



City of Tacoma, WA

INFORMATION TECHNOLOGY DEPARTMENT
REQUEST FOR PROPOSAL
SAP S4 RISE AND CLOUD SERVICE SI
SPECIFICATION NO. IT23-0327F



**City of Tacoma
Information Technology Department**

**REQUEST FOR PROPOSALS IT23-0327F
SAP S4 RISE AND CLOUD SERVICE SI**

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.


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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 emailed to bids@cityoftacoma.org of your complete submittal package, a maximum of 50 single sided pages for the sections identified below. The following sections should be included:	
Section 1: Signature Page	
Section 2: Prior/existing relationships with City of Tacoma	
Section 3: Executive Summary <i>(included in page limit)</i>	
Section 4: Company Experience <i>(included in page limit)</i>	
Section 5: Project Team & Qualifications <i>(included in page limit, except for resumes)</i>	
Section 6: Project Methodology & Approach <i>(included in page limit)</i>	
Section 7: Functional Requirements	
Section 8: Technical Requirements Spreadsheet	
Section 9: Cost	
Section 10: Client Reference	
Section 11: Sustainability	
Section 12: Equity in Contracting	
Section 13: Credit Card Acceptance	
Section 14: Contract Exceptions	
Section 15: SAP Subject Matter Experts	
Section 16: Supporting Documents	

After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements if required	

1. BACKGROUND

1.1 History

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 219,000 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 Business Drivers

The City has embarked on a journey to move to SAP's S/4 RISE service and Service Cloud by 2027. While we are driven by our vision and principles as they relate to SAP, the City has not fully embraced the new features of the version that we are on, and as a result, it does not fully support our diverse business needs. We want to ensure that the City has a sustainable, well maintained, SAP platform that will be supported through at least 2040 and beyond that we can make improvements upon to better fit our needs moving forward. Simultaneously, we are starting the journey of transforming our customer service experience, especially on the utilities side, beginning with the contact center. We will be aligning to our agreed-upon vision and principles throughout this project.

1.3 Vision

Tacoma strives to maintain a modern, sustainable, integrated SAP platform for managing core elements of the City's business operations that embrace Public Sector and Utility Best Practices.

Principles

Principle	Description
1 - Shared mission first!	We use SAP to manage core elements of the City's business operations in support of the City's mission and to serve our customers; we will make technology decisions from a citywide perspective striving for alignment while appreciating the unique services and needs of our departments.
2 - Keep it simple & safe!	Deploying elegant and resilient technology is not easy but worth the extra effort, because while the cost is linear, the benefit is exponential over time.

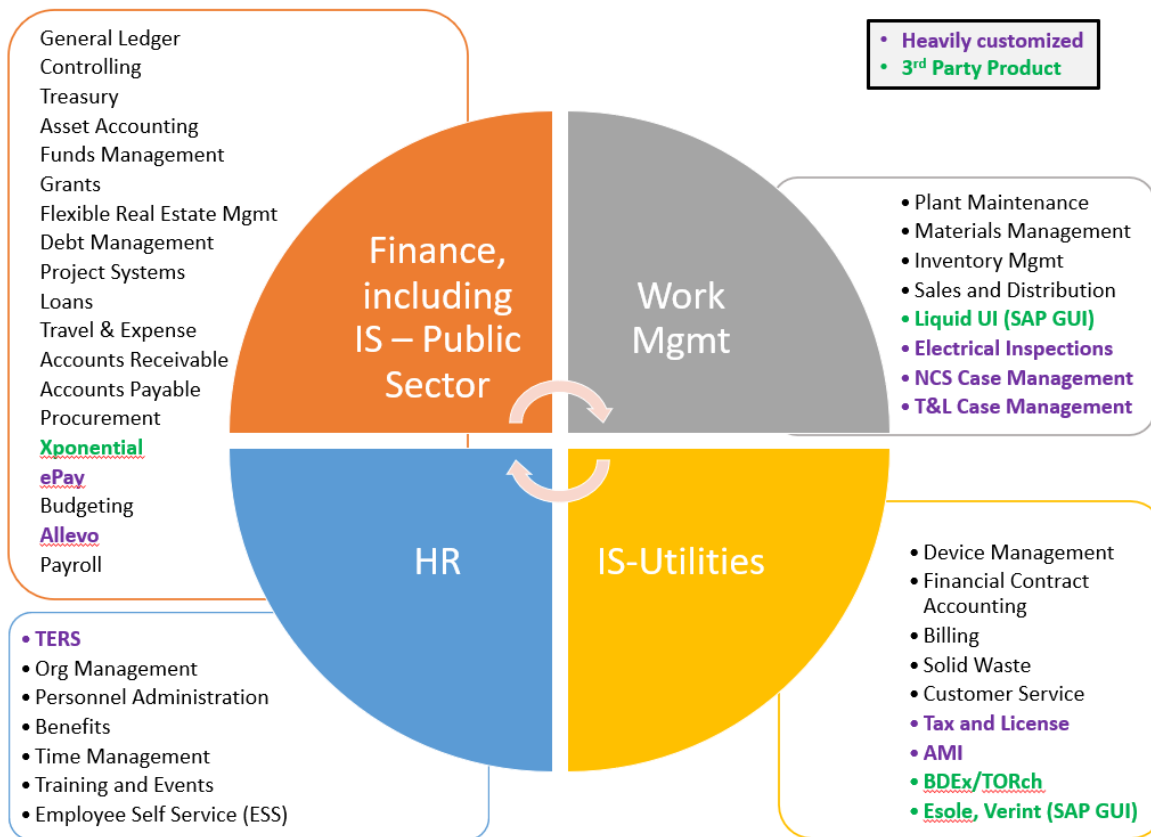
3 - Fit to Standard	Public Sector and Utility Best Practices are built into the SAP platform. We will embrace standardizing where possible and perform technical customization as a measure of last resort.
4 - Stewardship	Technology helps us be more agile as an organization, save money, minimize risk, and achieve operational excellence and efficiency.
5 – Innovative Approach	We will pursue creative solutions that include and go beyond technology to meet our needs: process change and standardization, policy revision, and even challenging the status quo.
6 – Continuous Improvement	Technology is rapidly changing and improving. To maximize the value of this technology to our community, we will adopt a continuous improvement mindset with this ecosystem, committing to ongoing incremental improvements toward efficiency, data integrity, and customer satisfaction. Business leaders will champion this mindset and find ways to help their organizations embrace the changes.

1.4 Current state of SAP system

In 2003, in an effort to support all aspects of the City and its 3600 employees and 2700 pensioners, the City took on the challenge to stand down 100 disparate systems that did not work well together and put as much functionality as possible into one system, SAP. As a result, the City is using SAP broadly across a large number of business processes to support daily operations, with varying levels of customization (some are extensive).

The City uses two SAP industry solutions, Public Sector (IS-PS) and Utilities (IS-U), with one controlling area and one primary company code running on a single instance. We do not have Business Warehouse (BW), an external HR system, nor a separate Customer Relationship Management (CRM) system.

Below is a chart that attempts to illustrate at a high level the SAP modules and functions the City is currently utilizing:



2. REQUIREMENTS

2.1 Desired High Level Future State

We are seeking to do an enhanced brownfield migration. However, as part of the project, we wish to make some changes to the core elements listed below.

HIGH LEVEL AREAS IMPACTED

Current SAP Solution	Future S/4 HANA RISE	Comment
SAP ERP Central Component (Suite on HANA 6.0 with EHP8) on premise	SAP S/4 RISE on AWS	Latest version of S/4 HANA on AWS. Fiori enabled for very limited use cases only.
On premise NFS approach to document storage	AWS solution	Need Vendor help to reconfigure a solution on AWS for our documents
Classic GL	New GL (leading and non-leading ledgers). No document splitting	Prefer to do this as part of the project, not a separate project.
Functional reports (FERC, NARUC, BARS)	Universal Ledger	Add or configure fields in Universal Ledger to capture indicators to meet the

		different functional reporting needs
Custom Grants Solution	Standard Grants Management Module	Activate grants functionality and use a generic grant during conversion.
Vendors, Employees, and Business Partners	Customer Vendor Integration (CVI)	Vendor may require us to do this first, but we prefer to do it as part of the project.
Solution Manager	SAP Cloud ALM	Currently Solution Manager is used primarily for transport management.
SSO using AD	SAP Secure Login Service for SAP GUI	Implement Secure Login Service for SAP GUI for use with SSO with Active Directory
SAP Native Batch Job Scheduling	S/4 HANA for Batch Job Scheduling	Analyze the existing ECC Batch jobs and make appropriate changes to provide effective batch scheduling in S/4 HANA system
uPerform and SAP Help Launchpad for training	Enable Now	We want to move to Enable Now with integration to our 3 rd party learning management system, Docebo.
Custom reports, workflows, and forms	Evaluate standard report options for custom reports that require extensive remediation	We don't want to just remediate every custom report. If there are any that require significant rewrite, we first want to pursue a standard option.

While our current ask is our enhanced brownfield migration with changes to the areas mentioned above and predominantly technical remediation for the rest of SAP, we have many planned future opportunities for enhancements and transformations in our roadmap such as in

- Procurement and accounts payable
- HR
- Work and asset management
- Field worker mobility
- Project and capital project management

Having feedback on future priorities and opportunities during the project as the Vendor sees them is desired. This could potentially result in follow-on phases.

The following Exhibits provide more detailed information related to this RFP:

EXHIBITS

Exhibit Name	Explanation
Exhibit 01 – RFP Architecture Technical Docs.xls	All high-level diagrams and requirements for architecture related components.
Exhibit 02 – RFP Functional Migration Requirements.xls	All high-level functional requirements by functional area.
Exhibit 03 – SAP BOM.xls	Actual S/4 and Service Cloud bill of materials purchased from SAP.
Exhibit 04 – Technology Acceptable Use Policy 4.1	The City has a data policy of ensuring that data stays in the US.
Exhibit 05 – Cost & Staffing Worksheet	
Exhibit 06 – Client Reference Form	
Exhibit 07 – Signature Page	
Exhibit 08 – Insurance Requirements	
Exhibit 09 – Non-Disclosure Agreement	
Exhibit 10 – BARS Example 1 – 00 Gov Wide BS.pdf	Example of BARS Regulatory Reporting Requirement referenced in Exhibit 02 – RFP Functional Migration Requirements.xls
Exhibit 11 – BARS Example 2 – 00 Gov Wide IS.pdf	Example of BARS Regulatory Reporting Requirement referenced in Exhibit 02 – RFP Functional Migration Requirements.xls
Exhibit 12 – FERC Example – 09-2023 FERC.xlsx	Example of FERC Regulatory Reporting Requirement referenced in Exhibit 02 – RFP Functional Migration Requirements.xls

2.2 Technical Requirements

In general, we will keep most of our technical elements the same. However, as part of the move from on-premises to S/4HANA RISE on AWS, the City must revisit some architecture designs/decisions and implement them around:

- Client strategy for S/4HANA and Service Cloud
- Systems monitoring
- Cass certification for utility invoices
- NFS document storage
- 3rd party bolt on functionality
- Integrations
- Cleanup of installed components

Exhibit 01 – RFP Architecture Technical Docs.xls has more details around what we are looking to accomplish as well as additional information related to our as-is and to-be architectural designs. The bill of materials in **Exhibit 03 – SAP BOM.xls** outlines licenses purchased from SAP. We do not want to reinstall anything on S/4HANA that we do not need moving forward.

2.3 Functional Requirements

The City wishes to do an enhanced brownfield migration with changes in finance and moving from the transaction CIC0 for the contact center to SAP's Service Cloud. There will be areas requiring Request for Proposal

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technical mitigation as the City has areas of heavy customization. Full layout of functional processes and any areas that are somewhat unique or will require special coordination or attention are explained in ***Exhibit 02 – RFP Functional Migration Requirements Processes.xls***. Areas that will require more attention are listed below.

2.3.1 Finance

The City is currently running the classic GL without document splitting and using special purpose ledgers to generate trial balance by fund. The fiscal year is from January to December (calendar year) with 14 posting periods across 5 company codes, a single chart of accounts and one controlling area.

At a high level, as part of the migration, we want to

- Migrate to the new GL using parallel ledgers. No document splitting
- Take advantage of the Universal Ledger
- Add fields to Universal ledger to capture data to facilitate functional/regulatory reporting (ie. FERC, NARUC, BARS)
- Validate approach of enabling document splitting in 2027, not before or during the initial migration
- Enable standard grants functionality and utilize a generic grant to convert existing grants

Please see ***Exhibit 02 – RFP Functional Migration Requirements.xls – B. Finance*** tab for more detailed requirements.

2.3.2 IS-Utilities

The City uses SAP's Industry Solution for Utilities (IS-U - CCS) for meter-to-cash and related processes. This includes customer service (CS), meter/device management (DM), billing and invoicing (BI), and financial accounting (FICA). The City has both monthly and bi-monthly billing cycles.

At a high level, as part of the migration, we want to:

- Migrate all IS-U configuration and functionality from ECC to S/4HANA and like-for-like functionality retained
- Perform Customer Vendor Integration (CVI) for CCS business partner
 - Business partners are shared across all departments within the City. Therefore, a single business partner can have multiple contract accounts. Approximately 890,000 CCS business partner records exist in our ECC SAP system.
 - When a CCS Business Partner is created, a corresponding SD customer is created with the same number. This is necessary to support the internal SAP integration between CCS and Core SAP.
- Identify and implement an approach for managing customer contacts between S/4HANA and Service Cloud

- Customer contacts are used throughout the City and are the basis for some statistical reporting
- Coordinate with the BDEx upgrade

Please see ***Exhibit 02 – RFP Functional Migration Requirements.xls – E. CCS-Utilities*** tab for more detailed requirements.

2.3.3 Requirements for Customer Interaction (Contact Center)

The City currently uses transaction CIC0, Customer Interaction Center (CIC), as the application for managing customer interaction. Implemented in 2003 as part of the initial SAP implementation, CIC is used throughout the City by more than call center staff. Please see ***Exhibit 02 – RFP Functional Migration Requirements.xls – H. CIC0*** tab for more details on migration requirements.

The following is applicable at the City:

- 8 different CIC Profiles
 - A breakdown of the CIC Profiles is listed in the functional process spreadsheet, ***Exhibit 02 – RFP Functional Migration Requirements.xls – CIC Profiles*** tab.
- Over 750 users are assigned a CIC Profile
- Transaction CIC0 is the most utilized transaction
 - Accessed over 25 million times from 12/2022 – 10/2023
 - Used 5x more than any other transaction

Exhibit 02 – RFP Functional Migration Requirements.xls – Calls from CICs tab provides a breakdown of all the calls available per CIC Profile. Below are the total number of calls available from each section with the 8 different CICs:

- Action Box – total of 188 unique calls available across all 8 CIC Profiles
- Navigation Area – total of 47 unique calls available for all tabs across all 8 CIC Profiles
- Application Area – total of 59 unique calls available across all 8 CIC Profiles

At a high level, as part of the migration, we want to:

- Implement SAP Service Cloud as a replacement for transaction CIC0 for key users and/or groups
- Ensure functions/calls available from the CIC are available in Service Cloud
- Ensure key visual and text indicators in the CIC are available in Service Cloud
- Maintain like-for-like functionality – limit new functionality and/or business processes to areas requiring modifications based on changes resulting from Service Cloud
- Replace existing screen pop technology, eSole, with a new solution that integrates with Atos OpenScape and GENESYS IVR

- Identify and implement alternative solutions other than Service Cloud, such as a Fiori app, to replace transaction CIC0 for users not needing a Service Cloud license
- Identify opportunities for future phases and enhancements to help bring additional value to the business

It should be noted that the City does not separate work duties based on traditional front-office/back-office activities. The City currently uses more of a one-call-resolution approach within call centers. The City maintains different phone numbers for customers to reach different departments, e.g. TPU Customer Services, Tax & Licenses, Treasury, Water, Power, Neighborhood and Community Services, etc.

2.3.4 Custom Solutions

At the City, there are several processes that did not have a standard SAP module, requiring development of custom processes within SAP to support business activities. Examples include:

- Tax & License
- Licenses for Rental Properties
- Business Improvement Areas (BIA)
- Local Improvement Districts (LID)
- Agency Pledge Management
- Advanced Metering Infrastructure (AMI)

For the most part, these custom items should be a technical migration with potential remediation to ensure the functionality works as it does currently. *Please see **Exhibit 02 – RFP Functional Migration Requirements.xls - Custom SD-FICA** tab for more details on migration requirements.*

2.4 Requirements for Analytics and Data Migration

2.4.1 Requirements for Analytics

Instead of a BW system, the City has opted to use HANA Live Views, extracting data out via FME, using Snowflake as our data lake and Tableau as our visualization tool. There is a parallel effort and a separate RFP for the HANA Live View conversion to CDS views. *RFP# IT23-0326F S4 Analytics Data Migration*. We encourage any potential Vendor to also consider responding to that RFP. Vendors can respond to both RFPs and possibly be awarded both RFPs.

The Vendor for this RFP needs to be available to the CDS Vendor in the event the CDS view work is not the same vendor, and the work requires functional input. The Vendor's project manager is expected to coordinate closely with this effort, as both projects need to go live at the same time.

2.4.2 Requirements for Data

The City has not archived since go-live in 2003. We prefer to delete rather than archive, as it would be more difficult to produce the data for public disclosure requests once it has been

archived. Also, we are only at 1.5T in size and would have to be under 1T for it to net any savings in storage on RISE. As a result, the scope for our data is as follows:

- No archiving
- Migration of all data
- Customer Vendor Integration (CVI) needed*
- Elimination of vendors marked 'Do not use'
- Approach for SD customers with no matching CCS business partner record
- Cleanup duplicate/multiple SD Customers and Personnel number

*We are using business partners for customers, but not for vendors or employees.

Please see ***Exhibit 02: RFP Functional Migration Requirements.xls – A. Analytics and Data*** tab for more detailed requirements.

2.5 Additional Requirements

2.5.1 Documentation

The City has standards for technical and functional specifications as well as test scripts. Vendor will use the City's standards, and templates if any are available, to document all project activities. QA will be performed by City personnel prior to acceptance.

2.5.2 Testing

Vendor must provide a test lead. Vendor is expected to have an approach to testing in addition to any tools and resources needed from the City. The City may entertain automated testing tools upon the recommendation of Vendor. Implementation of the automated testing tool would be a separate SOW. We are currently using HP ALM as our test script repository.

Vendor will provide resource requirements for both IT and business core team and subject matter experts for the different testing phases.

2.5.3 Change Management

Vendor will provide a change management lead. Vendor is expected to have an approach to change management and assist in the production of artifacts needed for change management. Vendor will have access and input from the SAP program manager, the program's change manager, department change agents, and City's advisory and executive committees.

2.5.4 Training

Vendor will provide a training lead. The City uses Docebo as its enterprise Learning Management System to request, assign, track, and report training activities. The City currently uses uPerform for SAP help documents and SAP specific e-learning. There are two ways to access the approximately 860 currently maintained help documents: 1) using a URL and 2) using the SAP Help Launchpad.

The City has purchased Enable Now licenses as part of our S/4HANA and Service Cloud licensing agreement. As part of this project, Vendor is expected to implement and configure

Enable Now for S/4HANA Cloud and Service Cloud as part of go-live that reflects how we are using SAP as most transactions will be accessed using SAP GUI and not Fiori. Vendor is expected to provide expertise and guidance on how best to utilize Enable Now from an e-learning and help document perspective. The option to migrate or transition existing key help documents from uPerform to Enable Now should be evaluated as part of the project. The primary content expected to be customized and/or developed is in the areas that are transforming.

The City needs a sustainable approach that will be usable post go-live as well for employees who need to be trained post go-live.

3. SCOPE

It is the City's intent to select a consultant based on qualifications and abilities of the firm and key project individuals. Vendor shall be responsible for all services necessary to accomplish a successful migration to S/4HANA RISE, Service Cloud, and other requirements identified above and in the spreadsheets. Vendor should utilize SAP best practices for this project (e.g., Activate methodology), and the Vendor is expected to provide all tools, accelerators, resources, etc., required to complete the implementation project(s). Vendor will utilize City's templates where applicable. **The term S/4HANA is used generically to include S/4HANA, Service Cloud, New GL, and any ancillary applications modules, etc.** Specific scope elements that should be addressed and included in the Vendor's pricing include those listed below.

1. Project Kickoff and Onboarding:
 - a. Conduct project kickoff meeting(s) to align stakeholders, clarify objectives, and establish communication channels.
 - b. Define roles and responsibilities for Vendor's team, the City team, and SAP.
 - c. Establish project governance and decision-making processes.
 - d. Develop an onboarding plan to familiarize Vendor's team with City's business processes and existing SAP system.
2. Validation of target S/4HANA Landscape:
 - a. Assess City's requirements and validate the suitability of the proposed S/4HANA landscape.
 - b. Confirm system sizing and capacity planning to ensure the new landscape meets City's needs.
 - c. Review and define architecture and identify any technical or infrastructure gaps that need to be addressed before the upgrade.
 - d. Coordinate with SAP RISE infrastructure team during validation and infrastructure build phases.
3. Design/Blueprinting of New Optimizations:
 - a. Collaborate with key stakeholders to clarify and document the desired optimizations and enhancements in the S/4HANA system.
 - b. Conduct workshops and design sessions to confirm requirements and align the system design changes.
 - c. Create a design blueprint that includes any new functional and technical specifications.
4. Configuration and Development of Optimizations:
 - a. Configure the S/4HANA system according to the approved blueprint designs.

- b. Develop customizations as necessary to meet the optimization requirements.
- 5. Remediation of Existing Custom Code:
 - a. Evaluate the existing custom code in the ECC system and identify code that needs to be adjusted or redesigned for compatibility with S/4HANA.
 - b. Perform code adaptations and conversions to ensure seamless operation in S/4HANA.
- 6. Remediation of Existing 3rd Party Application Integrations:
 - a. Assess existing integrations with third-party applications and identify any incompatibilities or adjustments required for S/4HANA.
 - b. Modify integration interfaces as necessary to ensure smooth data exchange between S/4HANA and third-party systems.
 - c. Test and validate the functionality of the integrated systems to ensure seamless operation.
- 7. Testing:
 - a. Staff a Testing Coordinator
 - b. Develop a comprehensive test strategy and test plan, including test design, test cases, and test scenarios.
 - c. Perform various types of testing including unit, functional, end-to-end, integration, security, volume, performance, and stress testing.
 - d. Identify and resolve any defects or issues discovered during testing and conduct regression testing.
 - e. Conduct user acceptance testing to validate the system against business requirements.
 - f. Conduct multiple parallel user acceptance testing for payroll and utility billing.
- 8. Security and Authorization:
 - a. Define and implement any new user roles, authorizations, and access controls required by the S/4HANA implementation, utilizing security best practices.
- 9. Data Migration:
 - a. Staff a Data Migration Coordinator
 - b. Plan and execute the migration of relevant data from the ECC system to the new S/4HANA system.
 - c. Perform mock data loads as necessary (minimum of 3)
 - d. Define data extraction, transformation, and loading processes.
 - e. Perform data quality checks and validations to ensure data integrity and accuracy in the new system.
 - f. Conduct post-migration data reconciliation and verification.
- 10. Training:
 - a. Staff a Training Lead
 - b. Partner with the City's training manager
 - c. Develop a training plan and materials for end-users and system administrators.
 - d. Conduct training sessions and workshops to familiarize users with the new features and functionalities of S/4HANA.
 - e. Provide guidance and support during the transition period to facilitate user adoption of the upgraded system.
 - f. Work with the City to develop a comprehensive training plan and integration with Enable Now and Docebo.
- 11. Go-live preparation:
 - a. For each major go-live phase, develop a comprehensive cutover plan that outlines the sequence of activities, timelines, and dependencies for the go-live weekend, including system freezes, downtimes, and cutover times.
 - b. Identify key stakeholders and assign responsibilities for each cutover activity.

- c. Conduct risk assessments and mitigation planning to minimize any potential disruptions or issues during the cutover.
 - d. Confirm completion of all required tests and remediation of all high and medium severity defects.
 - e. Conduct a go/no-go meeting with stakeholders to confirm readiness for cutover.
12. Cutover/Go-Live:
- a. Staff a Cutover Lead
 - b. For each major go-live phase, execute the activities required to transition from the old ECC system to the newly upgraded S/4HANA system.
 - c. Extract, transform, and load (ETL) the relevant data from the old ECC system to the new S/4HANA system.
 - d. Perform validation checks to ensure that all critical data, configurations, and customizations are successfully migrated and functioning as expected in the S/4HANA system.
 - e. Conduct smoke testing to verify essential functionalities and processes in the new system.
 - f. Validate and test the integration points with third-party systems and perform necessary downtime planning prior to go-live to ensure seamless transition.
 - g. Release the new S/4HANA system to users.
13. Change Management Activities:
- a. Provide a Change Management Lead
 - b. Partner with the City's change manager and Continuous Improvement division
 - c. Identify impacts to stakeholders from technical changes of the new S/4HANA system(s) and provide recommendations for mitigating impact and ensuring end-user adoption.
 - d. Review key stakeholders, communications, and engagement plans. Conduct change impact assessments and develop change readiness activities.
 - e. Partner with the city's change manager and project teams to monitor and address user concerns and resistance to ensure a smooth transition.
14. Documentation and Knowledge Transfer:
- a. Revise existing technical and functional documentation for the upgraded S/4HANA system, including system architecture, configurations, custom developments, and integrations.
 - b. Provide knowledge transfer sessions throughout the project to City's IT team, SAP's RISE support team, and end-users, ensuring they have the necessary skills and understanding to maintain and utilize the upgraded system effectively.
15. Hypercare:
- a. Provide dedicated "hypercare" support for 3 months following the completion of the S/4HANA go-live.
 - b. Monitor and track reported issues to ensure timely resolution and proper follow-up.
 - c. Conduct regular status meetings or check-ins to review and prioritize reported issues.
 - d. Address and resolve any issues, incidents, or user queries that arise during the hypercare phase.
 - e. Offer guidance and assistance to end-users in navigating and using the new system effectively.
 - f. Ensure a smooth transition to regular support and maintenance processes including the SAP RISE support teams once the hypercare period concludes.
16. Project/Program Management Activities:

- a. Staff a Project Manager
- b. Provide project management oversight and coordination throughout the project.
- c. Develop and maintain a detailed project plan with defined milestones, deliverables, and dependencies.
- d. Monitor project progress to include weekly status updates.
- e. Conduct periodic project meetings, including separate PMO, project team, and executive stakeholder meetings to include monthly and quarterly reviews and key decisions discussions.

4. AWARD

After the Respondent is selected by the Selection Advisory Committee (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. MINIMUM REQUIREMENTS

Vendors must have prior experience in:

- Migrating from ECC to S/4HANA RISE for a municipality and/or utility
- Implementing Service Cloud for a utility with backend integration with S/4
- AWS
- Public sector and/or utility experience

6. 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.

7. CALENDAR OF EVENTS

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

Contract can only be issued after City Council approval.

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

Task	Date
Publish and issue RFP:	1/31/2024
Pre-Submittal Questions:	2/22/2042

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
City Council Approval:	6/25/2024

8. INQUIRIES

- 8.1 Questions should be submitted to Tina Eide via email to teide@cityoftacoma.org.
Subject line to read:
IT23-0327F– SAP S4 HANA RISE and Service Cloud SI – *VENDOR NAME*
- 8.2 Questions are due by 3 pm on the date included in the *Calendar of Events* section.
- 8.3 Questions marked confidential will not be answered or included.
- 8.4 The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
- 8.5 The answers are not typically considered an addendum.
- 8.6 The City will not be responsible for unsuccessful submittal of questions.
- 8.7 Written answers to questions will be posted alongside the specifications at www.tacomapurchasing.org

9. PRE-PROPOSAL MEETING

- 9.1 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.

10. 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.

11. CONTENT TO BE SUBMITTED BY VENDOR

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.

11.1 Proposal Response

Responses to Sections 3-6 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 07 – 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

1. 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.
- 2. Company Experience – Having both public sector and utility experience are preferred.
 - a. Provide a description of your company's past experience on similar projects, including brownfield SAP-ECC to S/4HANA RISE migration, implementation of Service Cloud, New GL, and Grants Management. These may be separate projects/clients. Do not list experience if the company was not the prime contractor. Your experience should collectively address successful implementations of S/4HANA, Fiori, Service Cloud, and how these projects delivered positive change to your clients.
 - b. How many clients have you migrated from SAP ECC to S/4HANA?
 - c. How many clients have you implemented New GL for?
 - d. How many public sector clients have you migrated from SAP ECC to S/4HANA?
 - e. How many utilities have you migrated from SAP-ISU to S/4HANA Utilities?
 - f. How many utilities have you implemented SAP Service Cloud for?
 - g. Of all the implementations and migrations, how many were on premise, hybrid, or fully remote?

Section 5: Project Team and Qualifications (included in page limit, except for resumes) - 15 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 key personnel, i.e. SAP, partner, 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 included in Section 16 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 number of S/4HANA implementation and migration projects with utilities and/or public sector clients
 - c. Include number of SAP Service Cloud implementation and upgrade projects with utilities and/or public sector clients
 - d. Include number of SAP New GL implementations
 - e. 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. Experience should be demonstrated with both the supported module and the responding Vendor.

Section 6: Project Methodology and Approach (project plan not included in page limit) - 15 points

The City is highly collaborative, and this project has the full backing of the City Manager and Utility Director as well as the executive team. In general, we strive to follow our principles outlined in 1. Background above. However, in our efforts to standardize as much as possible, we understand that some processes may change. As a result, we want to involve users as early as possible and as frequently as sensible to ensure they are part of the process and not just trained at the end, even if that necessitates conducting part of the project differently. The City has experience with both waterfall and agile project management methodologies.

While a big-bang go-live is expected for both S/4HANA and Service Cloud, a more agile approach is desired with the development of Service Cloud. This is to help manage expectations, ensure visibility before user acceptance, and facilitate adoption by end users. It is not required that all components of the project use the same methodology as long as the Vendor's project manager is able to manage the complexity.

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 04 – 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 implementation services to City.
 - i. Confirm that all the elements in this RFP's functional and technical 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, SAP, and any other

initiatives that are mentioned that will be tied to this effort to ensure a smooth upgrade and transition of services and operations before, during, and after the cutover to S/4HANA RISE and Service Cloud.

- c. Describe your data migration approach. Include a description of your methodology and automated tools and techniques for migrating and maintaining data integrity. Provide an acknowledgement that the City will not be responsible for ongoing licensing post implementation services for any tools that are put into S/4.
 - d. 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.
 - e. Describe your training scope and approach for both project team and end-user training.
 - f. 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 16 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 7: Functional Requirements Spreadsheet (not included in page limit) - 20 points

In this section Vendor must respond to ***Exhibit 02 – RFP Functional Migration***

Requirements spreadsheet. Please review and ensure that tabs A through H identified below have responses in the 'vendor's approach' and 'vendor's experience' columns. The tabs without a preceding letter do not require a response and are for information purposes only.

- A. Analytics & Data
- B. Finance
- C. MM-WM
- D. HR
- E. CCS-Utilities
- F. Custom SD-FICA
- G. Enable Now
- H. CIC0

Section 8: Technical Requirements Spreadsheet (not included in page limit)- 10 points

In this section Vendor must respond to ***Exhibit 01 – RFP Architectural Technical Docs*** spreadsheet. Please review and ensure that tab A has responses in the ‘vendor’s approach’ and ‘vendor’s experience’ columns. The tabs without a preceding letter do not require a response and are for information purposes only.

- A. Questions

Section 9: Cost (not included in page limit) - 15 points

Vendors shall submit a detailed breakdown of proposed pricing using ***Exhibit 05 – 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 blueprinting/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 10: Client References (not included in page limit) - 5 points

Provide three client references able to verify the firm’s overall expertise for this type of work. The references must have worked with the firm within the last year. Provide complete information such as name of company, contact person, address, phone number, and email address. Use the ***Exhibit 06 – Client Reference Form***.

Section 11: 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? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Energy and water conservation targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Waste reduction targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Toxics use reduction targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Pollution reduction targets? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| • Measure progress regularly and publicly? | <input type="checkbox"/> Yes <input type="checkbox"/> 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 12: 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 13: Credit Card Acceptance (not included in page limit)

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 14: Contract Exceptions (not included in page limit)

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 15: SAP Subject Matter Experts

Identify when subject matter experts from SAP product development group will be required to participate on the project and provide contractual assurances that such individuals will be available as specified in the project plan. City of Tacoma expects SAP resources and their associated effort to be reflected in your Staff Loading Charts. HOW WILL SAP ENGAGE?

Section 16: Supplemental Documents (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**

12. RFP EVALUATION AND AWARD CRITERIA

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

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: Project Team and Qualifications	15
Section 6: Project Methodology and Approach	15
Section 7: Functional Requirements Spreadsheet	20
Section 8: Technical Requirements Spreadsheet	10
Section 9: Cost	15
Section 10: Client References	5
Section 11: Sustainability	5
Section 12: Equity in Contracting	5
Section 13: Credit Card Acceptance	0
Section 14: Contract Exceptions	0
Section 15: Supplemental 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 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. [Standard Terms and Conditions](#)

13. INTERVIEWS / ORAL PRESENTATIONS

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 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 following criteria:

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

Vendors may be requested to sign a non-disclosure agreement to participate in the interview process. ***Exhibit 09 – Non-Disclosure Agreement*** is provided for your review.

14. 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.

15. 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

16. 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 Vendor may become contractual obligations if a contract ensues.

17. STANDARD TERMS AND CONDITIONS

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

18. INSURANCE REQUIREMENTS

Request for Proposal

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 08 – Insurance Requirements***.

19. PARTNERSHIPS

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

20. COMMITMENT OF FIRM KEY PERSONNEL

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

21. 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;

22. 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.

23. 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 - 12

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

Exhibit Name	Explanation
Exhibit 01 – RFP Architecture Technical Docs.xls	All high-level diagrams and requirements for architecture related components.
Exhibit 02 – RFP Functional Migration Requirements.xls	All high-level functional requirements by functional area.
Exhibit 03 – SAP BOM.xls	Actual S/4 and Service Cloud bill of materials purchased from SAP.
Exhibit 04 – Technology Acceptable Use Policy 4.1	The City has a data policy of ensuring that data stays in the US.
Exhibit 05 – Cost & Staffing Worksheet	
Exhibit 06 – Client Reference Form	
Exhibit 07 – Signature Page	
Exhibit 08 – Insurance Requirements	
Exhibit 09 – Non-Disclosure Agreement	
Exhibit 10 – BARS Example 1 – 00 Gov Wide BS.pdf	Example of BARS Regulatory Reporting Requirement referenced in Exhibit 02 – RFP Functional Migration Requirements.xls
Exhibit 11 – BARS Example 2 – 00 Gov Wide IS.pdf	Example of BARS Regulatory Reporting Requirement referenced in Exhibit 02 – RFP Functional Migration Requirements.xls
Exhibit 12 – FERC Example – 09-2023 FERC.xlsx	Example of FERC Regulatory Reporting Requirement referenced in Exhibit 02 – RFP Functional Migration Requirements.xls

APPENDIX B

Sample Contract

1. 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:

2. 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.

3. 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]

4. 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.

5. 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

6. 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.

7. 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.

8. 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.

9. 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.]

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 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.

12. Payment Method

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

13. Independent Contractor Status

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

14. Services Warranty

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

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 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.

16. Contract Administration

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

17. Specific Personnel

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

18. 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.

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.

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.

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

21. 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.

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. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. 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.

29. 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.

30. 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 sub- section. 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.

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.

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.

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. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. Modification

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

43. 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: _____