



City of Tacoma, WA

INFORMATION TECHNOLOGY DEPARTMENT
REQUEST FOR PROPOSAL
SAP S4 ANALYTICS DATA MIGRATION
SPECIFICATION NO. IT23-0326F



**City of Tacoma
Information Technology Department**

**REQUEST FOR PROPOSALS IT23-0326F
SAP S4 ANALYTICS DATA MIGRATION**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, April 4, 2024

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

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

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

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

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

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

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

Project Scope: To accomplish a successful migration to S/4HANA RISE, implementation of Service Cloud, and other requirements identified in the RFP.

Estimate: N/A

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Tina Eide by email to teide@cityoftacoma.org.

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



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


Table of Contents

- SUBMITTAL CHECK LIST 5
- 1. BACKGROUND 7
- 2. MINIMUM REQUIREMENTS 9
- 3. SCOPE OF SERVICES AND DELIVERABLES 9
- 4. AWARD 10
- 5. CONTRACT TERM 10
- 6. CALENDAR OF EVENTS 11
- 7. INQUIRIES 11
- 8. PRE-PROPOSAL MEETING 11
- 9. DISCLAIMER 12
- 10. CONTENT TO BE SUBMITTED – This section represents 100% of the possible scoring criteria 12
- 11. RFP EVALUATION AND AWARD CRITERIA 18
- 12. INTERVIEWS / ORAL PRESENTATIONS 18
- 13. RESPONSIVENESS 19
- 14. ACCEPTANCE / REJECTION OF SUBMITTALS 19
- 15. CONTRACT OBLIGATION 20
- 16. STANDARD TERMS AND CONDITIONS 20
- 17. INSURANCE REQUIREMENTS 20
- 18. PARTNERSHIPS 20
- 19. COMMITMENT OF FIRM KEY PERSONNEL 20
- 20. ENVIRONMENTALLY PREFERABLE PROCUREMENT 21
- 21. PROPRIETARY OR CONFIDENTIAL INFORMATION 21
- 22. ADDENDUMS 21
- APPENDIX A 21
- APPENDIX B 23
- Sample Contract 23

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.

<p>The following items make up your submittal package:</p>	
<p>One electronic copy emailed to bids@cityoftacoma.org of your complete submittal package, a maximum of 25 single sided pages for the sections identified below. The following sections should be included:</p>	
<p>Section 1: Signature Page</p>	
<p>Section 2: Prior/existing relationships with City of Tacoma</p>	
<p>Section 3: Executive Summary <i>(included in page limit)</i></p>	
<p>Section 4: Company Experience <i>(included in page limit)</i></p>	
<p>Section 5: Examples of Projects <i>(included in page limit)</i></p>	
<p>Section 6: Project Team & Qualifications <i>(included in page limit, except for resumes)</i></p>	
<p>Section 7: Project Methodology & Approach <i>(included in page limit)</i></p>	
<p>Section 8: Cost</p>	
<p>Section 9: Client Reference</p>	
<p>Section 10: Sustainability</p>	
<p>Section 11: Equity in Contracting</p>	
<p>Section 12: Credit Card Acceptance</p>	
<p>Section 13: Contract Exceptions</p>	

Section 14: Supporting Documents	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

1. BACKGROUND

1.1 City Overview

Tacoma is a mid-sized City and public utility experiencing unprecedented growth. With more than \$1 billion being invested in downtown Tacoma alone, private investment has surpassed public investment by nearly a 4:1 ratio. Urbanites are drawn to downtown Tacoma for its competitively priced living spaces with sweeping mountain, city, and water views, while families gravitate toward Tacoma's charming neighborhoods with big city amenities.

The City of Tacoma, with a population of over 200,000 and over 500,000 customers, believes its constituents and customers deserve a more accessible and transparent local government. Comprised of 21 departments and offices, including 5 utilities (Power, Water, Solid Waste, Storm Water, Wastewater) and a railroad, the City is committed to providing high-quality, innovative, and cost-effective municipal services that enhance lives and improve Tacoma's neighborhoods and business districts.

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

1.2 Project Summary

Currently, the City is using SAP broadly as the ERP system across a large number of business processes and daily operations. The City plans to migrate the current ECC version of SAP to S/4HANA hosted by SAP RISE on Amazon AWS. Refer to the RFP *IT23-0327F SAP S4 HANA RISE and Service Cloud SI* for the overall SAP migration for more context. The same vendor can bid on and possibly be awarded both RFP's.

Presently, the SAP-related data pipelines connect to HANA calculation views. The City uses FME (Feature Manipulation Engine, Safe Software) as the data integration tool to build data pipelines to extract data from SAP and load it into the Snowflake data platform nightly. There are also some Tableau dashboards directly connecting to HANA calculation views. See the following diagram for the as-is SAP analytics data architecture:

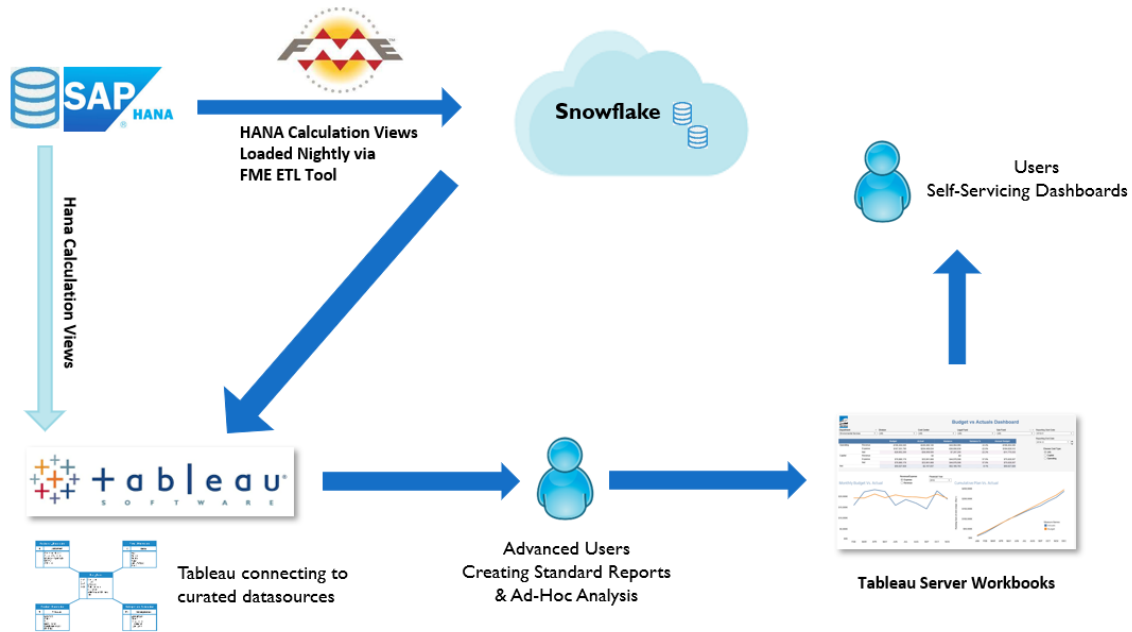


Figure 1. SAP As-Is Analytics Data Architecture

As part of the migration to S/4HANA, the City will discontinue the on-prem enterprise license, therefore, HANA calculation views will not be available to the City in the S/4HANA RISE version. Based on initial assessment, CDS (Core Data Services) view is the supported technology by SAP in S/4HANA RISE. The existing HANA calculation views either need to be migrated to CDS views or rearchitected into different CDS views. In addition, the data access method may need to be changed from using ODBC connection to using OData connection or potentially assessing and implementing a new integration tool for data transfer from S/4HANA to Snowflake. The City is licensed for SAP’s BTP (Business Technology Platform) but not for SAP analytics cloud.

There are four high-level goals for the project:

1. Ensuring the success of the overall S/4HANA migration, with analytics users being able to continue their analytics and data work with minimal disruption
2. Minimizing the unnecessary changes the analytics users have to make to their Tableau-based reports and dashboards
3. Leveraging standard S/4HANA CDS views and reducing customization wherever possible
4. Aligning with S/4HANA architecture and best practices wherever practical

Based on the latest analysis, there are 137 data pipelines as part of the City’s SAP analytics architecture. The data pipelines are further grouped into four categories: Small (9), Medium (31), Large (68), Extra Large (29). **Exhibit 01 – HANACalculationViews_v4_RFP.xlsx** provides more

details. All of the data pipelines need to be migrated to use CDS views or its equivalent so that analytics users can continue to use the reports and dashboards with minimal disruption.

This RFP seeks proposals from vendors to lead the SAP analytics data migration project and work with the data engineering team to complete the migration successfully. The City of Tacoma data engineering team consists of one enterprise data architecture manager and three data engineers. The vendor staff is expected to have deep SAP functional knowledge of both S/4HANA and ECC versions, and expertise in the Snowflake data platform and the appropriate data integration technology.

The City is seeking a fixed price proposal to award one contract.

2. MINIMUM REQUIREMENTS

The vendor project team is expected to have:

- 1. Demonstrated experience building solutions using SAP modules including FICO, Treasury, Project System, Purchasing, HR, MM, SD, PM , IS-U and IS-PS
- 2. Demonstrated experience designing and developing SAP CDS views
- 3. Demonstrated experience developing in SAP ABAP
- 4. Demonstrated experience developing in SQL
- 5. Demonstrated experience designing and developing data integration solutions between SAP and data platforms such as Snowflake
- 6. Demonstrated experience designing data architecture in data platforms such as Snowflake
- 7. Demonstrated experience designing and developing SAP HANA calculation views

3. SCOPE OF SERVICES AND DELIVERABLES

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

Project deliverables include but are not limited to:

- 1. A migration plan of existing HANA calculation views detailing the different categories of migration path:
 - a. HANA calculation views that can be replaced by standard S/4HANA CDS views with the corresponding data pipeline and Snowflake update

- b. HANA calculation views that need to be rearchitected into different CDS views, corresponding data pipelines, and Snowflake tables because of S/4HANA architecture changes. Anticipated areas of change as part of the migration to S/4HANA include:
 - i. New GL
 - ii. Universal Ledger
 - iii. Grants
 - iv. Service Cloud (this is a new implementation and any analytics needs will be included with that implementation and not as part of this remediation effort.)

Note: Refer to the RFP *IT23-0327F SAP S4 HANA RISE and Service Cloud SI* for more details about the overall SAP migration to S/4HANA.

- c. HANA calculation views to be converted to CDS views as is.

For migration path a and c, the corresponding Snowflake tables or views should have no or minimal changes compared to the existing Snowflake tables or views to minimize the changes that need to be made to existing reports and dashboards.

2. All HANA calculation views migrated according to the migration plan
3. Assessing and implementing ETL processes in FME or new integration tool for data pipelines. Our existing data pipeline uses FME, but we are also licensed for BTP.
4. Data pipelines from SAP S/4HANA RISE to Snowflake re-established and optimized for performance
5. Documentation and support for analytics staff to update their Tableau reports and dashboards as needed

4. AWARD

After the Respondent is selected by the SAC and prior to award, all other Respondents will be notified via email by the Purchasing Division. The City anticipates awarding one contract to a single respondent with a specified statement of work.

Once a finalist has been selected by the SAC, 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 City Council. The work must be approved by the City prior to commencing.

5. CONTRACT TERM

The contract will be a fixed price, deliverable-based bid for the project with three months of hyper care and the option to extend for another three months at additional cost. The contract will be for a

21-month term (18-month anticipated project duration and three months of hyper care) with the option to renew for another three months of hyper care. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

The project go-live date is expected to be the same as the overall SAP S/4HANA migration. Refer to the RFP *IT23-0327F SAP S/4HANA RISE and Service Cloud SI* for more context.

6. CALENDAR OF EVENTS

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

Contract will be issued after City Council approval.

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

Publish and issue RFP:	1/31/2024
Pre-Submittal Questions:	2/22/2024
Response to Questions:	3/5/2024
Submittal Due Date:	4/2/2024
Submittal Evaluated:	4/19/2024
Interviews/presentations, on or about:	5/6/2024
Award Recommendation:	5/28/2024
Public Utility Board/City Council Approval:	6/25/2024

7. INQUIRIES

7.1 Questions should be submitted to Tina Eide via email to teide@cityoftacoma.org. Subject line to read:

IT23-0326F – SAP S4 Analytics Data Migration – *VENDOR NAME*

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

7.2 Questions marked confidential will not be answered or included.

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

7.4 The answers are not typically considered an addendum.

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

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

8. PRE-PROPOSAL MEETING

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

9. DISCLAIMER

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

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

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

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

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

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

10.1 Proposal Response

Responses to Sections 3-7 may **not** exceed 50 pages. 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. Responses should be organized as follows:

Section 1: Signature Page (not included in page limit) - 0 points

Fill out the Signature Page provided in *Exhibit 05 – Signature Page*

Section 2: Prior/existing relationships with City of Tacoma (not included in page limit) - 0 points

1. Prior and Current Engagements

If applicable, identify and describe any prior and/or current engagements that Vendor has had with any business entities of City of Tacoma. Identify the points of contact within City of Tacoma with whom you had the relationship.

2. Total Spend to Date
If applicable, identify the total spend (including expenses) to date that City of Tacoma has had with your company.

Section 3: Executive summary (included in page limit) - 0 points

Include an executive summary which briefly and concisely conveys what you see as the most important messages of the proposal, the factors of differentiation, and the critical points that City of Tacoma should consider in its evaluation. Please explain how your strategic direction will benefit City of Tacoma from an immediate and long-term perspective.

Section 4: Company Experience (included in page limit) - 10 points

3. Company Overview
 - a. Briefly describe your company, including a general description of the relevant services that are offered by your company. If a team of companies are proposed, please describe the relationship of the firms and how they have successfully partnered in the past.
 - b. Discuss how your company and your team are uniquely qualified to deliver the scope of services to meet the City's needs.
4. Company Experience
 - a. Provide a description of your company's past experience on SAP related analytics projects, projects migrating HANA calculation views in ECC to CDS views in S/4HANA, and the number of clients you have completed the migration.

Section 5: Examples of Projects (included in page limit) - 25 points

Provide at least three (3) examples from your portfolio similar in scope and complexity to this project's scope of work. Include a detailed description of the scope of work performed and the approaches that were taken.

Section 6: Project Team and Qualifications (included in page limit, except for resumes) - 10 points

1. Project organizational chart and table of past projects
 - a. Provide a project organization chart showing the proposed staff and the relationship between the City, the proposed Team Leader and key personnel, and any other project participants, i.e. the system integrator responsible for the overall SAP S/4HANA migration, etc.
 - b. In a separate table, clearly note where the proposed project team members have worked together on past projects.
2. Full resumes of the Team/Project Leader and key staff should be provided in Section 14 of the response. Resumes are limited to two (2) pages per key member. For each team member:
 - a. Include name, title, proposed project role, and number of years with your firm.
 - b. Include the number of projects migrating from HANA calculation views in ECC to CDS views in S/4HANA.

- c. Describe past projects and their roles, as well as the number of years of relevant experience and capabilities. Proposed staff must not be entry level.

Section 7: Project Methodology and Approach (project plan not included in page limit) - 15 points

Answer these questions about your firm's approach to providing the scope of services:

1. Project Context
 - a. Describe your firm's understanding of the scope of services requested as well as factors, risks, and opportunities that need to be considered in implementing the requested services.
 - b. Describe how your firm will partner with the City at a strategic level to deliver the desired scope.
 - c. Describe how the project team will be located. Hybrid and fully remote approaches are preferred over on-site staffing. If team members are remote or offshore, describe the approach to managing the remote/offshore resources. How is communication and coordination facilitated between these resources and City personnel? The Vendor is expected to accommodate the City's core working hours of 8am to 5pm PST/PDT. The City expects an approach that does not cause the City to lose an entire day waiting for responses/solutions.
 - d. The City has policies related to data access and storage outside of the United States. See policy in ***Exhibit 02 – Technology Acceptable Use Policy 4.1.pdf***. Describe how you will ensure compliance.
2. Approach/Methodology
 - a. Describe your firm's proposed approach, methodology, tools, and other best practices for providing analytics data migration services to the City.
 - i. Confirm that all the elements in this RFP's requirements will be satisfied by your firm's approach and are included in your pricing, or clearly note any exceptions.
 - ii. The approach should include the specific proposed resources and proposed schedule, and the resources and schedule should be reflected in the pricing provided as part of this RFP.
 - iii. Explain how the overall approach results in the highest quality and best value for project execution.
 - iv. Explain how and why your approach and practices may differ from industry standards, and how they differentiate you from your competitors.
 - b. Describe how your team will coordinate with the City and the system integrator responsible for the overall SAP S/4HANA migration to ensure a smooth upgrade and transition of services and operations before, during, and after the cutover to S/4HANA RISE.
 - c. Describe your change management approach. Identify your change management philosophy, methodology, management framework, and deliverables necessary for organizational change. Clearly state if you have different approaches for different efforts.
 - d. Describe your knowledge transfer and transition as well as your post-implementation support approach.

3. Include a proposed project plan for the services requested in this document in Section 14 of your response. Be sure to identify:
 - a. Proposed timeline
 - b. Key Phases and Milestones
 - c. Major Deliverables
 - d. Party responsible for each major deliverable

4. Roles and Responsibilities
 - a. Please provide a RACI matrix
 - b. Describe the roles and responsibilities of both the City and your personnel
 - c. Clearly state expectations such as qualifications and expertise required of City personnel.

5. Resourcing
 - a. Acknowledge City of Tacoma's right to approve and remove vendor and any subcontractor resources.
 - b. Acknowledge Vendor's commitment to not remove key personnel for the duration of the project. In the event key personnel are no longer able to participate on the project, acknowledge that the City will not be charged for the cost of knowledge transition and onboarding of the replacement personnel a minimum of two weeks.

Section 8: Cost (not included in page limit) - 20 points

Vendors shall submit a detailed breakdown of proposed pricing using ***Exhibit 03 – Cost and Staffing Worksheet.xls***. Please review the Directions and Certifications tab before starting and ensure that all tabs in the spreadsheet are completed. Costs must be submitted in the native Microsoft Excel format.

- A. Summary Breakdown
- B. Staff Loading Chart
- C. Proposed Payment Schedule

While most of the work will be remote, the City may require onsite resources for key times during the project such as solutioning and cutover. Please identify phases where you anticipate onsite resources and include travel estimates in Tab A. Summary Breakdown. Please also provide a copy of your Company's Travel Policy.

Section 9: Client References (not included in page limit) - 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 three year. Provide complete information such as name of company, contact person, address, phone number, and email address. Use the ***Exhibit 04 – Client Reference Form***.

Section 10: Sustainability (not included in page limit) - 5 points

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.

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 Vendor's organization 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 Vendor 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 Vendor, 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 Vendor an EnviroStars recognized business? Provide any relevant certifications and/or verified results.

Section 11: Equity in Contracting (not included in page limit) - 5 points

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

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)

Section 12: Credit Card Acceptance (not included in page limit) - 0 points

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

Section 13: Contract Exceptions (not included in page limit) - 0 points

Do you take exceptions to any of the City of Tacoma's Standard Terms and Conditions?
[Standard Terms and Conditions](#)

Clearly state exceptions to City's Standard Terms and Conditions. Vendors may also propose to utilize their own form of Contract and in such instances, Vendor must provide its form of Contract as part of this submittal. City, at its sole option, will decide whether to engage in negotiation on any or all proposed exceptions. City reserves sole discretion to determine the final form of Contract that will be used.

Section 14: Supporting Document (not included in page limit)

Include, at a minimum, the following documents with your proposal. Your documents must provide the specific details of your proposal and afford the highest degree of transparency.

- **Resumes**
- **Project Plan**

11. RFP EVALUATION AND AWARD CRITERIA

A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified Respondents before final selection.

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

The scoring for each submittal will be as follows:

Criteria	Max Points
Section 1: Signature Page	0
Section 2: Prior/existing relationships with City of Tacoma	0
Section 3: Executive summary	0
Section 4: Company Experience	10
Section 5: Examples of Projects	25
Section 6: Project Team and Qualifications	10
Section 7: Project Methodology and Approach	15
Section 8: Cost	20
Section 9: Client References	10
Section 10: Sustainability	5
Section 11: Equity in Contracting	5
Section 12: Credit Card Acceptance	0
Section 13: Contract Exceptions	0
Section 14: Supporting Documents	0
Total	100

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

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

12. INTERVIEWS / ORAL PRESENTATIONS

Request for Proposal

Specification No. IT23-0327F
Page 18 of 37

An invitation to interview will be extended to a select few 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.

Respondents must be available to interview within 10 business days' notice.

The SAC will schedule the interviews with the contact person provided in the Signature Page. Additional interview information will be provided at the time of invitation. At this time, it is anticipated that the main objective of the interview will be for the SAC to meet the project key personnels 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 following criteria:

Criteria	Max Points
Presentation	25
Interview/Questions and Answers	75
Total	100

Vendors may be requested to sign a non-disclosure agreement to participate in the interview process. **Exhibit 07 – Non-Disclosure Agreement** is provided for your review. A template of the non-disclosure agreement is attached to this RFP.

13. RESPONSIVENESS

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

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

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

14. ACCEPTANCE / REJECTION OF SUBMITTALS

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

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

- To waive any or all informalities

- To award one or more contracts
- To not award a contract
- To issue subsequent solicitation

15. CONTRACT OBLIGATION

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

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

16. STANDARD TERMS AND CONDITIONS

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

17. INSURANCE REQUIREMENTS

Successful proposer will provide proof of and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements contained in this solicitation. Please see ***Exhibit 06 – Insurance Requirements***.

18. PARTNERSHIPS

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

19. COMMITMENT OF FIRM KEY PERSONNEL

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

20. 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 addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

APPENDIX A

Exhibits 01 – 07 –

(Posted with the specification at www.TacomaPurchasing.org.)

Exhibit 01 – HANACalculationViews
Exhibit 02 – Technology Acceptable Use Policy 4.1
Exhibit 03 – Cost & Staffing Worksheet
Exhibit 04 – Client Reference Form
Exhibit 05 – Signature Page
Exhibit 06 – Insurance Requirements
Exhibit 07 – Non-Disclosure Agreement

APPENDIX B

Sample Contract

SERVICES CONTRACT

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

Start Questionnaire

Finalize Document

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

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

1. Scope of Services/Work

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

2. Order of Precedence

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

3. Changes to Scope of Work

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

4. On Call Contracts

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

5. Term

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

6. Renewals

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

7. Delay

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

8. Compensation

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

9. Not to Exceed Amount

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

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

10. Payment

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

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

11. Payment Method

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

12. Independent Contractor Status

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

13. Services Warranty

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

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

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

14. Reliance on CITY Provided Data or Information

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

15. Contract Administration

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

16. Specific Personnel

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

17. Right to Audit

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

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

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

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

18. Records Retention

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

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

19. Notices

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

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

20. Termination

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

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

21. Suspension

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

22. Taxes

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

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

23. Licenses and Permits

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

24. Indemnification

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

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

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

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

25. Title 51 Waiver

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

26. Insurance

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

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

27. Nondiscrimination

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

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

28. Conflict of Interest

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

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

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

30. Public Disclosure

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

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

31. Confidential or Proprietary Records Must be Marked

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

32. Duty of Confidentiality

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

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

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

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

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

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

33. Approval for Release of Information Related to Contract

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

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

34. Dispute Resolution

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

35. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries

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

Waiver

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

Severability and Survival

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

Entire Agreement

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

Modification

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

Direct Solicitation and Negotiation

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

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

CITY OF TACOMA:
By: _____

CONTRACTOR:
By: _____

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____