTION OF COMPENSATION ARRANGEMENTS – REFERENCE EXHIBIT, TIME AND MATERIALS, LUMP SUM ETC.]

## **9. Not to Exceed Amount**

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

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

## **10. Payment**

CONTRACTOR shall submit XXXXXXXX {monthly, weekly, annual, Contract milestone, etc.} invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

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

## **11. Payment Method**

The City's preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City's ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.

## **12. Independent Contractor Status**

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

## **13. Services Warranty**

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

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs

within one year from \_\_\_\_\_ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

#### **14. Reliance on CITY Provided Data or Information**

If the CONTRACTOR intends to rely on information or data supplied by the CITY, other CITY contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the CITY.

#### **15. Contract Administration**

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

#### **16. Specific Personnel**

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

#### **17. Right to Audit**

During the Term of this Contract, and for six (6) years thereafter, the CITY shall have the right to inspect and audit during normal business hours all pertinent books and records of the CONTRACTOR and/or any sub-contractor or agent of CONTRACTOR that performed services or furnished deliverables in connection with or related to the Scope of Work hereunder as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligations, as applicable.

CONTRACTOR shall, upon three (3) business days of receipt of written request for such inspection and audit from CITY, provide the CITY with, or permit CITY to make, a copy of any work-related books, accounts, records and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the CITY selects. The CITY shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection



audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the CONTRACTOR to the CITY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the CITY's audit shall be reimbursed to CITY by CONTRACTOR. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than 90 days from presentation of CITY's findings to CONTRACTOR.

CONTRACTOR shall ensure that the foregoing inspection, audit and copying rights of the CITY are a condition of any subcontract, agreement or other arrangement under which any other person or entity is permitted to perform the Scope of Work under this Contract.

**18. Records Retention**

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of \_\_\_\_\_ [INSERT THE TIME THE RECORDS SHOULD BE KEPT. MOST COMMON IS 6 YEARS] years after receipt of the final payment under this Contract or termination of this Contract.

If CONTRACTOR retains any City records or data hosted in a Cloud Service. CITY shall have the ability to access its records hosted in a Cloud Service at any time during the Term of this Contract. CITY may export and retrieve its records during the Term of the Contract and, no later than 30 days from the termination of this Contract, CONTRACTOR shall export CITY records to City's custody and control.

**19. Notices**

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

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

**20. Termination**

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

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

## **21. Suspension**

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

## **22. Taxes**

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

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

## **23. Licenses and Permits**

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

## **24. Indemnification**

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

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

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

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

## **25. Title 51 Waiver**

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

## **26. Insurance**

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

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

## **27. Nondiscrimination**

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

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

## **28. Conflict of Interest**

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

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

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

## **30. Public Disclosure**

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

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

### **31. Confidential or Proprietary Records Must be Marked**

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

### **32. Duty of Confidentiality**

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

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

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

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

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

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

### **33. Approval for Release of Information Related to Contract**

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

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

### **34. Dispute Resolution**

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

### **35. Miscellaneous Provisions**

#### **Governing Law and Venue**

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

#### **Assignment**

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

#### **No Third Party Beneficiaries**

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

### **Waiver**

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

### **Severability and Survival**

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

### **Entire Agreement**

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

### **Modification**

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

### **Direct Solicitation and Negotiation**

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

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

CITY OF TACOMA:  
By:

CONTRACTOR:  
By:

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

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Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_



**APPENDIX E**

City of Tacoma Insurance Requirements



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

## 1. GENERAL REQUIREMENTS

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

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



# CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 2. SUBCONTRACTORS

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

### 3. REQUIRED INSURANCE AND LIMITS

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

#### 3.1 Commercial General Liability Insurance

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

#### 3.2 Commercial (Business) Automobile Liability Insurance

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

#### 3.3 Workers' Compensation

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

#### 3.4 Employers' Liability Insurance

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

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

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



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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### 3.6 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 by law or Contract. Coverage shall include notifications and other expenses incurred in remediating 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).

### 3.7 Other Insurance

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