



City of Tacoma, WA

**UTILITY TECHNOLOGY SERVICES
REQUEST FOR PROPOSAL
ON-CALL TECHNOLOGY SERVICES
SPECIFICATION NO. PI24-0183F**



**City of Tacoma
Utility Technology Services**

**REQUEST FOR PROPOSALS PI24-0183F
On-Call Technology Services**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, September 3, 2024

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

For electronic submittals, the City of Tacoma will designate the time of receipt recorded by our email server, as the official time of receipt. This clock will be used as the official time of receipt of all parts of electronic bid submittals. Include the specification number in the subject line of your email. Your submittal must be sent as an attachment, links to your electronic submittal will not be accepted.

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. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.</p> <p>Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th 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. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

Submittals in response to an RFP, RFQ or RFI will be recorded as received, but not read at bid opening. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to www.TacomaPurchasing.org.

If you believe your submittal was sent timely and was not read at bid opening, please contact sendbid@cityoftacoma.org immediately.

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

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

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

Project Scope: It is the City’s intent to select several consultants (up-to ten) based on qualifications and abilities of the firm and key project individuals. The on-call technology services may include: Consulting, DBA Services, Maintenance and Support Services, and other such on-going Ad hoc technology services. Services must be provided directly by the supplier that is awarded the contract and will not be subcontracted to a third-party. Services do not include software, SaaS, subscriptions, hardware, or services that require a license agreement.

Estimate: Up-to \$5,000,000 (ten, \$500,000 contracts)

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 Brandon Snow, Senior Buyer, by email to bsnow@cityoftacoma.org.

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



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

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SUBMITTAL CHECK LIST

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

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

The following items make up your submittal package:	
One electronic copy of your complete submittal package.	
Signature Page (See Appendix A)	
Respondents Proposal (all required information outlined in Section 10)	
After award, the following documents will be executed:	
On-Call Technology Services Contract (See Appendix G)	
Certificate of Insurance and related endorsements (See Appendix F)	

1. BACKGROUND

The City is looking to set up a series of on-call service contracts that provide technology services on short notice supporting the on-going needs of the Utility Technology Services department of Tacoma Public Utilities. The City anticipates awarding up-to ten (10) On-Call Technology Services contract(s) utilizing task authorizations for the specific work proposed by the Supplier. No supplier's contract will exceed \$500,000 and no task authorization is to exceed \$100,000. Each task authorization must be approved by the City prior to work commencing. The contract is expected to be for four (4) years with an option to extend for one additional year. Any further extensions may require the approval of the Public Utility Board.

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

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

2. MINIMUM REQUIREMENTS

Supplier must demonstrate to have three or more years experience in working with power and water utilities and provide one or more technology services in the following areas:

- General Roles
 - Technical Writer
 - Enterprise Architect
- Cybersecurity
 - Cybersecurity Engineer
 - Senior Cybersecurity Engineer
 - Principal Cybersecurity Engineer
 - Forensics Analyst
 - Penetration Tester
 - Cybersecurity Architect
- Systems Administration
 - Systems Engineer
 - Senior Systems Engineer
 - Principal Systems Engineer
 - Backup/Recovery Engineer
 - SCCM Engineer
 - Database Administrator
- Voice and Security
 - RF Engineer
 - Senior RF Engineer
 - Physical Security Systems Engineer
 - Senior Physical Security Systems Engineer
 - Radio Technician
 - Physical Security Systems Technician
 - Unified Communications Architect

- Unified Communications Engineer
- Networks
 - Network Architect
 - Network Engineer
 - Senior Network Engineer
 - Principal Network Engineer

Contracts will be awarded based on the services offered by the Supplier, and how well those services align with the Utility's future internal needs.

3. SCOPE OF SERVICES AND DELIVERABLES

It is the City's intent to select several consultants (up-to ten) based on qualifications and abilities of the firm and key project individuals. The on-call technology services may include: Consulting, DBA Services, Maintenance and Support Services, and other such on-going Ad hoc technology services. Services must be provided directly by the supplier that is awarded the contract and will not be subcontracted to a third-party. Services do not include software, SaaS, subscriptions, hardware, or services that require a license agreement.

4. CONTRACT TERM

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

5. CALENDAR OF EVENTS

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

Contract may be issued after Public Utility Board approval.

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

Publish and issue RFP:	8/7/2024
Pre-Submittal Questions:	8/16/2024
Response to Questions:	8/23/2024
Submittal Due Date:	9/3/2024
Submittal Evaluated:	9/13/2024
Interviews/presentations, on or about:	9/18/2024
Award Recommendation:	10/1/2024
Public Utility Board Approval*:	10/23/2024

*If required

6. INQUIRIES

6.1 Questions should be submitted to Brandon Snow, Senior Buyer via email to bsnow@cityoftacoma.org. Subject line to read:

PI24-0183F – On-Call Technology Services – *VENDOR NAME*

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

6.2 Questions marked confidential will not be answered or included.

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

6.4 The answers are not typically considered an Addendum to the specification.

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

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

7. PRE-PROPOSAL MEETING

7.1 No pre-proposal meeting will be held; however, questions and requests for clarifications of the specifications may be submitted as stated in the inquiries section.

8. DISCLAIMER

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

9. EVALUATION CRITERIA

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

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

Proposals scoring less than 80 points will not be considered for interviews or award.

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

- 9.1** The SAC will select up-to 10 respondents to provide the services required.
- 9.2** The SAC may use references to clarify information in the submittals and interviews, if conducted, which may affect a respondents scoring. The City reserves the right to contact references other than those included in the submittal.
- 9.3** A significant deficiency in any one criteria is grounds for rejection of the submittal as a whole.

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

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

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

Information that is confidential must be clearly marked and provide an index identifying the affected page number(s) and 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 abilities to meet the requirement of this RFP. Emphasis will be on clarity of content. The written submittals should be prepared in the sequential order as outlined below.

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

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

10.1 Qualifications/Experience of Firm – 20

Describe the technology services you provide and your company's ability to provide the services outlined in Section 2.

10.2 Examples of Projects – 10 points

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

10.3 Reporting Capabilities – 5 points

Describe your companies reporting capabilities in reference to the requirements outlined in Appendix D.

10.4 Client References – 10 points

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

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

Provide a fee structure for your company's proposed services (flat-rate, hourly, etc.) Describe your company's ability to comply with Section 4 of Appendix D.

10.6 Qualifications / Experience of Key Personnel – 25 points

List key personnel that will handle the project. The personnel listed must be committed to this project for the expected term of the agreement. Include a brief bio or resume outlining the experience of the key personnel that will be involved. A list of key roles is provided in this RFP. See Section 2 above.

10.7 Sustainability – 5 points (Scored Pass/Fail)

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

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

Yes No

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

B. Does the Respondent have:

- Greenhouse gas emission reduction targets? 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.

10.8 Equity in Contracting – 5 points (Scored Pass/Fail)

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

- Combination Business Enterprise (CBE)
- Disadvantaged Business Enterprise (DBE)
- Minority Business Enterprise (MBE)
- Minority/Women Business Enterprise (MWBE)

- Small Business Enterprise (SBE)
- Socially and Economically Disadvantaged Business Enterprise (SEDBE)
- Women Business Enterprise (WBE)

10.9 Credit Card Acceptance – 0 points

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

11. INTERVIEWS / ORAL PRESENTATIONS

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

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

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

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

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

12. RESPONSIVENESS

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

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

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

13. ACCEPTANCE / REJECTION OF SUBMITTALS

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

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

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

14. CONTRACT OBLIGATION

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

The selected Respondent(s) will be expected to execute a contract with the City as 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.

15. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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

In addition, the terms and requirements outlined in Appendices B, C, and D are also applicable to this RFP.

16. INSURANCE REQUIREMENTS

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

17. PAID LEAVE

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

18. COMMITMENT OF FIRM KEY PERSONNEL

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

19. AWARD

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

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

20. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

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

21. PROPRIETARY OR CONFIDENTIAL INFORMATION

The Washington State Public Disclosure Act ([RCW 42.56 et seq.](#)) requires public agencies in Washington make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted

under this RFP shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public.

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

22. ADDENDUMS

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

Failure to acknowledge posted addendums on the required Signature Page may result in a submittal being deemed non-responsive by the City.

APPENDIX A

Proposal Signagure Page

(Required to be returned with your proposal)

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 Proposal 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. PI24-0183F
ON-CALL TECHNOLOGY SERVICES**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Date

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 B

North American Electric Reliability Corporation (NERC) Compliance Requirements

NERC REQUIREMENTS

I. Applicability to Bulk Electric System Cyber Systems and Information

Pursuant to a directive from the North American Electric Reliability Corporation (“**NERC**”), TPU has implemented policies and procedures for the protection of facilities, systems, assets and information that are critical to the operation or support of the Bulk Electric System (“**BES**”). TPU identifies these facilities, systems, assets and information in accordance with its internal utility procedures.

If this solicitation relates to BES Cyber Systems or BCSI (as designated by TPU), then Contractor must comply with the additional requirements described in this Exhibit. Contractor represents and warrants that it has consulted with TPU to determine whether this Exhibit is applicable.

II. Definitions

The following terms are defined for use in this Exhibit:

“**Access**” means:

- 1) Unescorted access by any person to facilities, systems and functions that TPU deems critical to the support of the Bulk Electric System (“**Critical Facilities and/or Critical Systems**”), including persons working within TPU Critical Facilities and/or Critical Systems; and
- 2) Physical or electronic access by any person to BCSI, or administrative control over BCSI or systems containing BCSI. For the avoidance of doubt, disclosing BCSI to a person by any means constitutes Access to such information by that person.

“**BCSI**” means Bulk Electric System Cyber System Information in any form (whether printed or electronic) including data, files, and file attributes. BCSI is information about a BES Cyber System that could be used to gain unauthorized access or pose a security threat to the BES Cyber System, as determined by TPU. BCSI is typically classified by TPU as “NERC CIP Confidential – BCSI” or “Restricted – BCSI,” but not all BCSI data will be designated as such in all formats.

“**BES**” means Bulk Electric System.

“**PRA**” means Personal Risk Assessment.

“**NERC**” means North American Electric Reliability Corporation.

“**WECC**” means Western Electricity Coordinating Council.

III. NERC CIP Security Obligations

- A. Contractor shall comply with all cyber security policies, plans and procedures relating to the BES Cyber Systems and/or BCSI as directed by TPU. As directed by TPU, Contractor shall provide documentation and evidence demonstrating such compliance. This may include the conduct of periodic tests and audits as specified by TPU from time to time. Contractor acknowledges that Contractor’s failure to comply and demonstrate compliance may subject Contractor and/or TPU to fines and other sanctions.
- B. Before being granted Access, Contractor must satisfactorily complete TPU's Supplier Security Review process. If Work is to be performed at Contractor locations, those locations must be approved by TPU following completion of the Supplier Security Review Process. TPU’s approval does not limit its rights to conduct periodic audits and reviews as provided in the Contract.
- C. Contractor shall ensure that (i) any BCSI that is obtained by Contractor is stored and accessed only within the United States, (ii) BCSI is not copied, exported, transferred or otherwise transmitted outside the United States, and (iii) no third party (including without limitation any individual, corporation, government or governmental agency), system or environment located outside the United States obtains access to BCSI through Contractor. Without limiting any other term of this Contract, a third party, system, or environment will be

deemed to have access to BCSI if Contractor shares BCSI with such third party, system, or environment in any manner, or if such third party uses access tokens, cards, credentials, or other means of authentication furnished to Contractor by TPU to obtain, view, download, or copy BCSI.

- D.** Contractor shall ensure that any personnel requiring access successfully complete seven-year (7) background checks ("**Personnel Risk Assessments**" or "**PRAs**") and TPU-mandated security training before they obtain access, in accordance with the following requirements:
- 1) TPU Human Resources shall perform a seven-year background screening for each individual that includes each of the following criteria: (i) Social Security Number verification; (ii) City, County, State and Federal Criminal Check for felonies and misdemeanors over the past seven years (in up to three counties where the individual has lived in the past seven years); (iii) "Global Watch" (check of 19 Federal and International Terrorist Watch lists); and (iv) validation of current residence and confirmation of continuous residence at this site for a minimum of the most recent 6 months (confirmed by period of residence, employment, or education at a specific site) and validation of other locations where, during the seven years immediately prior to the date of the criminal check specified in 4a(ii) above, the individual has resided for six consecutive months or more.
 - 2) Contractor shall require that each individual complete and annually renew assigned TPU web-based training, which includes training on safety, Critical Infrastructure Protection (CIP), and cybersecurity awareness, and that they comply with TPU information security requirements, TPU codes, and procedures. Contractor shall direct that each individual complete the TPU training program online and accessible from any internet connection.
 - 3) After Contractor certifies to TPU completion of the requirements set forth in paragraphs a. through c. above, TPU will issue appropriate access credentials. TPU will deny access to any individual for whom Contractor has not completed the requirements set forth in paragraphs D(1) through (3) above.
 - 4) Every seven years, TPU shall perform background screening as described herein for each individual on continuing assignment who has access.
 - 5) Contractor and TPU shall retain documentation supporting the Personnel Risk Assessment Attestation Form for each individual with Access for a minimum of seven years.
 - 6) TPU and/or WECC will set the frequency of auditing the Contractor's PRA process and supporting records.
- E.** A CIP NDA is required for access to protected CIP information (BCSI), Physical Security Perimeters or CIP Assets. There are two versions of the CIP NDA, individual or corporate. BEFORE CIP access can be granted, a CIP NDA must be signed by the recipient (in the case of individual CIP NDAs) or a company representative (in the case of corporate CIP NDAs). CIP training must be completed.

In addition to its other indemnity obligations hereunder, Contractor shall indemnify and hold harmless TPU for any fines, penalties or other sanctions assessed against TPU (including but not limited to fines, penalties or sanctions assessed against TPU by the WECC, NERC, or the Federal Energy Regulatory Commission (FERC) for a violation of any NERC reliability standard) caused by Contractor's failure to perform its obligations under this Contract.

APPENDIX C

Infrastructure and Data Security Requirements

Infrastructure and Data Security

CONTRACTOR acknowledges that CITY Data is critical to the CITY. CONTRACTOR represents to the CITY that its product or service complies with the following relevant security standards.

CONTRACTOR shall use precautions, including but not limited to, physical, software and network security measures, employee screening, training and supervision and appropriate agreements with employees, to:

- (1) Prevent anyone other than CITY or its authorized employees, CONTRACTORs, or agents from monitoring, using, gaining access to or learning the import of CITY Data
- (2) Protect appropriate copies of CITY Data from loss, corruption, or unauthorized alteration; and
- (3) Prevent the disclosure of CITY Data passwords and other access control information to anyone other than authorized CITY employees.

CONTRACTOR will periodically test and re-evaluate the effectiveness of such precautions. CONTRACTOR will promptly notify CITY if such precautions are violated, and CITY Data are affected hereby, or passwords or other access information are Disclosed. "Disclosed" means, for the purpose of this Exhibit B, any circumstance when the security, integrity, or confidentiality of any CITY Data has been compromised, including but not limited to incidents where CITY Data has been damaged, lost, corrupted, destroyed, or accessed, acquired, modified, used, or disclosed by any unauthorized person, by any person in an unauthorized manner, or for an unauthorized purpose. Notwithstanding the foregoing, CONTRACTOR and its employees may use, process, view the contents of or monitor CITY Data to the extent necessary for CONTRACTOR to perform under the Agreement.

CONTRACTOR shall provide the CITY with a copy of CONTRACTOR's Information Security Policy on request.

CONTRACTOR shall take technical and organizational measures to keep CITY Data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access; and must deal with the CITY Data only in accordance with CITY's instruction.

CONTRACTOR shall be responsible for establishing and maintaining an information security program that is designed to:

- Ensure the security and confidentiality of the CITY Data,
- Protect against any anticipated threats or hazards to the confidentiality, availability, or integrity of the CITY Data,
- Protect against unauthorized access to or use of the CITY Data,
- Ensure the proper deletion of CITY Data,
- Ensure that all CONTRACTOR's subcontractors, if any, comply with the foregoing.

In no case shall the safeguards of the CONTRACTOR's information security program be less stringent than the information security safeguards used by the CITY's Information Security Program.

The CONTRACTOR shall remove all software components that are not required for the operation and/or maintenance of the procured product or service. If removal is not technically feasible, then the CONTRACTOR shall disable software not required for the operation and/or maintenance of the procured product. This removal shall not impede the primary function of the procured product or service. If software that is not required cannot be removed or disabled, the CONTRACTOR shall document a specific explanation and provide risk mitigating recommendations and/or specific technical justification. The CONTRACTOR shall provide documentation on what is removed and/or disabled.

CONTRACTOR shall ensure software components required for operation are secure configurations.

Network Interconnect Security and Access Control. CONTRACTOR's network shall protect CITY Data through the implementation of security controls that adequately safeguard against intrusion, tampering, viruses and other security breaches (NIST SP 800-53 (Rev. 5)). CONTRACTOR shall adhere to all CITY IT security policies, procedures, and guidelines and NIST SP 800-53 (revision at the time the contract is signed) special publications at <https://csrc.nist.gov/Projects/risk-management/sp800-53-controls/release-search#/controls?version=5.1>.

CONTRACTOR shall enforce the following IT security best practices:

- Least Privilege: Only authorized access to the minimum amount of resources required for a function;
- Separation of Duties: Functions shall be divided between staff members to reduce the threat that one person can commit fraud undetected;
- Role-Based Security: Access control shall be based on the role a user plays in an organization and shall include configurable access and permissions. CONTRACTOR shall provide a system administration mechanism for changing user(s') role.

CONTRACTOR shall restrict CONTRACTOR or subcontractor employees and other personnel from using resources on CITY's network unless they are supporting the purpose of the interconnection between the CITY's network and the CONTRACTOR's network. The CONTRACTOR shall configure the procured product such that when a session or inter-process communication is initiated from a less privileged application, access shall be limited and enforced at the more critical side. CONTRACTOR shall provide a method for protecting against unauthorized privilege escalation.

CONTRACTOR shall verify and provide documentation for the product or service attesting that unauthorized logging devices are not installed (e.g., key loggers, cameras, and microphones), as specified by the CITY.

The CONTRACTOR shall deliver a product or service that enables the ability for the CITY to configure its components to limit access to and from specific locations (e.g., security zones, AND business networks) on the network to which the components are attached, where appropriate, and provide documentation of the product's configuration as delivered.

CONTRACTOR shall review and verify CONTRACTOR personnel's continued need for access and level of access to CITY Data and CITY systems, networks and property on a semi-annual basis and will retain evidence of the reviews for two years from the date of each review.

CONTRACTOR will immediately notify CITY in writing (no later than close of business on the same day as the day of termination or change set forth below) and will immediately take all steps necessary to remove CONTRACTOR personnel's access to any CITY Data, systems, networks, or property when:

- Any CONTRACTOR personnel no longer requires such access in order to furnish the services, products, or hardware provided by CONTRACTOR under this Services Contract,
- Any CONTRACTOR personnel is terminated or suspended or his or her employment is otherwise ended,
- CONTRACTOR reasonably believes any CONTRACTOR personnel poses a threat to the safe working environment at or to any CITY property, including to employees, customers, buildings, assets, systems, networks, trade secrets, confidential Data, and/or employee or CITY Data.
- There are any material adverse changes to any CONTRACTOR personnel's background history, including, without limitation, any information not previously known or reported in personnel's background report or record,
- any CONTRACTOR personnel loses their U.S. work authorization, or
- CONTRACTOR's provisions of products, services and hardware to CITY under this Services Contract or any SOW is either completed or terminated, so that CITY can discontinue electronic and/or physical access for such CONTRACTOR personnel.

CONTRACTOR will take all steps reasonably necessary to immediately deny such CONTRACTOR personnel electronic and physical access to CITY Data as well as CITY property, systems, or networks, including, but not limited to, removing and security individual credentials and access badges, Multi-Factor Authentication ("MFA") tokens, and laptops, as applicable, and will return to CITY any CITY-issued property including, but not limited to, CITY photo ID badge, keys, parking pass, documents, or laptop in the possession of such CONTRACTOR personnel. CONTRACTOR will notify CITY once access to CITY Data as well as CITY property, systems, and networks has been removed.

CONTRACTOR shall immediately notify the CITY by telephone and email, and subsequently via written letter, when a Security Incident is detected, so that the CITY may take steps to determine whether its network has been compromised and take appropriate security precautions. "Security Incident" means any circumstance when (i) CONTRACTOR knows or reasonably believes that CITY Data hosted or stored by the CONTRACTOR has been Disclosed; (ii) CONTRACTOR knows or reasonably believes that an act or omission has compromised or may reasonably compromise the cybersecurity of the products and services; including hardware, provided to CITY by CONTRACTOR or the physical, technical, administrative, or organizational safeguards protecting CONTRACTOR's systems or CITY's systems storing or hosting CITY Data; or (iii) CONTRACTOR receives any complaint, notice, or communication which relates directly or indirectly to (A) CONTRACTOR's handling of CITY Data or CONTRACTOR's compliance with the data safeguards in this Services Contract or applicable law in connection with CITY Data or (B)

the cybersecurity of the products and services; including hardware, provided to CITY by CONTRACTOR.

Location of Data. CONTRACTOR warrants and represents that it shall transmit, store and process CITY Data and content only in the continental United States.

Data Breaches. In the event of a breach of CITY Data, the CITY reserves the right to participate in breach root cause analysis activities undertaken by the CONTRACTOR. CONTRACTOR shall report, orally and in writing, to the CITY any use or disclosure of CITY Data or content not authorized by the Agreement or in writing by the CITY including any reasonable belief that an unauthorized individual has accessed CITY Data or CITY Materials. CONTRACTOR shall make the report to CITY immediately upon discovery of the unauthorized disclosure, but in no event more than two (2) business days after CONTRACTOR reasonably believes there has been such unauthorized use or disclosure.

CONTRACTOR shall report:

- The approximate date and time of the occurrence if precisely known
- A summary of the facts and circumstances of the Security Incident, including a description of
 - The covered CITY Data or CITY Materials
 - Who made the unauthorized use or received the unauthorized disclosure
 - What CONTRACTOR has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure
 - What corrective action CONTRACTOR has taken or shall take to prevent future similar unauthorized use or disclosure
- CONTRACTOR shall provide such other information, including a written report, as reasonably requested by the CITY

Notwithstanding any other provisions in the Agreement, CONTRACTOR shall be liable for all damages, fines and corrective action arising from unauthorized use or disclosure of such information caused by CONTRACTOR's breach of its data security or confidentiality provisions hereunder.

APPENDIX D

Utility Technology Services On-Call Contract Requirements

On-Call Contracts

1. ON-CALL NATURE OF WORK

The citywide contract that results from this specification will be available for use by all City of Tacoma (City) departments, including those of Tacoma Public Utilities (TPU). The contract will be administered by purchasing but work performed under the contract will be ordered and coordinated by project managers throughout the City.

1.1 Line-Item Quantities and Contract Value

Quantities given in the proposal pages and total contract value are not guaranteed but rather an estimate based on historic usage. Actual contract value and quantities will depend on the work ordered, authorized, and performed under the contract.

If the contract includes line items to allow for work outside of that explicitly described in these specifications, supplier will provide the contract administrator with a complete description of the item and associated pricing, prior to approval to project manager approval to perform the work.

1.2 Remote Location

Services will occasionally be required at remote city facilities. The price proposal form solicits pricing for mobilization to sites outside of the City of Tacoma or immediately surrounding areas. See Appendix A for more information on remote locations.

1.3 Consideration when Bidding

All contract items with individual measurements should be bid with consideration that services will not be delivered at once but through individually ordered projects at various locations. It is the respondent's responsibility to ensure that line-item pricing supplied includes all associated work and fees to satisfactorily complete the described work. Unit pricing will not be adjusted post submittal to accommodate fees and charges unforeseen by the respondent.

1.4 Right to Terminate

The City of Tacoma reserves the right to terminate the contract if the supplier does not comply with the requirements of these specifications. The City will be the sole judge of the supplier's ability to meet the requirements of this paragraph. If the contract is terminated within the initial twelve-month contract period, the City reserves the right to contact the next responsible and responsive apparent low bidder(s) and execute a contract for the services included in these specifications.

2. CONTRACT ADMINISTRATION

Topics discussed and requirements for projects completed under the contract may be captured in a Contract Administration Plan and that plan will be used to track progress and performance of the contract, to identify and resolve any issues that arise.

Supplier must identify a main contract administrator that can be contacted for any and all communications regarding the administration of this contract.

Prior to commencement of any work under the contract, supplier shall provide all required LEAP documentation to the LEAP Coordinator at a location, time and date determined by the LEAP Coordinator.

3. INDIVIDUAL PROJECT COORDINATION

3.1 Assignment of Work

Projects to be executed under this contract will be initiated using the UTS Task Assignment Form (See Appendix E). Upon receipt of a Task Assignment Form, supplier will return a quote, demonstrably aligned with the pricing of the contract within seventy-two (72) hours. The Task Assignment Form should capture all items, quantities, and measurements to be used in confirming project completion.

An approved and signed Task Assignment Form will serve as notice to proceed. A copy of the signed task authorization must be sent to the Contract Administrator. It is the supplier's responsibility to maintain records of projects executed under the contract and the associated approval to perform work. A signed task authorization form, with legible city project manager and approver is required prior to approval of invoices.

Supplier may be required to attend a meeting specific to the project, prior to performing work. All approved work will be completed within the timeframe agreed upon in the Task Authorization Form and/or at the meeting.

3.2 Pre-Work Meeting

For individual projects, a project manager may choose to have a pre-work meeting. If held, minutes of the meeting will be sent to the supplier and all meeting attendees including but not necessarily limited to purchasing, LEAP and EIC offices.

3.3 Site Meeting

Project Managers will schedule site meeting on an as-needed basis during a project. Supplier attendance at such meetings is required. Project managers will discuss the need for site meetings with the supplier. Items agreed upon at any such meeting may be documented and become part of the project file.

3.4 Jurisdictional Requirements and Permits

By entering into a contract pursuant to these specifications, the supplier represents familiarity with city and county standards for all work included in this solicitation. It is the supplier's responsibility to be familiar with all current jurisdictional restoration requirements at the time of bid submission. Following award, supplier will stay current with all jurisdictional requirements and will notify the City upon discovery of new or modified requirements that may affect the contract.

At the time of award, all current city and county standards where work may be completed are adopted as part of the contract and requirements whether they are specifically listed or not. Supplier is responsible for clarifying any pertinent requirements prior to performing any specific project.

4. BILLING AND INVOICING

4.1 Registration

Awardee must register, and become fully transactional, in the City of Tacoma's Ariba portal. A master contract number will be assigned, and department specific sub-agreements will be created as work is ordered.

4.2 Invoices

In order for a proper invoice to be received, it must be submitted in Ariba against the appropriate contract number and must include a copy of the task authorization and all required documentation:

- 4.2.1 Approved Task Authorization Form, including original quote if requested by the department.
- 4.2.2 PDF invoice attachment including line-item detail aligned with the pricing terms included in the price proposal form in these specifications. *
- 4.2.3 The invoice shall not include work outside of the authorized task authorization. Any work outside of the task authorization will be rejected without a properly approved and signed task authorization form.

Invoices will only be approved following 100% completion of the project or specific milestone outlined in the task authorization form.

5. REPORTING CAPABILITIES

Supplier shall have the ability to provide accurate and consistent reporting on a quarterly, semi-annual and/or annual basis. The City may request that the supplier provide reports of invoiced services/purchases provided to the City during the contract term. Within twenty (20) business days of a request, the supplier shall provide the City a report clearly titled with the contract name and number, supplier name, supplier contact information and dates of the report period. Report will include line-item detail including quantity and spend for each item included in the Price Proposal Form along with itemization of work performed that does not explicitly fall under the scope of work included in these specifications.

6. SUPPLIER PERFORMANCE REVIEW

Project managers will be encouraged to file performance reviews with the contract administrator. At the determination of the contract administrator, supplier may be required to attend a review of their performance under the contract and no less that each six-month contract period. Supplier will be

notified of the time and location of any such meeting. Action items and/or cures identified in a performance review will be added to the contract file for follow up.

APPENDIX E

Example Task Assignment Form

City of Tacoma Utility Technology Services Task Assignment No.

Task Assignment #:	Date:
Project Name:	
Contract #:	

The terms and conditions of the Parties' Technology Services Contract with the City of Tacoma's Utility Technology Services shall govern all service and/or deliverables hereunder and shall be in full force and effect for this Task Assignment. The agreed to scope, schedule, and cost for this task is as listed below or as attached and referenced herein.

Statement of Work:

Deliverables:

Start Date:	Original End Date:	Amended End Date (if applicable):

Onsite, Remote or Both?	
--------------------------------	--

Hourly contract or fixed bid?	
--------------------------------------	--

Task Assignment Not to Exceed \$ Amount:	
---	--

Cumulative Not to Exceed \$ Amount (if adding more \$):	
--	--

UTS Manager or SME requesting task assignment: _____
(name)

Supplier/Vendor

Company _____

Signature _____

Name _____

Title _____

Date _____

Approval

Signature _____

Name _____

Title _____

Date _____

*Accounting: _____

APPENDIX F

City of Tacoma Insurance Requirements



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. SUBCONTRACTORS

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.



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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.

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.

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Professional Liability Insurance or Errors and Omissions

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

3.6 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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

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.

APPENDIX G

Draft Technology Services Contract

TECHNOLOGY SERVICES CONTRACT

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

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

1. Scope of Services

The CONTRACTOR agrees to diligently and completely perform the services or deliverables consisting of [INSERT A BRIEF DESCRIPTION OF THE WORK TO BE PERFORMED] as is described in [Exhibit 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 _____ and _____, the controlling terms for this Contract will be interpreted in the following order of precedence, with the first listed being the most controlling, and the last listed being the least controlling: 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 or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by CONTRACTOR, the CITY will agree to reasonably compensate the CONTRACTOR for such additional effort up to the maximum amount specified herein or as otherwise provided by City Code.

4. On Call Contracts

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

5. Term

All services shall be satisfactorily completed on or before [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 [on the basis of] [EXHIBIT XXXX and/or a DESCRIPTION OF COMPENSATION ARRANGEMENTS –MILESTONES, TIME AND MATERIALS, LUMP SUM ETC.]

9. Prevailing Wages

- A. If federal, state, local, or any applicable law requires CONTRACTOR to pay prevailing wages in connection with this Contract, and CONTRACTOR is so notified by the CITY, then CONTRACTOR shall pay applicable prevailing wages and otherwise comply with the Washington State Prevailing Wage Act (RCW 39.12) in the performance of this Contract.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is made of part of the Contract by this reference. If prevailing wages apply to the Contract, CONTRACTOR and its subcontractors shall:
 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week.

2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid.
3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by CONTRACTOR and its subcontractors to the CITY, in the manner requested by the CITY, prior to any payment by the CITY hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the CITY prior to final Contract payment.

10. Not to Exceed Amount

The total price to be paid by CITY for CONTRACTOR'S full and complete performance of the Scope of Work hereunder shall not exceed \$ [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.

11. Payment

CONTRACTOR shall submit [Pick one of the following monthly, weekly, annual, Contract milestone, other (describe in detail)] invoices for services completed and/or deliverables furnished during the invoice period. Upon CITY'S request, CONTRACTOR shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number or other identifying number listed in the subject line to accountspayable@cityoftacoma.org.

Payment shall be made through the CITY'S ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The CITY may withhold payment to the

CONTRACTOR for any services or deliverables not performed as required hereunder until such time as the CONTRACTOR modifies such services or deliverables to the satisfaction of the CITY.

12. Payment Method

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

13. Independent Contractor Status

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

14. Services Warranty

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

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.

15. Reliance on CITY Provided Data or Information

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

16. Contract Administration

Andrea Berry (aberry@cityoftacoma.org) for the CITY shall have primary responsibility for contract administration and approval of services to be performed by the CONTRACTOR, and shall coordinate all communications between the CONTRACTOR and the CITY.

17. Specific Personnel

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

18. Records Related to Performance of Contract

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

19. Records Retention

The CONTRACTOR shall establish and maintain records in accordance with requirements prescribed by the CITY, with respect to all matters related to the performance of this Contract. Except as otherwise authorized by the CITY, the CONTRACTOR shall retain such records for a period of _____ [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.

20. Notices

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

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

21. Termination

- A. Except as otherwise provided herein, the CITY may terminate this Contract at any time, for CITY’s own reasons and without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. CITY may terminate this Contract in the event of any material breach of any of the terms and conditions of this Contract if CONTRACTOR’s breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.
- B. In the event CITY terminates this Contract due to the CITY’s own reasons and without cause due to the CONTRACTOR’s actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein.
- C. In the event of material default or breach by CONTRACTOR of any of the terms or conditions of the Contract, CITY may, at its election, procure services and deliverables under this CONTRACT from other sources, and may deduct from the unpaid balance due CONTRACTOR, or collect against the bond or security (if any), or may invoice and recover from CONTRACTOR all costs paid in excess of the price(s) set forth in the Contract.
- D. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

22. Suspension

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

23. Federal Funds

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

24. Taxes

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

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

25. Licenses and Permits

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

26. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that

damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

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

27. Title 51 Waiver

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

28. Insurance

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

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

29. Nondiscrimination

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

30. Conflict of Interest

No officer, employee, or agent of the CITY, nor any member of the immediate family of any such officer, employee, or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Contract, either in fact or in appearance. The CONTRACTOR shall comply with all federal, state, and City conflict of

interest laws, statutes, and regulations. The CONTRACTOR represents that the CONTRACTOR presently has no interest and shall not acquire any interest, direct or indirect, in the program to which this Contract pertains which would conflict in any manner or degree with the performance of the CONTRACTOR'S services and obligations hereunder. The CONTRACTOR further covenants that, in performance of this Contract, no person having any such interest shall be employed. The CONTRACTOR also agrees that its violation of the CITY'S Code of Ethics contained in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Contract subjecting the Contract to termination.

31. 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.

32. 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).

33. 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.

34. 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.

35. 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.

36. Infrastructure and Data Security

From and after the Effective Date, CONTRACTOR will comply with the terms and conditions of Exhibit B – Infrastructure and Data Security attached hereto and made a part of this Contract between the Parties while CONTRACTOR has access to and/or possession of CITY's Data or access to CITY's network(s) and equipment as provided in Exhibit B. CONTRACTOR shall comply with CITY NERC-CIP policies enacted in compliance with said NERC standards as a condition of access to any CITY NERC-CIP restricted networks or systems.

37. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries

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

Waiver

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

Severability and Survival

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

Entire Agreement

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

Modification

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

IN WITNESS WHEREOF, the Parties hereto have accepted and executed this Contract, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable. The undersigned Contractor representative, by signature below, represents and warrants they are duly authorized to execute this legally binding Contract for and on behalf of Contractor and further represents and warrants that Contractor is not suspended, debarred, or otherwise disqualified under federal, state, or local law from participating in this Contract.

CITY OF TACOMA:
Signature:

CONTRACTOR:
Signature:

Name:

Name:

Title:

Title:

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

Director of Finance: _____

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

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

APPENDIX A
FEDERAL FUNDING

1. COPELAND ANTI-KICKBACK ACT

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

- A. CONTRACTOR shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- B. CONTRACTOR or subcontractor shall insert in any subcontracts the clause above and such other clauses federal agencies may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- C. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

2. EQUAL EMPLOYMENT OPPORTUNITY

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

- A. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- B. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- C. CONTRACTOR will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to

instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

- D. CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- E. CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- G. In the event of CONTRACTOR's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further federally funded contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- H. CONTRACTOR will include the portion of the sentence immediately preceding paragraph (A) and the provisions of paragraphs (A) through (G) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. CONTRACTOR will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

- A. Overtime requirements. Neither CONTRACTOR or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay

for all hours worked in excess of forty hours in such workweek.

- B. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (3)(A) of this section the CONTRACTOR and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such CONTRACTOR and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (3)(A) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (3)(A) of this section.
- C. Withholding for unpaid wages and liquidated damages. The CITY shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the CONTRACTOR or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such CONTRACTOR or sub-contractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (3)(B) of this section.
- D. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (3)(A) through (D) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime CONTRACTOR shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (3)(A) through (D) of this section.

4. CLEAN AIR ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

5. FEDERAL WATER POLLUTION CONTROL ACT

- A. CONTRACTOR agrees to comply with all applicable standards, orders, or

regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

- B. CONTRACTOR agrees to report each violation to the CITY and understands and agrees that the CITY will, in turn, report each violation as required to assure notification to the appropriate federal agency.
- C. CONTRACTOR agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal funding.

6. DEBARMENT AND SUSPENSION

- A. This Contract is a Covered Transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the CONTRACTOR is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- B. CONTRACTOR must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier Covered Transaction it enters into.
- C. This certification is a material representation of fact relied upon by the CITY. If it is later determined that the CONTRACTOR did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CITY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- D. CONTRACTOR agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C throughout the period of this Contract and to include a provision requiring such compliance in its lower tier covered transactions.

7. BYRD ANTI-LOBBYING AMENDMENT

- A. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with CITY. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the CITY.
- B. If applicable, CONTRACTOR certification required by Appendix A to 44 CFR Part 18 contained at Appendix A-1 to this Contract is incorporated into this Contract.

8. PROCUREMENT OF RECOVERED MATERIALS

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

C. CONTRACTOR also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

9. **CONTRACTOR** 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.

APPENDIX A-1

**APPENDIX A to 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
Certification for Contracts, Grants, Loans, and Cooperative Agreements**

Supplier certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

APPENDIX B—Sub-recipient information and requirements

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

(i) Agency Name (must match the name associated with its unique entity identifier)		(ii) Unique Entity Identifier <i>(i.e., DUNS)</i>	City of Tacoma Number for This Agreement
(iii) Federal Award Identification Number (FAIN)	(iv) Federal Award Date	(v) Federal Period of Performance Start and End Date	(vi) Federal Budget Period Start and End Date
(vii) Amount of Federal Funds <i>Obligated</i> to the agency by this action: \$	(viii) Total Amount of Federal Funds <i>Obligated</i> to the agency	(ix) Total Amount of the Federal Award <i>Committed</i> to the agency \$	
(x) Federal Award Project Description: CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS– City of Tacoma			
(xi) Federal Awarding Agency: DEPARTMENT OF THE TREASURY	Pass-Through Entity: City of Tacoma	Awarding Official Name and Contact Information:	
(xii) Assistance Listing Number and Name (the pass-through entity must identify the dollar amount made available under each Federal award and the Assistance Listing number at time of disbursement)			(xiii) Identification of Whether the Award is R&D
(xiv) Indirect Cost Rate for the Federal Award	Award Payment Method (lump sum payment or reimbursement) REIMBURSEMENT		