



City of Tacoma, WA

**TACOMA POWER
UTILITY TECHNOLOGY SERVICES**

REQUEST FOR PROPOSALS

**PROJECT AND PORTFOLIO MANAGEMENT
SOFTWARE SOLUTION AND IMPLEMENTATION**

SPECIFICATION NO. PI19-0101F





City of Tacoma
Tacoma Public Utilities / Tacoma Power Utility Technology Services

REQUEST FOR PROPOSALS PI19-0101F
Project and Portfolio Management Software Solution and Implementation

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, October 15, 2019

Submittal Delivery: Sealed submittals will be received as follows:

By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35 th Street Tacoma, WA 98409	In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35 th Street Tacoma, WA 98409
By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007	

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor of Administration Building North. Submittals in response to an RFP, RFQ, or RFI are recorded as received, but are not typically opened and read aloud. As soon as possible after 1:00 p.m. the day of bid opening, the names of vendors submitting proposals are posted to the website for public viewing.

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: Automated and scalable Project and Portfolio Management Software-as-a-Service solution to support project, program, and portfolio management using a phased implementation approach.

Estimate: \$250,000

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

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 Gail Himes at ghimes@cityoftacoma.org, or by calling her collect at 253-591-5785.

The following is applicable to Federal Aid Projects:

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids

in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

Additional Information: Requests for information regarding the specifications may be obtained by contacting Seth Hartz, senior buyer, by email to shartz@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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Request for Proposals

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SUBMITTAL CHECK LIST

- A. This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award.
- B. Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address.
- C. Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page at the front of this Specification or subsequent addenda.
- D. Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.
- E. **Please do not include the full RFP document as part of your submittal. Doing so may render your submittal non-responsive.**

The following items, in this order, make up your submittal package: <u>Other than the forms listed below, please do not include other pages or content from this RFP document.</u>		
1	Title Page (Section 3.02.1)	
2	Table of Contents (Section 3.02.2)	
3	Index of confidential information, if applicable (Section 3.02.3)	
4	City of Tacoma Forms (Section 3.02.4 / Appendix A) – No substitutions or alterations – Do not alter these forms or add them to letterhead paper or present cover letters or blank pages ahead of them. A. Signature Page (this form is intended to serve as the first page of your submittal after the Title Page and Table of Contents) B. Prime Contractor's Pre-Work Form C. Price Proposal Form D. Technical Requirements Response Form E. License Requirements Response Form F. Security Requirements Response Form	
5	Balance of information in Section 3.02 – Content to be Submitted (items 3.02.5 – 3.02.13)	

Provide the following in a sealed envelope or package as indicated above in Submittal Check List item C.:

Paper Copies:

- ❖ **One original copy** of your complete submittal, arranged as indicated in Sections 3.01 and 3.02.
- ❖ **Seven copies** of the complete original submittal.

Clearly identify paper documents as original and copies.

Electronic Copies (USB drive, labeled with company name):

- ❖ **One electronic copy** of the complete submittal in either Word or PDF format, arranged as indicated in Sections 3.01 and 3.02. Provide the electronic copy as a **single file** rather than multiple individual documents.
- ❖ **One electronic copy of the completed Price Proposal Form** in Excel format.
- ❖ **One electronic copy of the completed Technical Requirements Response Form** in Excel format.
- ❖ **One electronic copy of the completed License Requirements Response Form** in Excel format.
- ❖ **One electronic copy of the completed Security Requirements Response Form** in Excel format.

NOTE: There should be FIVE documents on the USB drive.

DELIVERY OPTIONS:

By Carrier:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
3628 S 35th St
Tacoma WA 98409

By U.S. Mail:

City of Tacoma Procurement & Payables Division
Tacoma Public Utilities
PO Box 11007
Tacoma WA 98411-0007

In Person:

Tacoma Public Utilities Lobby Security Desk
Administration Building North – Main Floor
3628 S 35th St
Tacoma WA 98409

After award approval, the following will be required:	
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1	Contract (Appendix B) Contract incorporating terms and conditions contained herein
2	Certificate of Insurance and applicable endorsements (Appendix B)
3	City of Tacoma business license, if applicable (Appendix C – See item 1.05 B. of the Standard Terms and Conditions)
4	Verification of Washington business license (Appendix C – See item 1.05 A. of the Standard Terms and Conditions)

REQUEST FOR PROPOSALS PI19-0101F

Project and Portfolio Management Software Solution and Implementation

SECTION 1 – PROJECT OVERVIEW / CALENDAR / INQUIRIES

1.01 PROJECT OVERVIEW AND PURPOSE

- 1.01.1 Tacoma Public Utilities (TPU), Tacoma Power, Utility Technology Services is soliciting proposals to establish one or more contracts with qualified vendors to fulfill the Utility's need for an automated and scalable Project and Portfolio Management Software-as-a-Service solution on an as-needed basis for up to five years, to include software and implementation services.
- 1.01.2 The preference is to award a single contract. However, the City reserves the right to split the award, reduce the award, or make no award, if it is in the City's best interest.
- 1.01.3 Submittals must comply with these specifications. Failure to comply with all provisions of the RFP may result in disqualification.
- 1.01.4 This solicitation may be found at www.tacomapurchasing.org: Navigate to *Contracting Opportunities / Services Solicitations*, scroll to this RFP and click the word *Specification*.

1.02 CALENDAR OF RFP EVENTS

- 1.02.1 The anticipated schedule of events concerning this RFP, which are tentative and may be altered at the City's sole discretion, is as follows:

Questions due, 3:00 p.m., Pacific Time	September 26, 2019
Questions and answers posted on or about	October 3, 2019
Submittal deadline, 11:00 a.m., Pacific Time	October 15, 2019
Interviews/presentations/demonstrations, if conducted	Week of November 4, 2019
Public Utility Board consideration of award, if required	December, 2019

1.03 PRE-SUBMITTAL CONFERENCE / QUESTIONS AND REQUESTS FOR CLARIFICATION

- 1.03.1 A pre-submittal conference will not be held; however, questions and requests for clarification of these Specifications may be submitted in writing by **3:00 p.m., Pacific Time, September 26, 2019**, to Seth Hartz, Purchasing Division, via email to shartz@cityoftacoma.org. Questions received after this date and time may not be answered.
 - A. Please indicate the RFP specification number and title in the email subject line.
 - B. Present your questions in MS Word format or directly in the body of the email message. Where applicable, cross reference the specific section of the RFP. Please avoid using tables to format the questions.

1. The questions will be copied into a Word template; please keep the formatting simple (e.g., Arial 11, flush left) by avoiding multiple fonts, multiple formats, and the use of tables, styles, headers, footers, etc.
 - C. Questions will not be accepted by telephone or fax.
 - D. Questions marked confidential will not be answered.
 - E. Questions will be held until the deadline and answered collectively.
 - F. Individual answers will not be provided directly to Respondents.
 - G. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
 - H. The City will not be responsible for unsuccessful submittal of questions.
- 1.03.2 Written answers to questions will be posted with the Specification on or about **October 3, 2019**, on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Services Solicitations*, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
- 1.03.3 To receive notice of the posted answers, you must register as a "[bid holder](#)" for this solicitation. Notices will not be sent if no questions are received.
- 1.03.4 The answers are not typically considered an addendum. (See Section 1.09)

1.04 ACCEPTANCE AND RESPONSIVENESS

- 1.04.1 Respondents agree to provide a minimum of 90 days from the submittal deadline for acceptance by the City.
- 1.04.2 Submittals will be reviewed by the City to determine compliance with the requirements and instructions specified in this RFP. Respondent is specifically notified that failure to comply with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

1.05 CONTRACT TERM

- 1.05.1 The Contract will be for a two-year period with the option to renew the Contract for three additional one-year terms.
- The Contract will purchase software-as-a-service and implementation services to include design, implementation, testing, plus warranty services for at least 60 days.
- 1.05.2 Ongoing subscription fees beyond the two years will be per final negotiated Contract terms.
- 1.05.3 This Contract shall remain open to additional purchases (interlocal, tag-on, and piggyback) by this or other agencies for the full Contract term.

1.06 PRICING

- 1.06.1 Pricing under any Contract resulting from this RFP shall be firm for the Contract period unless an adjustment is mandated by statute.
- 1.06.2 Submitted prices must include all labor and expenses, including travel, licenses, permits, B&O taxes, and any tools or costs required to service the account and complete this project.
- 1.06.3 Surcharges of any type will not be paid.
- 1.06.4 The City reserves the right to negotiate all costs/prices submitted.
- 1.06.5 The City may award to other than the highest ranked Respondent if the price offered by Respondent is more than the budget available for this project.
- 1.06.6 Contractor shall extend the same services at City prices to participating public agencies in accordance with the Interlocal Agreement.

1.07 BUDGET

- 1.07.1 The amount budgeted for this project is \$250,000.
- 1.07.2 Submittals over the budgeted amount may receive reduced or zero points for “Fees and Charges / Value” in the Section 3.03 Evaluation Criteria or be dropped from consideration.

1.08 RESPONDENTS ORIGINATING OUTSIDE THE UNITED STATES

- 1.08.1 Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma’s City Attorney’s Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

1.09 REVISIONS TO RFP – ADDENDA

- 1.09.1 In the event it becomes necessary to revise any part of this RFP, addenda will be issued to [registered bid holders/planholders](#) and posted on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Services Solicitations*, and scroll to this RFP. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.
- 1.09.2 Answers in response to RFP inquiries are not typically provided as an addendum. (See Section 1.03)

1.10 FEDERAL AID PROJECTS

1.10.1 The following is applicable to federal aid projects:

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

1.11 CITY CONTACT INFORMATION

1.11.1 All communications concerning this solicitation shall be directed via email to the Purchasing contact:

Seth Hartz / shartz@cityoftacoma.org

1.11.2 Any Respondent seeking to obtain information, clarification, or interpretations from a City official or City employee other than the Purchasing contact or other Purchasing staff member, or any external firm or agency, is advised that such material is used at Respondent's own risk. The City will not be bound by any such information, clarification, or interpretation.

1.11.3 Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or other Purchasing staff member, or an individual approved in writing by a Purchasing staff member, or contact with a firm hired by the City to provide consulting services regarding this RFP, may be grounds for rejection of Respondent's submittal.

1.11.4 NOTE: City employees and persons or firms representing the City will not contact you or seek to advise you on matters pertaining to this RFP, your submittal, or the City's expectations regarding the proposed work other than as stated in the Request for Proposals documents.

SECTION 2 – PROJECT SCOPE / TECHNICAL PROVISIONS

2.01 PROJECT OVERVIEW

2.01.1 Tacoma Public Utilities currently manages a mix of technology related and construction related projects through multiple Project Management Offices (PMOs). Currently, there is no centralized solution where project information (scope, schedule, budget, resources, risks and issues, change control, etc.) can be accessed, reviewed and analyzed by stakeholders. The current solution consists of various excel-based toolsets, disparate templates (Microsoft Project, Word, Excel and Visio) and a document repository using SharePoint and MS Explorer folder hierarchies.

2.01.2 TPU seeks a software-as-a-service solution to support project, program, and portfolio management that uses a phased implementation approach. Initial access will be to a couple organizational business units, with the ability to grow the solution to additional organizational business units, along with the option to integrate to existing solutions after initial deployment and acceptance. The tangible deliverables include but are not limited to:

A. A project management solution to manage technology-related projects that can be scaled up to an enterprise solution to be used to manage all of the utilities projects within the various PMOs embedded within the various City business units.

1. The solution should be flexible to support various project management methodologies (Waterfall, Agile and Lean) depending upon the project's needs.
2. The solution should be versatile to manage projects from information technology to brick and mortar construction projects.
3. The comprehensive project management solution will also effectively manage (according to industry best practices) the following:
 - Project lifecycle (from intake to closeout);
 - Project resource capacity allocations and demand;
 - Project budgets;
 - Project risks and issues;
 - Project change control and management;
 - Project communications and stakeholder engagement.

B. A centralized solution for program management.

C. A centralized solution for enterprise portfolio management that will enable the utility's various PMOs to predict, plan, evaluate, and prioritize the portfolio(s) to achieve the highest value and align with the organization's strategic goals and objectives.

D. A solution that is easy to use and compels users to stay within the solution's environment as opposed to finding workarounds outside the solution in order to satisfy its requirements.

2.02 DELIVERABLES/ACCEPTANCE CRITERIA

Contractor will be responsible for the design, configuration, deployment, including any integrations, data conversion/migration, acceptance testing, training, and go-live activities of the solution in accordance with requirements listed below in this Appendix. This includes all licenses and warranties, along with all technical and business process documentation associated with the solution.

2.03 HIGH LEVEL PROJECT SCHEDULE

TPU is seeking options for a phased implementation approach that provides for integration services with existing solutions to be performed outside of the anticipated schedule below. The high-level project schedule does not reflect durations for performance of these activities. The anticipated schedule may shift due to any delays in execution and approvals of contracts.

Description	Anticipated Schedule
Project Kickoff	December 2019
Design	December 2019
Implementation, including migration of data	January 2020
Testing and User Acceptance	February 2020
Training, Technical/Business Process Documentation	February 2020
Report Development	February 2020

2.04 DESIRED QUALIFICATIONS

Experience implementing more than three large implementations of proposed solution meeting TPU's requirements, preferably in electrical/gas utility or governmental environments, in the last three years.

2.05 INSURANCE

- 2.05.1 City of Tacoma standard insurance requirements apply (Appendix B.).
- 2.05.2 Respondents are encouraged to furnish requirements to their surety for review prior to providing a submittal.
- 2.05.3 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.

2.06 TECHNICAL PROVISIONS

See Appendix D.

SECTION 3 – SUBMITTAL FORMAT, CONTENT, EVALUATION, AWARD

3.01 FORMAT AND PRESENTATION

- 3.01.1 Submittals should be clear, be succinct, and not exceed 20 double-sided pages (40 pages total), excluding Title Page and required City of Tacoma forms.
- A. Pages beyond this limit, including appendices, attachments, brochures, etc., may not be reviewed or evaluated. Use of appendices and attachments will count toward the page total.
- 3.01.2 The inclusion of standard company brochures or similar marketing materials is discouraged and will not be evaluated, and may not be used in lieu of providing responses to Section 3.02 Content to be Submitted immediately below.
- 3.01.3 A full and complete response to each of the “content to be submitted” items (Section 3.02) is expected in a single location; do not use hyperlinks to other documents or cross reference to another section of your submittal document in lieu of a full response.
- 3.01.4 Required format:
- Page size: 8.5” x 11” (no pages larger or smaller than this size)
 - Margins: 0.75” or greater
 - Font and size: Arial 10 (or equivalent) or larger
 - Numbered pages: Please number all pages in your submittal documents
- 3.01.5 For purposes of review and in the interest of the City's sustainable business practices, Respondents are encouraged to **print/copy on both sides of a single sheet of paper** wherever possible. The City encourages the use of materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable.
- 3.01.6 The City prefers the use of **recyclable 3-ring binders** to allow reviewers to remove specific pages/sections. Please do not use gum or spiral bindings. The use of materials that cannot be easily recycled such as PVC (vinyl) binders, spiral bindings, glossy paper, and plastic or glossy covers or dividers is discouraged.
- 3.01.7 Color is acceptable, but content should not be lost by black-and-white printing or copying.
- 3.01.8 Submittal organization, completeness, structure, and readability will be evaluated. (See Section 3.03.8)

3.02 CONTENT TO BE SUBMITTED

Provide complete and detailed responses to all items using the numbering format presented below. Organization of the submittal should follow the sequence of contents below so that essential information can be located easily during evaluation.

Submittals that are incomplete or conditioned in any way, contain alternatives or items not called for in this RFP, or are not in conformity with law, may be rejected. The City will not accept any submittal containing a substantial deviation from the requirements outlined in this RFP.

3.02.1 Title Page

- A. The Title Page is to be a single sheet of paper and is not counted toward the page total. (See Section 3.01.1) Include the following on the Title Page:
 - 1. RFP number and title
 - 2. Firm name, address, website address, telephone number, and email address
 - 3. Name, title, email address, and telephone number of the person to contact with questions or issues regarding your proposal/submittal.
 - 4. NOTE: Notifications regarding award will be sent to the email address provided on the Signature Page.

3.02.2 Table of Contents

- A. Identify information included in your submittal by section as described in Section 3.02.

3.02.3 CONFIDENTIAL OR PROPRIETARY INFORMATION

- A. Information that is confidential or proprietary must be clearly marked on each affected page.
- B. 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. (Appendix C – See item 1.06 of the Standard Terms and Conditions)
- C. **Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.**

3.02.4 City of Tacoma Forms (Appendix A)

- A. Do not alter these forms in any way or add them to letterhead paper or present cover letters or blank pages ahead of them. These forms do not count toward the page total. (See Section 3.01.1)
 - 1. Signature Page - The Signature Page must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.
 - 2. Prime Contractor's Pre-Work Form
 - 3. Price Proposal Form
 - 4. Technical Requirements Response Form

5. License Requirements Response Form

6. Security Requirements Response Form

3.02.5 Executive Summary

- A. Introduction and overview of your submittal/proposal.
- B. A description and explanation of your underlying philosophy in fulfilling this scope of work.
- C. A short history and description of your firm, including organizational structure, areas/regions served, number of employees, number of years in business under current and previous names, including DBAs (doing business as), etc.
- D. Background information of the parent company, if any.
- E. Location of the office from which this work will be performed.
- F. Documentation of corporate status and business licenses.
- G. Name, title, email address, and telephone number of the person authorized to execute a contract on behalf of Respondent.
- H. Name, title, email address, and telephone number of the person who will be managing this Contract on behalf of Respondent.
- I. Disclose any affiliations or alliances that are in place with utility companies, software organizations, or other related firms.
- J. List any current or known forthcoming business ventures or related transactions such as proposed sale of company, buy-outs, acquisitions, mergers, new investors, etc., that may impact the business partner relationship with the City of Tacoma.
- K. Disclose involvement in any business litigation in the past five years, including whether your firm has, for legal reasons, been removed from a contract or failed to complete a contract as assigned.
- L. Provide a statement regarding your firm's financial fitness for successfully completing this work. Disclose any past, planned, or anticipated bankruptcy filings or proceedings.
- M. Disclose any intention to utilize subcontractors to perform this work, and if so, provide similar information as listed above for identified subcontractors. Include any certified City of Tacoma [Small Business Enterprise](#) and/or minority/woman owned firm certified with the [Washington State Office of Minority and Women's Business Enterprises](#).

3.02.6 Qualifications/Experience of Firm

- A. Describe your firm's background, qualifications, and relevant experience as related to this Scope of work. Include work that involves public agencies.
- B. Describe your firm's background, qualifications, and relevant experience integrating Microsoft Project functionality with your proposed solution.
- C. Describe your firm's background, qualifications, and relevant experience integrating Microsoft Excel functionality with your proposed solution for the purposes of importing and exporting data.
- D. Describe your firm's background, qualifications, and relevant experience integrating Microsoft SharePoint functionality with your proposed solution for the purposes of a document repository.
- E. Describe your firm's background, qualifications, and relevant experience integrating your proposed solution with agile tools such as JIRA.
- F. Describe your firm's background, qualifications and relevant experience integrating your proposed solution with SAP (ERP System) for the purposes of importing/exporting financials, accounting, timecard data and employee data
- G. Describe your firm's background, qualifications, and relevant experience integrating your proposed solution with Microsoft Outlook.
- H. Describe your firm's background, qualifications, and relevant experience integrating your proposed solution with Microsoft Active Directory.
- I. Describe your firm's background, qualifications, and experience integrating your proposed solution with resource planning solutions, e.g., ProSymmetry Tempus.
- J. Provide additional information that will enable the City to evaluate the capabilities, track record, and financial stability of your firm. (Optional)

3.02.7 Qualifications/Experience of Key Personnel Assigned to this Project

The personnel presented must be committed to this project for the expected term of the Contract.

- A. List key personnel that will manage and work this project including the relevant background and experience of each staff member you propose to assign to this project.
 - 1. Include a brief biography or resume outlining the experience of each person that will be involved in this Scope of Work.
 - 2. Indicate the role(s) each individual will be assigned and the relative amounts of time that will be allocated. For example, clearly identify those that will be directly involved in managing the work vs those who would act as a support resource.

- B. Describe how these staff will work as a team to accomplish this scope of work.
- C. How many projects have this team worked on together?
- D. Describe the projects, including the staffing structure and dates, where the proposed staff previously worked as a team.
- E. Describe when, where, and for how long this team previously worked together. For example, specific projects, length of project, etc.
- F. Describe the experience, education, and training of each person in performing project, program and portfolio configuration and implementation work for municipal governments and/or utility organizations.

3.02.8 Approach and Methodology

- A. Describe which method of service delivery your firm proposes, e.g., onsite/offsite/hybrid. If your proposed method of delivery is offsite or hybrid, explain in detail how that delivery method will be efficient, productive and ultimately a successful delivery model for this project.
- B. Describe your proposed project plan.
- C. Describe the quality assurance procedures used by your firm.
- D. Describe the City resources and level of effort for each resource that you require to complete the project plan tasks related to project, program and portfolio solution configuration and implementation services.
- E. Provide a roles and responsibility assignment (RACI) matrix.
- F. Provide a proposed schedule for completing the project to include data conversion, system planning, design, testing, training, and go-live.
- G. Describe how your proposed solution meets the criteria listed below. Clarify how integrations are carried out (e.g., public APIs) and whether the integration is directly supported or partner-supported (third-party). Note: APIs should provide substantial access to all data elements, both native and custom.
 - 1. Support for various project methodologies (Waterfall, SCRUM, Kanban, Lean, Six Sigma).
 - 2. Support for construction (brick and mortar) versus information technology type project environments.
 - 3. Potential future expansion of solution to other City business units utilizing their own unique templates, processes, and workflows.
 - 4. Integration with Microsoft Project.
 - 5. Integration with Microsoft Excel.
 - 6. Integration with Microsoft SharePoint.
 - 7. Future integration with agile tools (e.g., JIRA).
 - 8. Future integration with SAP.
 - 9. Future integrations with Microsoft Outlook.
 - 10. Future integration with Microsoft Active Directory.

11. Future integration with ProSymmetry Tempus.

- H. Provide the approach and process for migrating and converting data from existing data sources to the proposed solution.
- I. Provide the approach and process for developing and configuring any reporting that is not considered out-of-the-box.
- J. Please indicate if there is a sandbox environment where changes can be tested before moving over to a production environment and whether this environment remains available after implementation go-live for future changes.
- K. Provide options for on-going technical support after implementation go-live.
- L. Provide the approach for implementing version upgrades to the software-as-a-service environment.
 - 1. Describe impacts to solution access during version upgrades.
 - 2. Provide schedule of future planned version upgrades.
- M. Provide the approach and training plan for users of the solution (project managers, program managers, portfolio managers, system administrators and other stakeholders (team members, sponsors, executive governance)).

3.02.9 Additional Technical Information / Requirements

- A. Provide the high-level processes and screenshots (if available) relating to customization or reconfiguration of standard workflow processes.
- B. Provide the scalability limits for the number of projects, tasks, and resources that the proposed solution supports.
- C. Provide the help desk support model for customer and technical support.

3.02.10 Fees and Charges / Value

- A. Provide the total cost to complete this work using the Price Proposal Form. (Appendix A).

3.02.11 Small Business Enterprise (SBE) / Minority and Women's Business Enterprises (MWBE)

- A. Indicate whether your firm is a certified City of Tacoma [Small Business Enterprise](#).
- B. Indicate whether your firm will be partnering with, or subcontracting to, a certified City of Tacoma [Small Business Enterprise](#). If yes, provide the full legal name of the SBE.
- C. Indicate whether your firm is a minority/woman owned firm certified with the [Washington State Office of Minority and Women's Business Enterprises](#).

- D. Indicate whether your firm will be partnering with, or subcontracting to, a minority/woman owned firm certified with the [Washington State Office of Minority and Women's Business Enterprises](#). If yes, provide the full legal name of the MWBE.

3.02.12 References

- A. Provide three or more recent client references able to verify your firm's overall expertise for this scope of work. Include public agencies and utilities, as applicable. The clients should have worked with your firm within the last three years. For each reference provide the following information:
1. Company name and description of primary business
 2. Website address, if applicable
 3. Contact person(s) and title
 4. Address
 5. Phone number
 6. Email address
 7. Project description or description of services provided
 8. Dates of service

3.02.13 EPayables Acceptance – Credit Card Acceptance – EFT/ACH Acceptance

- A. EPayables (Payment Plus)

Provide a statement regarding your ability to accept payment by ePayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. This information is not a consideration in the evaluation. (Appendix C – See item 1.41 of the Standard Terms and Conditions)

- B. Credit Card Acceptance

Provide a statement regarding your ability to meet the City's credit card requirements as well as identifying your reporting capabilities (Level I, II, or III). This information is not a consideration in the evaluation. (Appendix C – See item 1.41 of the Standard Terms and Conditions)

- C. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH) Acceptance

Provide a statement regarding your ability to accept payment by electronic funds transfer (EFT) by Automated Clearing House (ACH). This information is not a consideration in the evaluation. (Appendix C – See item 1.41 of the Standard Terms and Conditions)

3.03 EVALUATION CRITERIA

- 3.03.1 A Selection Advisory Committee (SAC) will review and evaluate the submittals. Additionally, the SAC may conduct interviews of, or request presentations-demonstrations by, selected or short-listed Respondents before final selection is made. (See Section 3.04)
- 3.03.2 The SAC may use references to clarify and verify information in 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.
- 3.03.3 The City may award to other than the highest ranked submittal or Respondent if the price submitted is more than generally accepted industry standards or the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor or a request for hourly rates does not require the City to select the Respondent submitting the lowest cost.
- 3.03.4 Respondents may be asked to provide their most recent audited financial statements demonstrating Respondent's financial ability to meet the requirements of any Contract that may result from this RFP.
- 3.03.5 An incomplete response or no response may result in a score of zero for that criterion.
- 3.03.6 A serious deficiency in any one criterion, including excessive cost or costs over the budgeted amount, may be grounds for rejection.
- 3.03.7 The final selection will be that submittal or Respondent which, after review and potential on-site visits, interviews/presentations/demonstrations, reference checks, and best and final offers (BAFO), if requested, in the sole judgment of the City, best meets the requirements set forth in this RFP.
- 3.03.8 Submittals will be evaluated using the following criteria:

	Criteria	Points
A	Security Design Standards / Cloud Service Provider Declared Designation (Security Requirements Response Form in Appendix A)	P/F
B	Qualifications/Experience of Firm (3.02.5 and 3.02.6) and Key Personnel (3.02.7)	10
C	Approach and Methodology (3.02.8)	25
D	Technical Information (3.02.9 and Technical Response Form in Appendix A)	35
E	Cost (3.02.10 and Price Proposal Form in Appendix A)	20

F	Small Business Enterprise (SBE) / Minority and Women's Business Enterprise (MWBE) (3.02.11) a) Respondent is a City of Tacoma certified SBE firm. b) Respondent is partnering with a qualified City of Tacoma certified SBE firm. c) Respondent is a certified state of Washington Minority and Women's Business Enterprise . d) Respondent is partnering with a certified state of Washington Minority and Women's Business Enterprise .	5
G	Submittal Quality, Organization, Completeness a) Presentation of information is logical and clear. b) Completeness of proposal content. c) Adherence to format and layout requirements. d) Compliance with Specifications.	5

The City reserves the right to reject any submittal if the security standards set by the City are not met.

3.04 INTERVIEWS / ORAL PRESENTATIONS / DEMONSTRATIONS

- 3.04.1 An invitation to interview, present, or provide a demonstration, either in person at a City facility or by conference call or video conference (Skype or similar application), may be extended to selected or short-listed Respondents based on Selection Advisory Committee review of the written submittals.
- 3.04.2 If held, it is anticipated that interviews/presentations/demonstrations would comprise no more than one day and be evaluated in a manner similar to the submittal. Instructions will be provided to selected Respondents.
- 3.04.3 All information, whether oral or written or otherwise, provided by Respondent in interviews/presentations/demonstrations may be incorporated into any resulting contract.
- 3.04.4 Interviews/presentations/demonstrations may be filmed and recorded, and incorporated into any resulting contract.
- 3.04.5 The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews, presentations, demonstrations, or references. The SAC may determine scoring criteria for the interviews following evaluation of written submittals, including the option to rank (1, 2, 3, etc.) rather than score.
- 3.04.6 The City reserves all rights to begin contract negotiations without conducting interviews, presentations, or demonstrations.

- 3.04.7 Respondents must be available for interviews/presentations/demonstrations within five business days' notice.

3.05 AWARD

- 3.05.1 After a Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.
- 3.05.2 Once a finalist (or finalists) has been selected by the Selection Advisory Committee, contract negotiations will begin. If a Contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation.

APPENDIX A

Signature Page

Prime Contractor's Pre-Work Form

Price Proposal Form

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:
http://cms.cityoftacoma.org/Purchasing/FormalBids/PI19-0101F_PriceProposalForm.xlsx

Technical Requirements Response Form

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:
http://cms.cityoftacoma.org/Purchasing/FormalBids/PI19-0101F_TechnicalRequirementsResponseForm.xlsx

License Requirements Response Form

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:
http://cms.cityoftacoma.org/Purchasing/FormalBids/PI19-0101F_LicenseRequirementsResponseForm.xlsx

Security Requirements Response Form

For the electronic copy of this form, use the link posted with [this Specification](#) or the link below:
http://cms.cityoftacoma.org/Purchasing/FormalBids/PI19-0101F_SecurityRequirementsResponseForm.xlsx

SIGNATURE PAGE

CITY OF TACOMA / TACOMA PUBLIC UTILITIES TACOMA POWER UTILITY TECHNOLOGY SERVICES

All submittals must be in ink or typewritten and must be executed by a duly authorized officer or representative of the bidding/proposing entity. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

Submittals will be received and time stamped only at the City of Tacoma Procurement & Payables Division, located in the Tacoma Public Utilities Administration Building North, 4th Floor, at 3628 South 35th Street, Tacoma, WA 98409. **See the Request for Proposals page near the beginning of the specification for additional details.**

REQUEST FOR PROPOSALS SPECIFICATION NO. PI19-0101F Project and Portfolio Management Software Solution and Implementation

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



City of Tacoma
Community & Economic Development
Office of Small Business Enterprise
747 Market Street, Room 808
Tacoma, WA 98402
253-594-7933 or 253-591-5224

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name

Telephone

Address/City/State/Zip Code

Specification Number

Specification Title

JOB CATEGORIES SPECIFY	TOTAL EMPLOYEES		TOTAL MINORITY EMPLOYEES		BLACK		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE		HISPANIC	
	M	F	M	F	M	F	M	F	M	F	M	F
Officer / Managers												
Supervisors												
Project Managers												
Office / Clerical												
Apprentices												
Trainees												
TOTALS												

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Type or Print Name of Responsible Officer / Title

Signature of Responsible Officer

Date

INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

This form only applies to employees who will be working on this specific project.

1. "Heading" the company name and address should reflect the prime contractor actually doing business with the City of Tacoma. If this address is different from that of the Equal Employment Opportunity Officer that administers the EEO programs of the company, the Equal Employment Opportunity Officer's address should be noted in the "Comments" section at the bottom of the form. "Telephone" should contain the area code, telephone number and extension (if any) for the Equal Employment Officer or the responsible official.
2. "Job Categories" at the extreme left hand column of the form specifying "Job Categories" lists "Officials & Managers." You are to list in addition to Officials & Managers any appropriate job titles such as Sales Workers, Office/Clerical, Professionals, Technical, etc., as they apply to your own company and only as pertains to this specific project.
3. The "M" and "F" headings at the top of each column refer to "Male" and "Female."
4. The "Total Employees" column should list the total number of male employees under "M" and the total female number of female employees under "F" for each job category listed. They should be listed in a similar manner in the "Total" category at the bottom of the form. The "Total Employees" column should include all those employees listed under "Non-Minority" and "Total Minorities." "Non-Minority" should include all employees not listed in the minority columns.
5. "Total Minorities" should include all employees listed under the "Black," "Asian or Pacific Islander" (A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, India, Japan, Korea, the Philippine Islands, and Samoa.), "American Indian or Alaskan Native," and "Hispanic" columns. These columns should include only employees who are members of that particular minority group. Designation and definitions of ethnic/national origin status follow the instructions and definitions of the Federal EEO-1 Form of the U. S. Equal Employment Opportunity Commission.
6. "Totals" this line should reflect the total of all lines in each of the above columns.
7. The signature of your company's designated responsible official or similar official responsible for equal employment opportunity must appear in the designated space at the bottom of the form. Please PRINT OR TYPE the person's name on the top line across from the signature. This is required since some signatures are difficult to read.
8. "Comments" this section is to be used as needed for explanations to under utilization rate or lack of turnover, proposed expansion or reduction of staff or any other pertinent information you believe will help clarify or explain the data presented on the form. If you need additional space, please explain on a separate sheet of paper.
9. If you need assistance or have questions regarding the completion of this form, please call the SBE Office at 253-594-7933 or 253-591-5224.

Request for Proposals PI19-0101F
Project and Portfolio Management Software Solution Implementation

*** PRICE PROPOSAL FORM ***
Must be included with your submittal

Respondent Name: _____

The City seeks a firm fixed price proposal. All prices are to be in U.S. dollars and include all associated fees. The City will not pay for any additional fees, tariffs, add-ons, or surcharges.

REQUIRED SERVICES

Use the table below to detail the pricing for the services described in your proposal (section 3.02). Standard services have been detailed below; ensure to cost out other required services not noted in the below table that are required to implement solution. Travel and expenses are limited to actual costs. The SAC will be correlating this table to your proposal, so making the comparison process simple is to your advantage. Note: Payment schedules may be negotiated.

#	Service Description	Fixed Fee
1	Design/Blueprinting	
2	Implementation	
3	Technical and Business Documentation	
4	Data Migration/Conversion	
4	Report/Dashboard Development	
5	Training	
6	Testing and Acceptance	
7	Travel and Expenses	
Required Services Fixed Fee Subtotal:		\$ -

CUSTOMIZATION/INTEGRATION/THIRD-PARTY SERVICES

Use the table below to detail the pricing for the services described in your proposal (section 3.02) specifically those services with a response of Options 1, 2 or 3 on Appendix A, Technical Provisions, Technical Response Form. Additional fees for Third-party Products should also be listed. The SAC will be correlating this table to your proposal, so making the comparison process simple is to your advantage. Note: Payment schedules may be negotiated.

Req ID	Service Description	Fixed Fee
Customization/Integration/Third-Party Services Fixed Fee Subtotal:		\$ -

SOFTWARE

Respondent shall use the table below to detail the software/subscription pricing for the solution proposed. A table of the anticipated quantities by license user type is provided for reference in Exhibit D. Responses for closest appropriate license should be included in Appendix A, License Requirements Response Form and the total costs for the licenses transmitted to the below table. Ensure to include license fees for any third-party products necessary for the implementation (if applicable). The SAC will correlate this table to the your proposal - so making the comparison process simple is to your advantage. Note: payment schedules may be negotiated.

INITIAL TWO-YEAR TERM - REQUIRED Software Licenses/Subscription Fees/Third-Party Products

#	Description	Qty.	Unit Cost	Extended Cost
1				
2				
3				
4				
5				
INITIAL TWO-YEAR TERM - REQUIRED Software Licenses/Subscription Fees/Third-Party Products Subtotal:				\$ -

INITIAL TWO YEAR TERM - OPTIONAL Software Licenses/Subscription Fees/Third-Party Products

#	Description	Qty.	Unit Cost	Extended Cost
1				
2				
3				
4				
5				
INITIAL TWO YEAR TERM - OPTIONAL Software Licenses/Subscription Fees/Third-Party Products Subtotal:				\$ -

Total Fixed Fees for Implementation Services:

Total Costs for Software Licenses/Sunscription Fees/Third-Party Products:

Applicable Sales Tax (____%):

Total Fixed Fees/Costs for Implementation Services and Software: \$ -

Prompt Payment Discount %

Payment discount periods of 20 calendar days or more will be considered in award.

_____ days, net 30.

List the annual renewal pricing for years 3, 4 and 5 below for both required and optional (if applicable) software licenses/subscription fees/third-party products.

ANNUAL RENEWAL (Year 3) - REQUIRED Software Licenses/Subscription Fees/Third-Party Products

#	Description	Qty.	Unit Cost	Extended Cost
1				
2				
3				
4				
5				

ANNUAL RENEWAL (Year 4) - REQUIRED Software Licenses/Subscription Fees/Third-Party Products

#	Description	Qty.	Unit Cost	Extended Cost
1				
2				
3				
4				
5				

ANNUAL RENEWAL (Year 5) - REQUIRED Software Licenses/Subscription Fees/Third-Party Products

#	Description	Qty.	Unit Cost	Extended Cost
1				
2				
3				
4				
5				

ANNUAL RENEWAL (Year 3) - OPTIONAL Software Licenses/Subscription Fees/Third-Party Products

#	Description	Qty.	Unit Cost	Extended Cost
1				
2				
3				
4				
5				

ANNUAL RENEWAL (Year 4) - OPTIONAL Software Licenses/Subscription Fees/Third-Party Products

#	Description	Qty.	Unit Cost	Extended Cost
1				
2				
3				
4				
5				

ANNUAL RENEWAL (Year 5) - OPTIONAL Software Licenses/Subscription Fees/Third-Party Products

#	Description	Qty.	Unit Cost	Extended Cost
1				
2				
3				
4				
5				

Request for Proposals PI19-0101F
Project and Portfolio Management Software Solution Implementation

Technical Requirements Response Form
Must be included with your submittal

Respondent Name: _____

Reference Appendix D for guidance on how to respond.

Req. ID	Functionality	Description	Option Response	Comments	Costs
Pipeline Management					
01.	Product allows for standardized, automated project request collection of multiple types (e.g., ideas, proposals, work requests, projects) with corresponding data, content, standardized templates and business rules.	Document proposal authoring and repository, business case creation, filtering. Preference is to automate standard or default workflow processes for the major components of project portfolio management based on acknowledged best practices.			
02.	Product supports the capability to select different workflows, templates, drop-down data, reporting requirements based on project categorization of various categories such as project type, or configurable domain.	Product has the capability to choose from different templates based on the specific intake categorization, and/or workflow selected.			
03.	Product has the capability to designate and track status of each proposal or current project.	Through the use of timelines, charts, calendars, status indicators.			
04.	Product provides ability to standardize and capture approvals in the tool, throughout the life cycle of the project. Configurable based on project type.				
Total Score			0		
Total Possible Score			0		
Standardized Score (normalized to range 0-5)			#DIV/0!		
Portfolio Management and Strategy Planning					
05.	Product provides the ability to align proposals/projects with business objectives and organizational strategies.	Through the use of flags, fields, categories, portfolios.			
06.	Product has the ability to group projects into programs and group projects and/or programs into portfolios.	One to many or many to many.			
07.	Product has the ability to support multiple portfolios, programs and projects based on configurable domains, with unique workflows, templates and processes.	Ability to create/customize project groups (programs) and/or portfolios (which could be groups of programs or projects) to be used for tracking purposes. Example, Tacoma Rail, Tacoma Water, Tacoma Power; IT projects vs. Construction projects.			
08.	Product has the capability to rank or prioritize projects, programs and proposals on one or more sets of criteria.	Includes business criteria as well as technical criteria, or even "social" criteria to help enable prioritization.			
09.	Ability to add/manage project intra- and inter-dependencies.	Ability to add or link dependencies between tasks and projects.			

Request for Proposals PI19-0101F
Project and Portfolio Management Software Solution Implementation

Technical Requirements Response Form
Must be included with your submittal

Respondent Name: _____

Reference Appendix D for guidance on how to respond.

Req. ID	Functionality	Description	Option Response	Comments	Costs
10.	Allow current projects, programs and proposals to be flexibly and dynamically grouped to perform "what-if" modeling scenario analysis.	Ability to provide high-level scenario alternatives to support decision making. For example, modeled scenarios should display impacts to budget, schedule, resources, etc.			
11.	Display the current health and status of proposals and/or projects and programs in the portfolio to analyze the value, cost, risk, and business alignment of the "what-if" scenario, to inform the target audience.	Out-of-the box, customizable and configurable, and user-defined metrics through the dashboards, red/amber/green indicators, pie charts, bar charts, graphs, Gantt.			
12.	Product allows modeling of incoming demand against capacity and existing portfolio demand.				
13.	Product has the ability to do resource leveling/optimization and "what-if" analysis.				

Total Score 0
Total Possible Score 0
Standardized Score (normalized to range 0-5) #DIV/0!

Project and Time Management					
14.	Product provides support for industry-recognized project methodologies.	Methodologies include Waterfall, SCRUM, Kanban, Lean, Six Sigma. Please indicate if abilities to use the various methodologies are included in one tool or if separate modules/components are required.			
15.	Product supports project scheduling capabilities to accommodate phases, sub-phases, phase gates, tasks and milestones ("schedule elements").	Project scheduling options, including full critical path. Include Gantt and/or PERT charts.			
16.	Product allows approval gates or phase gates to be configured as project milestones.	Ability to show the approval and/or phase gates, and shows the links of the documents required or available for that phase.			
17.	Product has the capability to provide for status indicators that can be flagged automatically based on data.	Each project status can be configured and set to customer configuration requirements. Status indicators names are flexible (e.g.: scope, quality).			
18.	Product includes a Quality Assurance component.				
19.	Product includes a Requirements Traceability Matrix component or similar functionality.	Ability to manage requirements.			
20.	Product includes a Test Management Plan component.				
21.	Product includes a Defect Management component.				

Request for Proposals PI19-0101F
Project and Portfolio Management Software Solution Implementation

Technical Requirements Response Form
Must be included with your submittal

Respondent Name: _____

Reference Appendix D for guidance on how to respond.

Req. ID	Functionality	Description	Option Response	Comments	Costs
22.	Product supports project/program budgeting, actuals and forecasting.	Ability to define and modify project cost estimates, actual expenditures and forecasts via direct input or integration.			
23.	Product has the capability for the creation and maintenance of organizational work breakdown structure.	Ability to define and then modify the tasks needed to be carried out, at a range of granularity.			
24.	Product has the capability to allow time to be planned by resource against schedule elements.	Resource loading on a project-related schedule.			
25.	Product allows tracking of time to a project and/or task.	Where detailed task or time tracking is not needed, progress can be entered at a high level only.			
26.	Product displays resource capacity and availability.				
27.	Product has the ability to allocate role- and name-based resources to projects/tasks.	For example, assign a functional role, rather than a named person to a project and vice-versa.			
28.	Ability to assign and schedule resources by skill set, availability and other criteria.	Allows named individuals or flexible groupings of similarly skilled people (e.g., "competent JEE developer").			

Total Score 0
Total Possible Score 0
Standardized Score (normalized to range 0-5) #DIV/0!

Risk/Issue and Change Management					
29.	Product provides integrated project/program/portfolio risk and issue analysis and management functionality.				
30.	Product utilizes a risk register to capture risk management status.	Uses common elements e.g.: Risk Description, Risk Trigger, Probability, Impact, Score, Ownership, Treatment, Residual Risk, Secondary Risk, Accepted Probability, Accepted Impact. Please provide screenshots of sample risk register(s).			
31.	Product allows each project to be scored against multiple and "weighted" risk criteria to achieve a total weighted risk score for the project, program and/or portfolio.	Qualitative, Quantitative, Discrete Probabilities, Continuous Probability Distribution, Relative Risk. Please provide sample of the product's Probability and Impact Matrix.			
32.	Product provides integrated project change management functionality.				

Total Score 0
Total Possible Score 0
Standardized Score (normalized to range 0-5) #DIV/0!

Request for Proposals PI19-0101F
Project and Portfolio Management Software Solution Implementation

Technical Requirements Response Form
Must be included with your submittal

Respondent Name: _____

Reference Appendix D for guidance on how to respond.

Req. ID	Functionality	Description	Option Response	Comments	Costs
Reporting					
33.	Product supports real-time drill-down and roll-up analysis with graphical views of dynamically selected groupings for Project, Program and Portfolio-level management dashboards.	Summarizes the status of a filterable list of project(s) for Scope, Schedule, Financial data, Quality/Defects, Risk/Issues, task dependencies, change control, resource demand/capacity, benefits progress/realization, strategic/objective alignment. Please provide screenshots of sample reports including dashboards.			
34.	Product provides for project/program/portfolio Gantt reporting.	Summarizes visually a filterable list of projects, programs, portfolios. Report should also include start and end dates (planned and baseline), percentage complete. Ideally should be able to visually display baselines, project milestones and project dependencies. Please provide screenshots of sample reports.			
35.	Product provides for built-in financial metrics — NPV, EVM, ROI.	Net present value, Earned Value Management, Return on Investment.			
36.	Ability to provide project outcome performance monitoring/reporting.	For example, to support project payback/ROI calculations or benefits tracking. Please provide screenshots of sample reports including dashboards.			
37.	Out-of-the box, customizable and configurable, and user-defined metrics through the dashboards, red/amber/green indicators, pie charts, bar charts, graphs, Gantt, budgeting, accounting, forecasting, projected versus actual expense.	Please provide a list of the system-provided metrics and if custom metrics are available, what the process is to define and configure user-specified metrics.			
38.	Product supports financial planning and tracking using various financial periods, budget account types, cost codes, and other budgeting factors.				
39.	Product provides for resource capacity and demand summary reporting.	Dashboards, drill-down, heat maps, etc. Summarizes the demand and available capacity of a filtered list of resources across a program/portfolio of projects and operational commitments. Should be able to display the data in configurable time periods. Report should also include time tracked data. Please provide screenshots of sample reports including dashboards, heat maps, etc.			
40.	Product provides for project status reporting.	Summarizes the status of the projects including Key Project Data. Flexibility to include customer driven report design functionality providing the capability to configure and design reports based on requirements.			
41.	Product allows for annotative notes to be collected, per project, per topic.	For example, when analyzing at budget information, product has ability to capture notes on variance, and can be seen by project team. Provide screenshots of how this shows up in reporting.			

Request for Proposals PI19-0101F
Project and Portfolio Management Software Solution Implementation

Technical Requirements Response Form
Must be included with your submittal

Respondent Name: _____

Reference Appendix D for guidance on how to respond.

Req. ID	Functionality	Description	Option Response	Comments	Costs
42.	Product provides standard set of "out of the box" reports in standard formats (e.g.: .pdf).	Please provide screenshots of sample reports including dashboards.			

Total Score 0
Total Possible Score 0
Standardized Score (normalized to range 0-5) #DIV/0!

Collaboration					
43.	Product supports document repository and sharing.	Please indicate if repository resides within the tool or outside of tool accessible by URLs.			
44.	Supports stakeholder engagement outside the immediate project team.	Project visibility, access to documentation, ability to view status reports (without user license).			
45.	Product captures lessons learned and includes them as part of a project management knowledge database.	Support for post-implementation reviews.			
46.	Product captures and reports customer satisfaction.				

Total Score 0
Total Possible Score 0
Standardized Score (normalized to range 0-5) #DIV/0!

General Usability					
47.	Product supports the capability to build different workflows, templates, drop-down data, reporting requirements based on project categorization of various categories such as project type, or configurable domain.	Please indicate if this activity can be performed by users, system administrator or if professional services are required.			
48.	Product supports the capability to edit/revise different workflows, templates, drop-down data, reporting requirements based on project categorization of various categories such as project type, or configurable domain to satisfy unique and changing business requirements.	Please provide the high level process and screenshots (if available) of how this would be accomplished. Please indicate if this activity can be performed by users, system administrator or if professional services are required.			
49.	Product supports user-and project-level access and control.	Please also indicate ability to define what project information is shared in the view for each role.			
50.	Provides completeness/error checks, data warnings and spell check for data entry.				
51.	Product provides for search, sort and filter capabilities.				

Request for Proposals PI19-0101F
Project and Portfolio Management Software Solution Implementation

Technical Requirements Response Form
Must be included with your submittal

Respondent Name: _____

Reference Appendix D for guidance on how to respond.

Req. ID	Functionality	Description	Option Response	Comments	Costs
52.	System shall allow users to establish notifications based upon predefined thresholds and criteria around system objects.				
53.	Product has a Template Library.				
54.	Ability to support project management knowledge database.	To facilitate data storage and mining.			
55.	Product has a project management help portal.	E.g. best practice content is integrated with the software application. The Project Management Help Portal assists to serve as a user reference manual that documents the organization's policies and processes.			
56.	A Process Manual is available in context with the operation of the tool.	E.g. best practice content is integrated with the software application. The Process Manual assists to serve as a user reference training manual on how to utilize the product's functionality in context with operation of the tool. It should also document the logic behind the product algorithms.			
57.	Product allows for the upload, and editing within the tool of project documentation in various formats.	For example, Microsoft Word, Excel, Project, PowerPoint, Visio and .pdf formats.			
58.	Product supports baseline plans, version control and supports audit detail.	Create baselines and manage multiple versions of scope, schedule, budget, resources, benefits, project document artifacts. Minimum requirement is simple check in/out and version control for project documents.			
59.	Mobile access to the proposed product.	To facilitate access to timesheets and tasks. This may be via a native application (dashboard review or approvals of various phases of activity) or via a mobile browser but still taking advantage of the format.			

Total Score 0
Total Possible Score 0
Standardized Score (normalized to range 0-5) #DIV/0!

Integration with Existing Toolsets					
60.	Product supports full project scheduling through integration with Microsoft Project.	Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product. Note that MS Project Online or Enterprise are not a current supported or utilized solutions.			
61.	Product supports integration with Microsoft Excel.	Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.			
62.	Product supports integration with Microsoft SharePoint.	Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.			

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Req. ID	Functionality	Description	Option Response	Comments	Costs
63.	Product supports integration with agile tools.	For example, Jira. Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.			
64.	Product supports integration with SAP (ERP system).	For example, for project costing, accounting, timecard data, employee data, etc. Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.			
65.	Product supports integration with Microsoft Outlook email and calendars.	For task notification/resource assignment, auto-generated status updates, etc.			
66.	Product supports integration with resource capacity/demand planning applications.	For example, Tempus software. Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.			

Total Score 0
Total Possible Score 0
Standardized Score (normalized to range 0-5) #DIV/0!

Cloud and Security					
67.	Access to the application is entirely through web browser with no required software at the desktop (other than standard browser based controls).	Supported browsers should include current versions of internet explorer, chrome, edge. Indicate if proposed solution requires a browser other than these listed.			
68.	Product has the ability to integrate to existing security/user registration support.	For example, Active Directory or LDAP.			
69.	Customer has the ability to access/download data on-demand.	For example, ability to regularly or on-demand download all project data for backup purposes, or if and when a change in providers or transition to an on premise solution is necessary. Indicate if this action requires professional services.			
70.	Support for accessibility standards (e.g., Disability Discrimination Act or successors or equivalents).	Accessible Technology Initiative (ATI) aka ADA.			

Total Score 0
Total Possible Score 0
Standardized Score (normalized to range 0-5) #DIV/0!

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License Requirements Response Form
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Respondent Name: _____

Reference Appendix D for guidance on how to respond.

The following summary of systems users (or closest appropriate match) should be used for proposal pricing. Tacoma Public Utilities reserves the right to proceed with acquisition of some, all, or a reduced or higher number of the roles listed below. Indicate the closest appropriate licensing match to referenced User Role under the column, "License Account Type" and indicate if the license is considered a named user or concurrent license. Provide the unit and extended license pricing by License Type below. Transmit the Extended Costs to the Price Proposal Form.

User Licensing Requirements			User License Type			User License Cost	
User Role	Functionality	Estimated Number of Users	License Account Type	Named User	Concurrent User	Unit Cost	Extended Cost
Business User	Submit requests, monitor status of own requests, and provide user sign-off. Perform approvals.	<100					
Project Manager/Lead	Create, plan, and monitor project workplans—create and update tasks; create/maintain project resource profile; assign resources; schedule, define project exception rules; set notifications; maintain project templates, manage scope changes, issues, and risk. Monitor status and critical path. Manage project expenses and percentage complete. Email updates, messaging. Participate in deployment management. Perform approvals.	<20					
Program Manager	Manage program. Prioritize programs and projects. Manage program and project initiation; monitor resource capacity and utilization; monitor program status, scope changes, issues and risk. Act on exceptions. Create and manage financial summaries for programs. Monitor and compare actuals to forecasts, monitor and/or perform earned value analysis; benefits monitoring and realization. Manage change control. Perform approvals.	<5					

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License Requirements Response Form
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Respondent Name: _____

User Licensing Requirements			User License Type			User License Cost	
User Role	Functionality	Estimated Number of Users	License Account Type	Named User	Concurrent User	Unit Cost	Extended Cost
Portfolio Manager	Manage portfolio. Manage rating and prioritization of projects. Perform what-if portfolio scenarios. Evaluate value and mix of current and proposed projects. Rank and rate projects. Prioritize demand. Monitor resource capacity and utilization. Monitor scope changes, issues and risk. Create and manage financial summaries for programs and projects. Monitor and compare actuals to forecast, monitor and/or perform earned value analysis, benefits monitoring and realization. Actively resolve request information, update request information, assign requests, move requests through workflow. Manage change control. Report and Dashboards (read and write).	<5					
Analyst	Monitor initiative (schedule and cost) status; track issues; monitor scope changes, issues, and risk, maintain project templates; email updates, messaging. Actively resolve request information, update request information, assign requests, move requests through workflow.	<10					
Resource Manager	Create and manage resource pools. Manage resource capacity and use. Review, freeze and approve timesheets. Close, cancel timesheets. Delegate functions. Compare work item forecasts versus actuals.	<25					
Resource Analyst	Create and manage resource skills, pools, profiles, and capacity.	<10					
Financial Analyst	Create and manage financial summaries for departments, programs and projects. Track and compare actuals to forecast, perform earned value analysis, benefits monitoring and realization.	<10					

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User Licensing Requirements			User License Type			User License Cost	
User Role	Functionality	Estimated Number of Users	License Account Type	Named User	Concurrent User	Unit Cost	Extended Cost
Team Members/Consultant/Contractors	Participate in project tasks and in request processes. Execute project tasks and update task status. Actively resolve requests - update request information. Participate in deployment management. Update applicable timesheets or time against work items.	<125					
Sponsors, Executive Leadership, Managers	Overall visibility of status and metrics, drill-down to a specific level of detail on requests, task, projects, and packages requiring action and further review. Monitor project status and drill-down on exceptions. Ability to view financial summaries, earned value analysis and associated visualizations. Perform approvals.	<25					
Administrator	Common administration functions such as set-up of users; manage licenses; assign security; configure user-defined project information, and configure report types and PPM Dashboard portlets. Configure object types; workflows; request types; and configure business rules. Define resource and regional calendars.	<5					
License Extended Cost:						\$	-

Provide clarification as to whether a license is required to perform the following activities. If a license is required, provide the License Account Type in the Response Clarification.

License Clarification	Response Clarification	
	Yes/No	If yes, list the applicable License Account Type
Indicate if a license is required to submit project requests (ideas, proposals, work requests, projects).		
Indicate if a license is required to run pre-configured reports and consume data.		
Indicate if a license is required for read-only access to project documentation, including project status reports.		

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Security Requirements Response Form
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Respondent Name: _____

Reference Appendix D for guidance on how to respond.

CSP Designation			
ID	Criterion	Respondent comments as to how each criterion is met	Additional Instructions
1	Indicate if Cloud Service Provider (CSP) has the designation FedRAMP Authorized		If the CSP has FedRAMP Authorized designation: <ul style="list-style-type: none"> • Provide the FedRAMP System Security Plan (SSP) supporting the FedRAMP Authorization. • Provide answers to the TPU Cloud Procurement Questions below.
2	Indicate if Cloud Service Provider (CSP) has the designation FedRAMP in Process or FedRAMP Ready		If the CSP has FedRAMP In Process or FedRAMP Ready designation: <ul style="list-style-type: none"> • Provide the FedRAMP System Security Plan (SSP) supporting the requested FedRAMP Authorization. • Provide TPU the completed FedRAMP-Low-or-Moderate-CIS-Workbook-Template submitted to FedRAMP • Provide answers to the TPU Cloud Procurement Questions below.
3	Indicate if Cloud Service Provider (CSP) has no FedRAMP Designation		If the CSP has no FedRAMP designation: <ul style="list-style-type: none"> • Provide Security Plans and Security Policies that apply to the Cloud Service. • Provide a completed FedRAMP-Low-or-Moderate-CIS-Workbook-Template (the most recent version). Navigate to the following link to download the latest version of the SSP ATTACHMENT 9 - FedRAMP Low or Moderate Control Implementation Summary (CIS) Workbook Template: https://www.fedramp.gov/templates/. For reference documentation on the FedRAMP Security Controls Baseline, use the following link: https://www.fedramp.gov/assets/resources/documents/FedRAMP_Security_Controls_Baseline.xlsx

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Security Requirements Response Form
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Respondent Name: _____

TPU Cloud Procurement Questions		
Cloud Category	Question	Respondent comments as to how each question is met
Data	Who owns the data created by the cloud system?	
	Who owns the cloud data content?	
	Are there charges for migrating data to the cloud?	
	Are there charges for migrating data off the cloud?	
	What are the methods for moving data to the cloud?	
	What are the methods for moving data off the cloud?	
	What geographical data center locations house the data?	
	Do only US based CSP personnel have access to the data?	
	When TPU deletes data, is the data destroyed or retained by the CSP?	
Contract/ Subscription Termination	What are the terms regarding data migration from the cloud once a contract or subscription is terminated?	
Security Provisions	Will the Cloud Service Provider (CSP) accept liability for a data breach and provide remediation/restitution?	
	Are external third-party contracts required to comply with policies and customer agreements?	

APPENDIX B

Sample Contract

Standard Certificate of Insurance and Endorsement Requirements

SERVICES CONTRACT

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

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

1. Scope of Services/Work

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

2. Order of Precedence

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

3. Changes to Scope of Work

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

4. On Call Contracts

If the services and deliverables performed under this Contract are on an on call or as assigned basis, service and deliverables may be assigned by Task Authorization or Statements of Work.

5. Term

All services shall be satisfactorily completed on or before [INSERT CONTRACT TERMINATION DATE] and this Contract shall expire on said date unless mutually extended in writing by the Parties.

6. Renewals

At CITY's sole option, the Term of this Contract may be renewed for additional [INSERT THE RENEWAL PERIOD - 1 YEAR, ETC] periods, not to exceed [INSERT THE

MAXIMUM NUMBER OF RENEWAL PERIODS]. CITY will provide written notice of its intent to exercise any renewal options at least 30 days prior to the then existing Term and a written Amendment to this Contract will be mutually executed.

7. Delay

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

8. Compensation

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

9. Not to Exceed Amount

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

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

10. Payment

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

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

11. Payment Method

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

12. Independent Contractor Status

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

13. Services Warranty

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

Unless a higher standard or longer periods of warranty coverage for product deliverables provided under this Contract is provided herein, CONTRACTOR agrees to correct any defect or failure of deliverables supplied under this Contract which occurs within one year from _____ [FILL IN APPROPRIATE TIME FRAME, E.G. GO LIVE, FIRST USE, ETC]. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the CONTRACTOR. If CONTRACTOR is not the manufacturer of the item of equipment, CONTRACTOR agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This Contract warranty period shall be suspended from the time a significant defect is first documented by the CITY until repair or replacement by CONTRACTOR and acceptance by the CITY. In the event less than ninety (90) days remain on the warranty period (after recalculating), the warranty period

shall be extended to allow for at least ninety (90) days from the date of repair or replacement and acceptance by the CITY.

14. Reliance on CITY Provided Data or Information

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

15. Contract Administration

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

16. Specific Personnel

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

17. Right to Audit

Upon CITY's request, CONTRACTOR shall make available to CITY all accounts, records and documents related to the performance of this Contract for CITY's inspection, auditing or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance and quality assurance under this Contract or in satisfaction of City's public disclosure obligation, as applicable.

18. Records Retention

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

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

19. Notices

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

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

20. Termination

Except as otherwise provided herein, the CITY may terminate this Contract at any time, with or without cause, by giving ten (10) business days written notice to CONTRACTOR. In the event of termination, all finished and unfinished work prepared by the CONTRACTOR pursuant to this Contract shall be provided to the CITY. In the event CITY terminates this Contract due to the CITY's own reasons and without cause due to the CONTRACTOR's actions or omissions, the CITY shall pay the CONTRACTOR the amount due for actual work and services necessarily performed under this Contract up to the effective date of termination, not to exceed the total compensation set forth herein. Termination of this Contract by CITY shall not constitute a waiver of any claims or remaining rights the CITY may have against CONTRACTOR relative to performance hereunder.

21. Suspension

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

22. Taxes

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

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

23. Licenses and Permits

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

24. Indemnification

CONTRACTOR shall indemnify, defend, and hold harmless the CITY, its officials, officers, agents, employees, and volunteers, from any and all claims, demands, damages, lawsuits, liabilities, losses, liens, expenses and costs arising out of the subject matter of this Contract; provided that this provision shall not apply to the extent that damage or injury results from the sole negligence of the CITY, or its officers, agents, or employees. This indemnification shall extend to and include attorneys' fees and the cost of establishing the right of indemnification hereunder in favor of the CITY. This indemnification shall survive the termination of this Contract.

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

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

25. Title 51 Waiver

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

26. Insurance

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

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

27. Nondiscrimination

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

28. Conflict of Interest

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

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

To the extent CONTRACTOR creates any Work subject to the protections of the Copyright Act (Title 17 U.S.C) in its performance of this Contract, CONTRACTOR agrees to the following: The Work has been specially ordered and commissioned by CITY. CONTRACTOR agrees that the Work is a "work made for hire" for copyright purposes, with all copyrights in the Work owned by CITY. To the extent that the Work does not qualify as a work made for hire under applicable law, and to the extent that the Work includes material subject to copyright, CONTRACTOR hereby assigns to CITY, its

successors and assigns, all right, title and interest in and to the Work, including but not limited to, all patent, trade secret, and other proprietary rights and all rights, title and interest in and to any inventions and designs embodied in the Work or developed during the course of CONTRACTOR'S creation of the Work. CONTRACTOR shall execute and deliver such instruments and take such other action as may be required and requested by CITY to carry out the assignment made pursuant to this section. Any documents, magnetically or optically encoded media, or other materials created by CONTRACTOR pursuant to this Contract shall be owned by CITY and subject to the terms of this subsection. To the maximum extent permitted by law, CONTRACTOR waives all moral rights in the Work. The rights granted hereby to CITY shall survive the expiration or termination of this Contract. CONTRACTOR shall be solely responsible for obtaining releases for the performance, display, recreation, or use of copyrighted materials.

30. Public Disclosure

This Contract and documents provided to the CITY by CONTRACTOR hereunder are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, the CITY may be required, upon request, to disclose this Contract and documents related to it unless an exemption under the Public Records Act or other laws applies. In the event CITY receives a request for such disclosure, determines in its legal judgment that no applicable exemption to disclosure applies, and CONTRACTOR has complied with the requirements herein to mark all content considered to be confidential or proprietary, CITY agrees to provide CONTRACTOR ten (10) days written notice of impending release. Should legal action thereafter be initiated by CONTRACTOR to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by CONTRACTOR, including any damages, attorneys fees or costs awarded by reason of having opposed disclosure. CITY shall not be liable for any release where notice was provided and CONTRACTOR took no action to oppose the release of information. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to CONTRACTOR according to the "Notices" provision herein.

31. Confidential or Proprietary Records Must be Marked

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

32. Duty of Confidentiality

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

Except for disclosure of information and documents to CONTRACTOR's employees, agents, or subcontractors who have a substantial need to know such information in

connection with CONTRACTOR's performance of obligations under this Contract, the CONTRACTOR shall not without prior written authorization by the CITY allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to this Contract.

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

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

CITY is required to provide notice of the Rules to all entities that receive confidential or otherwise protected personal information of CITY's customers. *Italicized words* in this Section refer to defined terms contained in the Red Flags Rules published by the Federal Trade Commission in Title 16 Code of Federal Regulations, Part 681 (the "Rules"). CONTRACTOR is, as to Covered Accounts of CITY for which CONTRACTOR performs activities under the Contract, a Service Provider. Service Provider will perform in accordance with its reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft and will promptly report to CITY any specific Red Flag incidents detected as to Covered Accounts of CITY and upon request by CITY will respond to or reasonably assist CITY in responding reported Red Flags. This Section shall survive for six (6) years after the termination or expiration of this Contract.

33. Approval for Release of Information Related to Contract

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

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

34. Dispute Resolution

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

35. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries.

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

Waiver.

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

Severability and Survival.

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

Entire Agreement.

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

Modification.

No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.

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.

SAMPLE

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 By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

The Contractor (Contractor) shall maintain at least the minimum insurance set forth below. By requiring such minimum insurance, the City of Tacoma shall not be deemed or construed to have assessed the risk that may be applicable to Contractor under this Contract. Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage.

1. GENERAL REQUIREMENTS

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

- 1.1. City of Tacoma reserves the right to approve or reject the insurance provided based upon the insurer, terms and coverage, the Certificate of Insurance, and/or endorsements.
- 1.2. Contractor shall not begin work under the Contract until the required insurance has been obtained and approved by City of Tacoma.
- 1.3. Contractor shall keep this insurance in force during the entire term of the Contract and for Thirty (30) calendar days after completion of all work required by the Contract, unless otherwise provided herein.
- 1.4. Insurance policies required under this Contract that name "City of Tacoma" as Additional Insured shall:
 - 1.4.1. Be considered primary and non-contributory for all claims.
 - 1.4.2. Contain a "Separation of Insured provision and a "Waiver of Subrogation" clause in favor of City of Tacoma.
- 1.5. Section 1.4 above does not apply to contracts for purchasing supplies only.
- 1.6. Verification of coverage shall include:
 - 1.6.1. An ACORD certificate or equivalent.
 - 1.6.2. Copies of all endorsements naming the City of Tacoma as additional insured and showing the policy number.
 - 1.6.3. A notation of coverage enhancements on the Certificate of Insurance shall not satisfy these requirements – actual endorsements must be submitted.
- 1.7. Liability insurance policies, with the exception of Professional Liability and Workers' Compensation, shall name the City of Tacoma and its officers, elected officials, employees, agents, and authorized volunteers as additional insured.
 - 1.7.1. No specific person or department should be identified as the additional insured.
 - 1.7.2. All references on certificates of insurance and endorsements shall be listed as "City of Tacoma".
 - 1.7.3. The City of Tacoma shall be additional insured for both ongoing and completed operations using Insurance Services Office (ISO) form CG 20 10 04 13 and CG 20



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

37 04 13 or the equivalent for the full available limits of liability maintained by the Contractor irrespective of whether such limits maintained by the Contractor are greater than those required by this Contract and irrespective of whether the Certificate of Insurance describes limits lower than those maintained by the Contractor.

- 1.8. Contractor shall provide a Certificate of Insurance for each policy of insurance meeting the requirements set forth herein when Contractor provides the signed Contract for the work to City of Tacoma. Contractor shall provide copies of any applicable Additional Insured, Waiver of Subrogation, and Primary and Non-contributory endorsements. Contract or Permit number and the City Department must be shown on the Certificate of Insurance.
- 1.9. Insurance limits shown below may be written with an excess policy that follows the form of an underlying primary liability policy or an excess policy providing the required limit.
- 1.10. Liability insurance policies shall be written on an "occurrence" form, except for Professional Liability/Errors and Omissions, Pollution Liability, and Cyber/Privacy and Security
- 1.11. If coverage is approved and purchased on a "Claims-Made" basis, Contractor warrants continuation of coverage, either through policy renewals or by the purchase of an extended reporting period endorsement as set forth below.
- 1.12. The insurance must be written by companies licensed or authorized in the State of Washington pursuant to RCW 48 with an (A-) VII or higher in the A.M. Best's Key Rating Guide www.ambest.com.
- 1.13. Contractor shall provide City of Tacoma notice of any cancellation or non-renewal of this required insurance within Thirty (30) calendar days.
- 1.14. Contractor shall not allow any insurance to be cancelled or lapse during any term of this Contract, otherwise it shall constitute a material breach of the Contract, upon which City of Tacoma may, after giving Five (5) business day notice to Contractor to correct the breach, immediately terminate the Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith; with any sums so expended to be repaid to City of Tacoma by Contractor upon demand, or at the sole discretion of City of Tacoma, offset against funds due Contractor from City of Tacoma.
- 1.15. Contractor shall be responsible for the payment of all premiums, deductibles and self-insured retentions, and shall indemnify and hold the City of Tacoma harmless to the extent such a deductible or self-insured retained limit may apply to the City of Tacoma as an additional insured. Any deductible or self-insured retained limits in excess of Twenty Five Thousand Dollars (\$25,000) must be disclosed and approved by City of Tacoma Risk Manager and shown on the Certificate of Insurance.
- 1.16. City of Tacoma reserves the right to review insurance requirements during any term of the Contract and to require that Contractor make reasonable adjustments when the scope of services has changed.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 1.17. All costs for insurance shall be incidental to and included in the unit or lump sum prices of the Contract and no additional payment will be made by City of Tacoma to Contractor.
- 1.18. Insurance coverages specified in this Contract are not intended and will not be interpreted to limit the responsibility or liability of Contractor or Subcontractor(s).
- 1.19. Failure by City of Tacoma to identify a deficiency in the insurance documentation provided by Contractor or failure of City of Tacoma 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.
- 1.20. If Contractor is a State of Washington or local government and is self-insured for any of the above insurance requirements, a certification of self-insurance shall be attached hereto and be incorporated by reference and shall constitute compliance with this Section.

2. CONTRACTOR

As used herein, "Contractor" shall be the Supplier(s) entering a Contract with City of Tacoma, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

3. SUBCONTRACTORS

It is Contractor's responsibility to ensure that each subcontractor obtain and maintain adequate liability insurance coverage. Contractor shall provide evidence of such insurance upon City of Tacoma's request.

4. REQUIRED INSURANCE AND LIMITS

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

4.1 Commercial General Liability Insurance

Contractor shall maintain Commercial General Liability Insurance policy with limits not less than One Million Dollars (\$1,000,000) each occurrence and Two Million Dollars (\$2,000,000) annual aggregate. The Commercial General Liability Insurance policy shall be written on an Insurance Services Office form CG 00 01 04 13 or its equivalent. Products and Completed Operations shall be maintained for a period of three years following Substantial Completion of the Work related to performing construction services.

This policy shall include product liability especially when a Contract solely is for purchasing supplies. The Commercial General Liability policy shall be endorsed to include:

- 4.1.1 A per project aggregate policy limit, using ISO form CG 25 03 05 09 or an equivalent endorsement.

4.2 Workers' Compensation

- 4.2.1 Contractor shall comply with Workers' Compensation coverage as required by the



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

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

4.3 Employers' Liability Insurance

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

4.4 Professional Liability Insurance or Errors and Omissions

Contractor and/or its subcontractor shall maintain Professional Liability or Errors and Omissions with limits of One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) in the aggregate covering acts, errors and omissions arising out of the professional services under this Contract.

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000).

If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage.

If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

4.5 Owners and Contractors Protective Liability Insurance

Contractor shall maintain during the performance of all work pursuant to the Contract, an ISO form Owners and Contractors Protective Liability policy, on which City of Tacoma shall be a named insured. Said policy shall provide coverage for bodily injury and property damage arising from the work to be performed under the Contract, and shall have policy limits of no less than Ten Million Dollars (\$10,000,000) combined single limit of liability with a dedicated aggregate limit of no less than Ten Million Dollars (\$10,000,000).

4.6 Other Insurance

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

APPENDIX C

Standard Terms and Conditions

[Small Business Enterprise \(SBE\) Program](#)

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
GOVERNS BOTH GOODS AND SERVICES AS APPLICABLE**

In the event of an award by the City, these Terms and Conditions stated herein, Additional Contract Documents if issued, Solicitation if issued, Purchase Orders if issued by City, and Supplier's Submittal, if provided, shall constitute the Contract between City and Supplier for the acquisition of goods, including materials, supplies, and equipment or for the provision of services and deliverables.

Said documents represent the entire Contract between the parties and supersede any prior oral statements, discussions, or understandings between the parties, and/or subsequent Supplier invoices. No modification of the Contract shall be effective unless mutually agreed in writing.

The specific terms and conditions of any Solicitation (Specification, Request for Bids, Request for Proposals, Requests for Qualifications, Requests for Quotations, Request for Information, bid documents, request to enter into negotiations, or other form of solicitation issued by City, including any general, special, or technical provisions associated with such Solicitations) are incorporated herein by reference and supersede these Terms and Conditions where there is conflict or inconsistency.

In the event Additional Contract Documents are negotiated and agreed to in writing between Supplier and City, the specific terms of such Additional Contract Documents are incorporated herein by reference and supersede all other terms and conditions where there is conflict or inconsistency.

These Terms and Conditions, Additional Contract Documents if issued, Solicitation if issued, City purchase order if issued, are controlling over Supplier's Submittal if a Submittal is provided. Submittals if provided are incorporated herein by reference.

1.01 SUPPLIER / CONTRACTOR

As used herein, "Supplier" or "Contractor" shall be the Supplier(s) entering a Contract with City, whether designated as a Supplier, Contractor, Vendor, Proposer, Bidder, Respondent, Seller, Merchant, Service Provider, or otherwise.

1.02 SUBMITTAL

Submittal means Bids, Proposals, Quotes, Qualifications or other information, content, records or documents submitted in response to a City Solicitation.

1.03 FORMS OF SUBMITTAL

Unless stated otherwise, all submittals must be in SAP Ariba and submitted exactly as specified or directed, and all required forms must be used.

1.04 COSTS TO PREPARE SUBMITTAL

The City is not liable for any costs incurred by Supplier for the preparation of materials or a Submittal provided in response to a solicitation, conducting presentations to the City, or any other activities related to responding to the City's Solicitation.

1.05 LICENSES/PERMITS

- A. Suppliers, if applicable, must have a Washington state business license at the time of Submittal and throughout the term of the Contract. Failure to include a Washington state business license may be grounds for rejection of the Submittal or cancellation of contract award. Information regarding Washington state business licenses may be obtained at <http://bls.dor.wa.gov>.
- B. Upon award, it is the responsibility of the Supplier to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, 253-591-5252, https://www.cityoftacoma.org/government/city_departments/finance/tax_and_license/. Supplier shall obtain a business license as is required by Tacoma Municipal Code Subtitle 6C.20.
- C. During the term of the Contract, Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits.

1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

- A. Supplier Submittals, all documents and records comprising the Contract, and all other documents and records provided to the City by Supplier are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). Thus, City may be required, upon request, to disclose the Contract and documents or records 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 Supplier has complied with the requirements to mark records considered confidential or proprietary as such requirements are stated below, City agrees to provide Supplier 10 days written notice of impending release. Should legal action thereafter be initiated by Supplier to enjoin or otherwise prevent such release, all expense of any such litigation shall be borne by Supplier, 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 Supplier took no action to oppose the release of information.
- B. If Supplier provides City with records or information that Supplier considers confidential or proprietary, Supplier must mark all applicable pages or sections of said record(s) as "Confidential" or "Proprietary." Further, in the case of records or information submitted in response to a Request for Proposals, an index must be provided indicating the affected pages or sections and locations of all such material identified Confidential or Proprietary. Information not included in the required index will not be reviewed for confidentiality or as proprietary before release. If Supplier fails to so mark or index Submittals and related records, then the City, upon request, may release said record(s) without the need to satisfy the requirements of subsection A above; and Supplier expressly waives its right to allege any kind of civil action or claim against the City pertaining to the release of said record(s).
- C. Submission of materials in response to City's Solicitation shall constitute assent by Supplier to the foregoing procedure and Supplier shall have no claim against the City on account of actions taken pursuant to such procedure.

1.07 SUSTAINABILITY

- A. The City has interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship that help us meet our sustainable purchasing goals.
- B. The City encourages the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. Suppliers are encouraged to incorporate environmentally preferable products or services into Submittals wherever possible. "Environmentally preferable" means 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, production, manufacturing, packaging, distribution, reuse, operation, maintenance, or disposal of the product or service.
- C. Environmental Standards. The City seeks to ensure that all purchases comply with current environmental standards and product specifications. Where appropriate, third party independent certifiers such as Green Seal and USEPA Standards shall be a minimum specification for products to the City, unless specified otherwise herein.
- D. The City encourages the use of sustainability practices and desires any awarded Suppliers to assist in efforts to address such factors when feasible for:
 - 1. Pollutant releases
 - 2. Toxicity of materials used
 - 3. Waste generation
 - 4. Greenhouse gas emissions, including transportation of materials and services
 - 5. Recycle content
 - 6. Energy consumption
 - 7. Depletion of natural resources
 - 8. Potential impact on human health and the environment

1.08 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in a Solicitation, Submittals that are incomplete or conditioned in any way, contain erasures, alternatives or items not called for, or not in conformity with law, may be rejected as being non-responsive. Any attempt to condition a Submittal by inserting exceptions to the Solicitation or any conditions, qualifications or additions that vary its terms may result in rejection of the Submittal. The City may reject any submittal containing a material deviation from the Solicitation.

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

- A. The City reserves the right to correct obvious errors in Supplier's Submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.
- B. Supplier shall notify the City of Tacoma Procurement and Payables Division in writing of any ambiguity, conflict, discrepancy, omission or other error in a Solicitation no later than five business days prior to the submittal deadline.
 - 1. For solicitations conducted in SAP Ariba, Supplier shall notify the City of Tacoma Procurement and Payables Division on the message board of the event.
 - 2. For all other solicitations, Supplier shall notify the contract person listed in the Solicitation.
- C. The City will make necessary modifications by addendum.
- D. Supplier is responsible for identifying ambiguities, conflicts, discrepancies, omissions or other errors in the Solicitation prior to providing its Submittal or the ambiguity, conflict, discrepancy, omission, or other error is waived. Any Submittal that includes assumed clarifications and/or corrections without the required authentication of the same is subject to rejection.

1.10 WARRANTIES/GUARANTEE

- A. Suppliers warrant that all items, including services, as applicable:
 - 1. Are merchantable.
 - 2. Comply with the City's latest drawings and specifications.
 - 3. Are fit for the City's intended use.
 - 4. Will be performed according to the skill and care required by customarily accepted good practices and procedures followed by service providers rendering the same or similar type of service.
 - 5. Are new and unused unless otherwise stated.
 - 6. Comply with all applicable safety and health standards established for such products by the Occupational Safety and Health Administration (OSHA), Washington Industrial Safety and Health Act (WISHA) and/or Consumer Products Safety Act (CPSA), and all other applicable state and federal laws or agency regulations.
 - 7. Are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

Suppliers warrant that equipment and/or materials furnished, including software, do not infringe on any patent, trademark or copyright, and agree to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

1.12 DELIVERY OF SUBMITTALS TO THE CITY'S PROCUREMENT AND PAYABLES DIVISION

- A. Submittal packages must be received by the City's Procurement and Payables Division in SAP Ariba (unless another form of delivery is stated), prior to the scheduled time and date stated in the Solicitation.
- B. Supplier is solely responsible for timely delivery of its Submittal.
- C. Submittals received after the time stated in the solicitation will not be accepted.
- D. For purposes of determining whether a Submittal has been timely received in SAP Ariba, the City's Procurement and Payables Division will rely on the submittal clock in SAP Ariba.

1.13 SUBMITTAL IS NON-COLLUSIVE

Supplier acknowledges that by its delivery of a Submittal to the City in response to a Solicitation, it represents that the prices in such Submittal are neither directly nor indirectly the result of any formal or informal agreement with another Supplier.

1.14 PARTNERSHIPS

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

1.15 WITHDRAWAL OF SUBMITTALS

- A. Prior to Submittal Deadline. Submittals may be withdrawn (including in SAP Ariba) prior to the scheduled submittal deadline.
- B. After Submittal Deadline. No Submittal can be withdrawn after having been opened before the actual award of the contract, unless the award is delayed more than 90 calendar days beyond the date of opening. If a delay of more than 90 calendar days does occur, Supplier must submit written notice to the City purchasing manager that Supplier is withdrawing its submittal.

1.16 ACCEPTANCE OF SUBMITTALS

- A. If the solicitation announcement so states, submittals, unless previously withdrawn, will be read aloud, irrespective of any irregularities or informalities in such submittal, at the time and place specified in the solicitation announcement.
- B. All submittals must remain open for acceptance by the City for a period of at least 90 calendar days from the submittal deadline.

1.17 RIGHT TO REJECT

- A. The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, supplement, amend, reduce or otherwise modify the scope of work or cancel the solicitation, and if necessary, call for new submittals.

1.18 RESERVED RIGHTS

- A. By providing a submittal in response to a City solicitation, Supplier acknowledges and consents to the below City rights and conditions. With regard to this procurement process, the City reserves, holds without limitation, and may exercise, at its sole discretion, the following rights and conditions:
 - 1. To terminate the procurement process or decide not to award a contract as a result thereof by written notice to the Suppliers for any reason whatsoever with or without substitution of another solicitation.
 - 2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Suppliers.
 - 3. To issue addenda for any purpose including:
 - a. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with a procurement.
 - b. To supplement, amend, reduce, cancel, or otherwise modify a Solicitation, including but not limited to modifications to the description of services and/or products contained in the solicitation, by omitting services/products and/or including services/products.
 - 4. To request clarifications, additional information, and/or revised Submittals from one or more Suppliers.
 - 5. To conduct investigations with respect to the qualifications and experience of Supplier(s), including inspection of facilities and to request additional evidence to support any such information.

6. To eliminate any Supplier that submits an incomplete or inadequate response, or is non-responsive to the requirements of a Solicitation, or is otherwise deemed to be unqualified during any stage of the procurement process.
7. To select and interview a single finalist or multiple finalists to further the City's evaluation of Submittals provided in response to a Solicitation. The City may, in its sole and exclusive discretion as to what is in the City's best interest, elect not to conduct interviews of any or all Suppliers in connection with a solicitation process.
8. Except in the case of Requests for Bids, to negotiate any rate/fee offered by a Supplier. The City shall have the sole right to make the final rate/fee offer during contract negotiations. If the selected Supplier does not accept the City's final offer, the City may, in its sole discretion discontinue contract negotiations and commence negotiations with another Supplier, except as otherwise provided in Chapter 39.80, RCW.
9. To select and enter into a Contract with one or more Suppliers whose Submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of a Solicitation.
10. To award by line item or group of line items.
11. To not award one or more items.
12. To issue additional or subsequent solicitations.
13. To seek partnerships between one or more Suppliers.
14. Request additional related products and services from the selected Supplier(s) as necessary throughout the term of the Contract.
15. Negotiate costs or fees in the event of new legislation or regulatory changes, or issuance of related compliance guidance, technology enhancements, and innovative solutions.
16. In the event the City receives questions concerning a Solicitation from one or more Suppliers prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Suppliers.
17. If an award is made and, prior to entering into a contract, subsequent information indicates that such award is not in the best interest of the City, the City may rescind the award without prior notice to Supplier and either award to another Supplier or reject all submittals or cancel this solicitation.
18. To cancel award of a 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 providing a submittal, Suppliers agree that the City is not liable for any costs or damages for the cancellation of an award. Supplier assumes the sole risk and responsibility for all expenses connected with the preparation of its submittal.
19. To add additional City departments or divisions to the Contract or develop a separate Contract with the Supplier subject to all terms, conditions and pricing of the original Contract
20. To take any other action affecting a Solicitation or a procurement process that is determined to be in the City's best interests.

1.19 SUBMITTAL CLARIFICATION

Suppliers may be asked to clarify their Submittal. This action shall not be construed as negotiations or any indication of intentions to award. If called upon, Supplier must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. Supplier's failure to respond to such a request may result in rejection of its Submittal.

1.20 EVALUATION OF SUBMITTALS

- A. The City of Tacoma reserves the right to award to the lowest and best responsible Supplier(s) delivering a Submittal in compliance with the Solicitation, provided such Submittals are reasonable and are in the best interest of the City to accept. The City may use a number of criteria for determining award, including evaluation factors set forth in Municipal Code Section 1.06.262. Suppliers who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

1. Evaluation Factors. In addition to the factors set forth in Municipal Code Section 1.06.262, the following may be used by the City in determining the lowest and best responsible Submittal:
 - a. Compliance with a Solicitation and with applicable City requirements, including by not limited to, the City's Ethics Code and its Small Business Enterprise and Local Employment and Apprenticeship programs.
 - b. Submittal prices, listed separately if requested, as well as a lump sum total (if the unit price does not compute to the extended total price, the unit price shall govern).
 - c. The total cost to the City, including all applicable taxes, may be the basis for contract award.
 - d. Time of delivery and/or completion of performance (delivery date(s) offered).
 - e. Warranty terms.
 - f. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
 - g. Previous and existing compliance with laws and ordinances relating to contracts or services.
 - h. Sufficiency of financial resources.
 - i. Quality, availability, and adaptability of the supplies or services to the particular use required.
 - j. Ability to provide future maintenance and service on a timely basis.
 - k. Location of nearest factory authorized warranty repair facility or parts dealership.
 - l. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications, and skill to perform the contract or provide the services required.
2. Prompt Payment Discount. Payment discount periods of 20 calendar days or more, if offered in the submittal, will be considered in determining the apparent lowest responsible submittal. Discounts will be analyzed in context of their overall cumulative effect.
 - a. ePayable/Credit Card Acceptance. Submittals offering ePayable/Credit card acceptance may be compared against submittals offering a prompt payment discount to evaluate the overall cumulative effect of the discount against the advantage to the City of the ePayable/Credit card acceptance, and may be considered in determining the apparent lowest responsible submittal.
3. All other elements or factors, whether or not specifically provided for in a Solicitation, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of a Contract. The final award decision will be based on the best interests of the City.

1.21 CONTRACT OBLIGATION

- A. The Submittal contents of the successful Supplier will become contractual obligations if a Contract ensues.
- B. In the event the City of Tacoma determines to award a Contract, the selected Supplier(s) may be requested to execute Additional Contract Documents.
- C. Supplier shall register with the City of Tacoma on the SAP Ariba Network and be enabled for transactions upon request by the City.
- D. Suppliers may propose amendments to City's Contract documents or to these Terms and Conditions, but the City retains the right to accept or reject proposed amendments.
- E. No costs chargeable for work under the proposed Contract may be incurred before mutual acceptance and execution as directed.

1.22 AWARD

The City reserves the right to award Contracts for any or all items to one or more Suppliers in the best interests of the City.

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

Any Supplier who refuses to enter into a Contract after it has been awarded to the Supplier will be in breach of the agreement to enter the Contract, and Supplier's certified or cashier's check or bid bond, if any, shall be forfeited.

1.24 LEGAL HOLIDAYS

- A. The City of Tacoma observes the following holidays, which shall apply to performance of all contracts:

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January

Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

- B. When any of these holidays occur on Saturday or Sunday, the preceding Friday or the following Monday, respectively, is a legal holiday for the City of Tacoma.

1.25 CONTRACT TERM

All services shall be satisfactorily completed and all deliverables provided by the termination date stated, and the Contract shall expire on said date unless mutually extended in writing by the parties.

1.26 EXTENSION OF CONTRACT

Contracts shall be subject to extension at City's sole discretion.

1.27 TERMINATION AND SUSPENSION

- A. Supplies. The City reserves the right to terminate a Contract at any time upon prior written notice to Supplier. Upon the effective date of termination specified in such notice, and payment by the City, all conforming supplies, materials, or equipment previously furnished hereunder shall become its property.
- B. Services. The City may terminate a Contract at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.
- C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.
- D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

1.28 DEFAULT/BREACH

In the event of material default or breach by Supplier on any of the conditions of a Contract, Supplier agrees that the City may, at its election, procure the goods or services from other sources, and may deduct from the unpaid balance due Supplier, or collect against the bond or security (if any), or may invoice and recover from Supplier all costs paid in excess of the price(s) set forth in the Contract.

- A. Supplies. The City at any time by written change order or other form of written contract amendment may make reasonable changes in the place of delivery, installation, or inspection, the method of shipment or packing, identification and ancillary matters that Supplier may accommodate without substantial additional expense.
- B. Services. 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 other written form of contract amendment. If the changes will result in additional work effort by Supplier the City agrees to reasonably compensate Supplier for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Any new services accepted by the City may be added to the Contract and/or substituted for discontinued services. New services shall meet or exceed all requirements of original award.
- C. Expansion Clause. A Contract may be further expanded in writing to include other related services or products normally offered by Supplier, as long as the price of such additional services or products have a profit margin equal to or less than that in place at the time of original submittal. Such additions and prices will be established in writing. New items not meeting these criteria will not be added to the Contract. Supplier profit margins are not to increase as a result any such expansion.

1.29 SCOPE OF SERVICES

Supplier agrees to diligently and completely perform the services required by a Contract.

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

Unless otherwise stated, the services and/or work contracted for herein exclude public work and improvements as defined in RCW 39.04, as that statute may hereafter be amended.

1.31 PREVAILING WAGES

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
 - 1. Be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits,
 - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and
 - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid must be received or verified by the City prior to final Contract payment.

1.32 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute, or the result of a tariff.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.

- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

- A. Unless an item is indicated as "no substitute," special brands, when named, are intended to describe the standard of quality, performance, or use desired. Equal items will be considered by the City, provided that Supplier specifies the brand and model, and provides all descriptive literature, independent test results, specification sheets, schematic drawings, photographs, product samples, local servicing, parts availability, etc., to enable the City to evaluate the proposed equal. Performance testing in the field may be required.
- B. The decision of the City as to what items are equal shall be final and conclusive. If the City elects to purchase a brand represented by Supplier to be an "equal," the City's acceptance of the item is conditioned on the City's inspection and testing after receipt. If, in the sole judgment of the City, the item is determined not to be an equal, the item shall be returned at Supplier's expense.
- C. When a brand name or level of quality is not stated in Supplier's submittal, it is understood Supplier's submittal shall exactly confirm with those required in the Contract. If more than one brand name is stated in a Solicitation, Supplier(s) must indicate the brand and model/part number to be supplied.

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

- A. Shipping. Prices must be quoted FOB destination (the place of destination as defined in RCW 62A.2-319, as that statute may hereafter be amended), with freight prepaid and allowed (shipping costs included in unit prices), and risk of loss remaining with Supplier until delivery is tendered.
- B. Delivery. Delivery will be to the designated addresses set forth in a Solicitation or as otherwise stated in the Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except Legal Holidays. Failure to make timely delivery shall be cause for termination of the contract or order and return of all or part of the items at Supplier's expense except in the case of force majeure.

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

- A. The City of Tacoma has a commitment to reduction of unnecessary fuel emissions and improving air quality by reducing unnecessary air pollution from idling vehicles. Limiting car and truck idling supports cleaner air, healthier work environments, the efficient use of city resources, the public's enjoyment of City properties and programs, conservation of natural resources, and good stewardship practices.
- B. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City of Tacoma for more than three minutes. The City requires contractors to utilize practices that reduce fuel consumption and emission discharge, including turning off trucks and vehicles during delivery of products to the City. Exceptions to this requirement include when associated power is necessary to make a delivery or provide the service, when the engine is used to provide power to another device, and when a running engine is required for proper warm-up and cool-down of the engine.

1.36 PACKING SLIPS AND INVOICES

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
 - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
 - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to accountspayable@cityoftacoma.org.
 - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to pcardadmin@cityoftacoma.org.
- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include

complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.

- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

1.37 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on the Contract with the City in accordance with the terms and prices of the Contract if all parties are agreeable. Each public agency shall formulate a separate contract with Supplier, incorporating the terms and conditions of the Contract with the City of Tacoma. The City shall incur no liability in connection with such contracts or purchases by other public agencies thereunder. It will be Supplier's responsibility to inform such public agencies of the Contract with the City. Supplier shall invoice such public agencies as separate entities.

1.38 TAXES

- A. Unless otherwise stated, applicable federal, state, City, and local taxes shall be included in the submittal and in contract as indicated below. As used herein, the term "taxes" shall include any and all taxes, assessments, fees, charges, interest, penalties, and/or fines imposed by applicable laws and regulations in connection with the procurement of goods and/or services hereunder.
 - 1. Federal Excise Tax. The City of Tacoma is exempt from federal excise tax. The City will furnish a Federal Excise Tax Exemption certificate, if required. If Supplier fails to include any applicable tax in its submittal, then Supplier shall be solely responsible for the payment of said tax.
 - 2. State and Local Sales Tax. The City of Tacoma is subject to Washington state sales tax. It is Supplier's obligation to state the correct sales tax percentage and include the applicable Washington state, city and local sales tax as a separate line item(s) in the submittal.
 - 3. City of Tacoma Business and Occupation Tax. It is Supplier's obligation to include City of Tacoma Business and Occupation tax in the unit and/or lump sum prices submitted; it shall not be shown separately on the submittal. Per Sub-Title 6A of the City of Tacoma Municipal Code, transactions with the City of Tacoma may be subject to the City's Business and Occupation Tax.
- B. Any or All Other Taxes. Any or all other taxes are the responsibility of Supplier unless otherwise required by law. Except for state sales tax, Supplier acknowledges that it is responsible for the payment of all taxes applicable to the Contract and Supplier 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.
- C. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of the Contract, Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event Supplier fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, other than those taxes the City is required to pay, then Supplier authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from Supplier's total compensation.

1.39 COMPENSATION

- A. The City shall compensate Supplier in accordance with the Contract. Said compensation shall be the total compensation for Supplier's performance hereunder including, but not limited to, all work, services, deliverables, materials, supplies, equipment, subcontractor's fees and all reimbursable travel and miscellaneous or incidental expenses to be incurred by Supplier. Unless stated otherwise the total stated compensation may not be changed without a written change order or other form of contract amendment.
- B. Payment(s) made in accordance with the Contract shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Supplier.

1.40 PAYMENT TERMS

- A. 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 Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

1.41 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

- A. Payment methods include:

1. EPayables (Payment Plus). This is payment made via a virtual, single use VISA card number provided by the City's commercial card provider. Suppliers accepting this option will receive "due immediately" payment terms. Two options for acceptance are available to suppliers. Both are accompanied by an emailed advice containing complete payment details:
 - a. Straight-through processing (buyer initiated). Immediate, exact payments directly deposited to supplier accounts by the City's provider bank; the supplier does not need to know card account details.
 - b. Supplier retrieves card account through the secure, on-line portal provided via email notifications sent by the City's commercial card provider.
2. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules. It provides "due immediately" payment terms.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
3. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH). Standard terms are net 30 for this payment method.
4. Check or other cash equivalent. Standard terms are net 30 for this payment method.

- B. The City's preferred method of payment is by ePayables (Payment Plus) followed by credit card (aka procurement card). Suppliers 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.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.42 NOTICES

Unless otherwise specified, except for routine operational communications, which may be delivered personally or transmitted by electronic mail, all notices required by the Contract shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first-class mail, postage prepaid, to Supplier's registered agent and to the applicable City department representative.

1.43 INDEPENDENT CONTRACTOR STATUS

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION

Supplier agrees to take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Supplier shall not discriminate in any employment action because of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental, or physical handicap. In the event of non-compliance by Supplier with any of the non-discrimination provisions of the Contract, the City shall be deemed to have cause to terminate the Contract, in whole or in part.

1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

Supplier shall comply with all federal, state, municipal, and/or local laws and regulations in the performance of all terms and conditions of the Contract. Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under the Contract.

1.46 FEDERAL AID PROJECTS

The City of Tacoma in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises as defined at 49 CFR, part 26, will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, or sex in consideration for an award.

1.47 REPORTS, RIGHT TO AUDIT, PERSONNEL

- A. Reports. Supplier shall, at such times and in such form as the City may reasonably require, furnish the City with periodic status reports pertaining to the services undertaken or goods provided pursuant to the Contract.
- B. Right to Audit. Upon City's request, Supplier shall make available to City all accounts, records and documents related to the scope of work for City's inspection, auditing, or evaluation during normal business hours as reasonably needed by City to assess performance, compliance and/or quality assurance under the Contract or in satisfaction of City's public disclosure obligations as applicable.
- C. Personnel. If before, during, or after the execution of a Contract, Supplier has represented or represents to the City that certain personnel would or will be responsible for performing services pursuant to the Contract, then Supplier is obligated to ensure that said personnel perform said Contract services to the maximum extent permitted by law. Substantial organizational or personnel changes within Supplier's firm are expected to be communicated to City immediately. Failure to do so could result in termination of the Contract. This provision shall only be waived by written authorization by the City, and on a case-by-case basis.

1.48 INSURANCE

- A. During the course and performance of a Contract, Supplier will provide proof and 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, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. 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.

1.49 INDEMNIFICATION – HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in

connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

B. These indemnifications shall survive the termination of a Contract.

1.50 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 a Contract, either in fact or in appearance. Supplier shall comply with all federal, state, and City conflict of interest laws, statutes, and regulations. Supplier represents that Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the program to which the Contract pertains that would conflict in any manner or degree with the performance of Supplier's services and obligations hereunder. Supplier further covenants that, in performance of a Contract, no person having any such interest shall be employed. Supplier 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 Contract subjecting the Contract to termination.

1.51 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier 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, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, 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 Supplier's creation of the work.
- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.52 DUTY OF CONFIDENTIALITY

Supplier 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 Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract, Supplier 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 a Contract.

1.53 DISPUTE RESOLUTION

In the event of a dispute pertaining to a 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.

1.54 GOVERNING LAW AND VENUE

- A. Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.
- B. Respondents providing submittals from outside the legal jurisdiction of the United States of America will be subject to Tacoma's City Attorney's Office (CAO) opinion as to the viability of possible litigation pursuant to a contract resulting from this Specification. If it is the opinion of the CAO that any possible litigation would be beyond reasonable cost and/or enforcement, the submittal may be excluded from evaluation.

1.55 ASSIGNMENT

Supplier shall not assign, subcontract, delegate or transfer any obligation, interest or claim to or under the Contract without the prior written consent of the City.

1.56 WAIVER

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

1.57 SEVERABILITY AND SURVIVAL

If any term, condition or provision herein or incorporated by reference 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 the Contract, which by their sense and context are reasonably intended to survive the completion, expiration or cancellation of the Contract, shall survive termination of the Contract.

1.58 NO CITY LIABILITY

Neither the City, its officials, staff, agents, employees, representatives, or consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.59 SIGNATURES

A signed copy of Submittals, Contract documents, including but not limited to contract amendments, contract exhibits, task orders, statements of work and other such Contract related documents, delivered by email or other means of electronic transmission including by using a third party service, which service is provided primarily for the electronic execution of electronic records, shall be deemed to have the same legal effect as delivery of an original signed copy.

CHAPTER 1.07

SMALL BUSINESS ENTERPRISE

Sections:

- 1.07.010 Policy and purpose.
- 1.07.020 Definitions.
- 1.07.030 Discrimination prohibited.
- 1.07.040 Program administration.
- 1.07.050 Certification.
- 1.07.060 Program requirements.
- 1.07.070 Evaluation of submittals.
- 1.07.080 Contract compliance.
- 1.07.090 Program monitoring.
- 1.07.100 Enforcement.
- 1.07.110 Remedies.
- 1.07.120 Unlawful acts.
- 1.07.130 Severability.
- 1.07.140 Sunset and review of program.

1.07.010 Policy and purpose.

It is the policy of the City of Tacoma that citizens be afforded an opportunity for full participation in our free enterprise system and that historically underutilized business enterprises shall have an equitable opportunity to participate in the performance of City contracts. The City finds that in its contracting for supplies, services and public works there has been historical underutilization of small businesses located in certain geographically and economically disfavored locations and that this underutilization has had a deleterious impact on the economic well-being of the City. The purpose of this chapter is to remedy the effects of such underutilization through use of reasonably achievable goals to increase opportunities for historically underutilized businesses to participate in City contracts. It is the goal of this chapter to facilitate a substantial procurement, education, and mentorship program designed to promote equitable participation by historically underutilized businesses in the provision of supplies, services, and public works to the City. It is not the purpose of this chapter to provide any person or entity with any right, privilege, or claim, not shared by the public, generally, and this chapter shall not be construed to do so. This chapter is adopted in accordance with Chapter 35.22 RCW and RCW 49.60.400.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.020 Definitions.

Terms used in this chapter shall have the following meanings unless defined elsewhere in the Tacoma Municipal Code ("TMC"), or unless the context in which they are used clearly indicates a different meaning.

A. "Affidavit of Small Business Enterprise Certification" means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.

B. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.

C. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.

D. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."

E. "City" means all Departments, Divisions and agencies of the City of Tacoma.

F. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

community; (2) sales transactions where the City sells its personal or real property; (3) a loan transaction where the City is acting as a debtor or a creditor; (4) lease, franchise; (5) agreements to use City real property (such as Licenses, Permits and Easements) and, (6) banking and other financial or investment services.

G. “Contractor” means any Person that presents a Submittal to the City, enters into a Contract with the City, and/or performs all or any part of a Contract awarded by the City, for the provision of Public Works, or Non-Public Works and Improvements, Supplies or Services.

H. “Evaluated Bid” means a Bid that factors each Respondent’s Base Bid including any alternates, deductive and additives selected by the City that will result in a weighed reduction based on that Respondent’s percentage of SBE participation, as defined by formula set forth in this chapter or in the SBE Regulations adopted pursuant to this chapter.

I. “Goals” means the annual level of participation by SBEs in City Contracts as established in this chapter, the SBE Regulations, or as necessary to comply with applicable federal and state nondiscrimination laws and regulations. Goals for individual Contracts may be adjusted as provided for in this chapter and shall not be construed as a minimum for any particular Contract or for any particular geographical area.

J. “SBE Certified Business” (or “SBEs”) means a business that meets the criteria set forth in Section 1.07.050 of this chapter and has been certified as meeting that criteria by the Community and Economic Development Department-SBE Program Coordinator.

K. “SBE Program Coordinator” means the individual appointed, from time to time, by the City’s Community and Economic Development Director to administer the SBE Regulations.

L. “SBE Regulations” shall mean the written regulations and procedures adopted pursuant to this chapter for procurement of Supplies, Services and Public Works.

M. “Lowest and Best Responsible Bidder” means the Bidder submitting the lowest Bid received that is within the range of acceptable bids, that also has the ability to timely perform the Contract bid upon considering such factors as financial resources, skills, quality of materials, past work record, and ability to comply with state, federal, and local requirements, including those set forth in the SBE Regulations.

N. “Non-Public Works and Improvements” means all competitively solicited procurement of Supplies and/or Services by the City not solicited as Public Works.

O. “Person” means individuals, companies, corporations, partnerships, associations, cooperatives, any other legally recognized business entity, legal representative, trustee, or receivers.

P. “Proposal” means a written offer to furnish Supplies or Services in response to a Request for Proposals. This term may be further defined in the Purchasing Policy Manual and/or in competitive solicitations issued by the City.

Q. “Public Works (or “Public Works and Improvements)” means all work, construction, alteration, repair, or improvement other than ordinary maintenance, executed at the cost of the City, or that is by law a lien or charge on any property therein. This term includes all Supplies, materials, tools, and equipment to be furnished in accordance with the Contract for such work, construction, alteration, repair, or improvement.

R. “Quote” means a competitively solicited written offer to furnish Supplies or Services by a method of procurement that is less formalized than a Bid or a Proposal. This term may be further defined in the Purchasing Policy Manual.

S. “Respondent” means any entity or Person, other than a City employee, that provides a Submittal in response to a request for Bids, Request for Proposals, Request for Qualifications, request for quotes or other request for information, as such terms are defined in Section 1.06.251 TMC. This term includes any such entity or Person whether designated as a supplier, seller, vendor, proposer, Bidder, Contractor, consultant, merchant, or service provider that; (1) assumes a contractual responsibility to the City for provision of Supplies, Services, and/or Public Works; (2) is recognized by its industry as a provider of such Supplies, Services, and/or Public works; (3) has facilities similar to those commonly used by Persons engaged in the same or similar business; and/or (4) distributes, delivers, sells, or services a product or performs a Commercially Useful Function.

T. “Services” means non-Public Works and Improvements services and includes professional services, personal services, and purchased services, as such terms are defined in Section 1.06.251 TMC and/or the City’s Purchasing Policy Manual.

U. “Submittal” means Bids, Proposals, Quotes, qualifications or other information submitted in response to requests for Bids, Requests for Proposals, Requests for Qualifications, requests for Quotations, or other City requests for information, as such terms are defined in Section 1.06.251 TMC.

V. “Supplies” means materials, Supplies, and other products that are procured by the City through a competitive process for either Public Works procurement or Non-Public Works and Improvements procurement unless an approved waiver has been granted by the appropriate authority.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.030 Discrimination prohibited.

A. No person that is engaged in the construction of public works for the City, engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services to the City, shall discriminate against any other person on the basis of race, religion, color, national origin or ancestry, sex, gender identity, sexual orientation, age, marital status, familial status, or the presence of any sensory, mental or physical disability in employment. Such discrimination includes the unfair treatment or denial of normal privileges to a person as manifested in employment upgrades, demotions, transfers, layoffs, termination, rates of pay, recruitment of employees, or advertisement for employment.

B. The violation of the terms of RCW 49.60 or Chapter 1.29 TMC by any person that is engaged in the construction of public works for the City, is engaged in the furnishing of laborers or craftspeople for public works of the City, or is engaged for compensation in the provision of non-public works and improvements supplies and/or services shall result in the rebuttable presumption that the terms of this chapter have also been violated. Such violation may result in termination of any City contract the violator may have with the City and/or the violator's ineligibility for further City Contracts.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.040 Program administration.

A. The Community and Economic Development Director, or his or her designated SBE Program Coordinator, shall be responsible for administering this chapter and obtaining compliance with respect to contracts entered into by the City and/or its contractors. It shall be the duty of the Director to pursue the objectives of this chapter by conference, conciliation, persuasion, investigation, or enforcement action, as may be necessary under the circumstances. The Director is authorized to implement an administrative and compliance program to meet these responsibilities and objectives.

B. The Director is hereby authorized to adopt and to amend administrative rules and regulations known as the SBE Regulations to properly implement and administer the provisions of this chapter. The SBE Regulations shall be in conformance with City of Tacoma policies and state and federal laws and be designed to encourage achievement of the SBE goals set forth herein. The SBE Regulations shall become effective following public notice and an opportunity to comment by the public.

C. The SBE Regulations adopted pursuant to this section are for the administrative and procedural guidance of the officers and employees of the City and are further expressions of the public policy of the City. The SBE Regulations, when adopted, shall not confer an independent cause of action or claim for relief cognizable in the courts of the state of Washington or the United States of America to any third parties, and such provisions shall not be used as the basis for a lawsuit in any court of competent jurisdiction challenging the award of any contract by the City.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.050 Certification.

A. The SBE Program Coordinator shall approve a person as a SBE Certified Business if all of the following criteria are satisfied:

1. Each person with an ownership interest in the company has a personal net worth of less than \$1,320,000 excluding one personal residence and the net worth of the business;
2. The company's total gross receipts for any consecutive three year period within the last six years is not more than \$36,500,000 for public works companies and not more than \$15,000,000 for non-public works and improvements companies;
3. The owner(s) of the company executes an Affidavit of Small Business Enterprise Certification and files it with the City which states that all information submitted on the SBE application is accurate, that the business has sought or intends to do business with the City and/or within the Pierce County area and has experienced or expects to experience difficulty competing for such business due to financial limitations that impair its ability to compete against larger firms; and
4. The company can demonstrate that it also meets at least one of the following additional requirements:
 - a. The company's business offices, or the personal residence of the owner, is located within a City of Tacoma designated Renewal Community/Community Empowerment Zone, prior to designation as a SBE, or
 - b. The company's business offices, or the personal residence of the owner, is located within the City of Tacoma for at least six months prior to designation as a SBE; or

c. The company's business offices are located in a federally designated HUBZONE in Pierce County or any adjacent county for at least 12 months prior to designation as a SBE; or

d. The company's business offices are located in a federally designated HUBZONE in a County wherein the work will be performed, or an adjacent county, for at least 12 months prior to designation as a SBE.

B. Application Process. The SBE Program Coordinator shall make the initial determination regarding certification or recertification. Each SBE applicant shall provide the following documents; as such documents are more fully described in the SBE Regulations, to the SBE Program Coordinator:

1. A completed Statement of Personal Net Worth form;
2. A completed, signed, and notarized Affidavit of Small Business Enterprise Certification that affirms compliance with the certification and documentation requirements of this section;
3. List of equipment and vehicles used by the SBE;
4. Description of company structure and owners;
5. Such additional information as the SBE Program Coordinator or designee may require.

When another governmental entity has an equivalent SBE classification process the City may enter into an interlocal cooperative agreement for mutual recognition of certifications.

C. Recertification. A SBE qualified business shall demonstrate annually to the satisfaction of the SBE Program Coordinator that the following SBE qualifications are still in effect for such business:

1. That the company still meets all of the criteria set forth in subsection 1.07.050.A. TMC, and
2. That the company has maintained all applicable and necessary licenses in the intervening period, and
3. That the company demonstrates that the owner and/or designated employees have completed the minimum annual continuing business education training requirements set forth in the SBE Regulations.

D. Appeals. The applicant may appeal any certification determination by the SBE Program Coordinator under this chapter to the Director. The appeal must be made in writing and must set forth the specific reasons for the appeal. The Director shall make a decision on the appeal request within a reasonable time, which decision shall be final unless further appeal is made to the Hearing Examiner. In that event, the Hearing Examiner Rules of Procedure for Hearings, Chapter 1.23 TMC, shall be applicable to that appeal proceeding.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28147 Ex. A; passed May 7, 2013: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.060 Program requirements.

A. Establishment of Annual SBE Goals. The SBE Regulations adopted pursuant to this chapter shall state reasonably achievable cumulative annual goals for utilization of SBEs in the provision of supplies, services, and public works procured by the City. Cumulative annual goals for the participation of SBEs in City contracts shall be based on the number of qualified SBEs operating within Pierce County or in a county that is adjacent to Pierce County or in a HUBZone in a county where the supplies, services and/or public works will be delivered or performed. The dollar value of all contracts awarded by the City to SBEs in the procurement of supplies, services, and public works shall be counted toward the accomplishment of the applicable SBE goal. The initial cumulative annual SBE goal for all public works, non-public works and improvements supplies and services procured by the City of Tacoma is 22 percent.

B. Revision of Annual SBE Goals. SBE utilization goals for supplies, services, and public works shall be reviewed annually to determine the total level of SBE participation reasonably attainable. If no certified SBEs are available to provide supplies, services, and/or public works, the dollar value of such supplies, services, or public works shall be exempt from the calculation of the cumulative annual goals set forth in the SBE Regulations. Proposed reduction of the cumulative annual SBE goals shall be in accordance with the SBE Regulations.

C. Application of SBE Goals to Contracts. The SBE Program Coordinator shall consult with City departments/divisions to establish the SBE goal for competitively solicited contracts of \$25,000 and above, in accordance with this chapter and the SBE Regulations. No SBE goal will be established if no certified SBEs are available to provide supplies, services and/or public works.

D. Waivers. City departments/divisions or the SBE Program Coordinator may request to waive one or more of the requirements of this chapter as they apply to a particular contract or contracts. Waivers may be granted in any one or more of the following circumstances:

1. Emergency: The supplies, services and/or public works must be provided with such immediacy that neither the City nor the contractor can comply with the requirements herein. Such emergency and waiver must be documented by the department/division awarding the contract.
2. Not Practicable: Compliance with the requirements of this chapter would impose an unwarranted economic burden or risk to the City after consideration of existing budgetary approvals.
3. Sole source: The supplies, services, and/or public works are available from only one source, and subcontracting possibilities do not reasonably exist as determined by the finance purchasing manager.
4. Government purchasing. The City is a party to or included in a federal, state or inter-local government purchasing agreement as approved by the finance purchasing manager.
5. Lack of SBEs: An insufficient number of qualified SBE contractors exist to create SBE utilization opportunities.
6. Best interests of the City: Waiver of SBE goals is in the best interests of the City due to unforeseen circumstances, provided that said circumstances are set forth in writing by the requestor.

E. Review of Waivers. A waiver determination by the finance purchasing manager may be reviewed by the Board of Contracts and Awards (C&A Board). The C&A Board may also review a request to reduce or waive the SBE utilization goals based on Not Practicable or Best Interests of the City circumstances. The C&A Board shall determine whether compliance with such goals would impose unwarranted economic burden on, or risk to, the City of Tacoma as compared with the degree to which the purposes and policies of this chapter would be furthered by requiring compliance. If the determination of the C&A Board does not resolve the matter, a final determination shall be made by the City Council or Public Utility Board, as the case may be.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.070 Evaluation of submittals.

A. All submittals for a supplies, services, or public works and improvements contract valued at \$25,000 or more shall be evaluated for attainment of the SBE goal established for that contract in accordance with this chapter and the SBE Regulations.

B. The determination of SBE usage and the calculation of SBE goal attainment per this section shall include the following considerations:

1. General. The dollar value of the contract awarded by the City to a SBE in the procurement of supplies, services, or public works shall be counted toward achievement of the SBE goal.
2. Supplies. A public works and improvements contractor may receive credit toward attainment of the SBE goal for expenditures for supplies obtained from a SBE; provided such SBE assumes the actual and contractual responsibility for delivering the supplies with its resources. The contractor may also receive credit toward attainment of the SBE goal for the amount of the commission paid to a SBE resulting from a supplies contract with the City; provided the SBE performs a commercially useful function in the process.
3. Services and Public Works subcontracts. Any bid by a certified SBE or a bidder that utilizes a certified SBE shall receive credit toward SBE goal attainment based on the percentage of SBE usage demonstrated in the bid. A contractor that utilizes a SBE-certified subcontractor to provide services or public works shall receive a credit toward the contractor's attainment of the SBE goal based on the value of the subcontract with that SBE.
4. Brokers, Fronts, or Similar Pass-Through Arrangements. SBEs acting as brokers, fronts, or similar pass-through arrangements (as such terms are defined in the SBE Regulations) shall not count toward SBE goal attainment unless the activity reflects normal industry practices and the broker performs a commercially useful function.

C. Evaluation of competitively solicited submittals for public works and improvements and for services when a SBE utilization goal has been established for the contract to be awarded shall be as follows:

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.
 - a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.
 - b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

$$(\text{Base Bid}) - \left[\frac{\text{SBE Usage Percentages}}{\text{SBE Goal Percentages}} \times (.05 \times \text{Low Base Bid}) \right] = \text{Evaluated Bid}$$

c. The lowest evaluated bid after applying said evaluation formula shall be presumed the lowest and best responsible bid for contract award.

d. In no event shall a bidder's evaluated bid price be adjusted more than 5 percent from its base bid price for purposes of contract award.

2. When contract award is based on qualifications or other performance criteria in addition to price. Solicitations shall utilize a scoring system that promotes participation by certified SBEs. Submittals by respondents determined to be qualified may be further evaluated based on price using the formula applicable to price based contract awards above. The SBE Regulations may establish further requirements and procedures for final selection and contract award, including:

- a. Evaluation of solicitations for Architectural and Engineering (A&E) services;
- b. Evaluation and selection of submittals in response to requests for proposals; and
- c. Selection of contractors from pre-qualified roster(s).

D. Evaluation of competitively solicited submittals for supplies when no SBE utilization goal has been established for the contract to be awarded shall encourage SBE participation as follows:

1. A submittal from a responsive certified SBE that is priced within five percent of the otherwise lowest responsive bid shall be recommended for award. Otherwise, the lowest responsive bidder shall be recommended for contract award.

E. The SBE Regulations may establish further SBE goal evaluation requirements and procedures for award of contracts between \$5,000 and \$25,000.00 and for non-competitively solicited contracts. City departments/divisions shall use due diligence to encourage and obtain SBE participation for supplies, services, and public works contracts under \$5,000.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.080 Contract compliance.

A. The contractor awarded a contract based on SBE participation shall, during the term of the contract, comply with the SBE goal established in said contract. To ensure compliance with this requirement following contract award, the following provisions apply:

1. Any substitutions for or failure to utilize SBEs projected to be used must be approved in advance by the SBE Program Coordinator. Substitution of one SBE with another shall be allowed where there has been a refusal to execute necessary agreements by the original SBE, a default on agreements previously made or other reasonable excuse; provided that the substitution does not increase the dollar amount of the bid.
2. Where it is shown that no other SBE is available as a substitute and that failure to secure participation by the SBE identified in the solicitation is not the fault of the respondent, substitution with a non-SBE shall be allowed; provided, that, the substitution does not increase the dollar amount of the bid.
3. If the SBE Program Coordinator determines that the contractor has not reasonably and actively pursued the use of replacement SBE(s), such contractor shall be deemed to be in non-compliance.

B. Record Keeping. All contracts shall require contractors to maintain relevant records and information necessary to document compliance with this chapter and the contractor's utilization of SBEs, and shall include the right of the City to inspect such records.

(Ord. 28141 Ex. A; passed Mar. 26, 2013; Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.090 Program monitoring.

A. The SBE Program Coordinator shall monitor compliance with all provisions of this chapter and the SBE Regulations. The SBE Program Coordinator shall establish procedures to collect data and monitor the effect of the provisions of this chapter to assure, insofar as is practical, that the remedies set forth herein do not disproportionately favor one or more racial, gender, ethnic, or other protected groups, and that the remedies do not remain in effect beyond the point that they are required to eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain

from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

B. The SBE Program Coordinator shall submit an annual report to the Community and Economic Development Director, Director of Utilities, and the City Manager detailing performance of the program. The report shall document SBE utilization levels, waivers, proposed modifications to the program, and such other matters as may be specified in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.100 Enforcement.

The Director, or his or her designee, may investigate the employment practices of contractors to determine whether or not the requirements of this chapter have been violated. Such investigation shall be conducted in accordance with the procedures established in the SBE Regulations.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.110 Remedies.

A. Upon receipt of a determination of contractor violation by the SBE Program Coordinator, the City Manager or Director of Utilities, as appropriate, may take the following actions, singly or together, as appropriate:

1. Forfeit the contractor's bid bond and/or performance bond;
2. Publish notice of the contractor's noncompliance;
3. Cancel, terminate, or suspend the contractor's contract, or portion thereof;
4. Withhold funds due contractor until compliance is achieved; and/or
5. Recommend appropriate action including, but not limited to, disqualification of eligibility for future contract awards by the City (debarment) per Section 1.06.279 TMC;

B. Prior to exercise of any of the foregoing remedies, the City shall provide written notice to the contractor specifying the violation and the City's intent to exercise such remedy or remedies. The notice shall provide that each specified remedy becomes effective within ten business days of receipt unless the contractor appeals said action to the Hearing Examiner pursuant to Chapter 1.23 TMC.

C. When non-compliance with this chapter or the SBE Regulations has occurred, the SBE Program Coordinator and the department/division responsible for enforcement of the contract may allow continuation of the contract upon the contractor's development of a plan for compliance acceptable to the Director.

(Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 28110 Ex. B; passed Dec. 4, 2012: Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.120 Unlawful acts.

It shall be unlawful for any Person to willfully prevent or attempt to prevent, by intimidation, threats, coercion, or otherwise, any Person from complying with the provisions of this chapter.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.130 Severability.

If any section of this chapter or its application to any Person or circumstance is held invalid by a court of competent jurisdiction, then the remaining sections of this chapter, or the application of the provisions to other Persons or circumstances, shall not be affected.

(Ord. 27867 Ex. A; passed Dec. 15, 2009)

1.07.140 Sunset and review of program.

This chapter shall be in effect through and until December 31, 2019, unless the City Council shall determine at an earlier date that the requirements of this chapter are no longer necessary. If this chapter has not been repealed by July 1, 2019, the City Council shall determine by the end of that year whether substantial effects or lack of opportunity of SBEs remain true in the relevant market and whether, and for how long, some or all of the requirements of this chapter should remain in effect.

(Ord. 28274 Ex. A; passed Dec. 16, 2014: Ord. 28141 Ex. A; passed Mar. 26, 2013: Ord. 27867 Ex. A; passed Dec. 15, 2009)

APPENDIX D

2.06 TECHNICAL PROVISIONS

2.06 TECHNICAL PROVISIONS

Technical Requirements for Project and Portfolio Management Solution

2.06.1 Guidelines for completing the Technical Requirements Response Form (Appendix A).

- A. The requirements have been organized by category and are not in any order of priority.
- B. Use the Capabilities Options (see Table 1 below) to complete the Technical Requirements Response Form, which will determine Respondent's technical score. It is imperative that answers to questions be provided as directed below. Responses will be validated during the proof-of-concept activities. Failure to provide honest responses will be grounds for disqualification from the RFP process.
- C. Choose from five options to indicate compliance with each requirement (see Table 1 below) on the Technical Requirements Response Form (Appendix A).

Table 1. Respondent Capabilities Declared

Option	Capabilities
0	Functionality not provided.
1	Functionality provided, but requires customized integration with third party.
2	Functionality provided by the vendor, but requires customization.
3	Functionality provided seamlessly by third-party products.
4	Functionality provided out-of-the-box.

Option Definitions

- 0. Functionality not provided:** Not included in the proposed application.
- 1. Functionality provided, but requires customized integration with third party:** Respondent has established a relationship with a business partner to provide this functionality, but it needs customization or workarounds.
- 2. Functionality provided by the vendor, but requires customization:** The functionality can be accomplished with the Respondent's products, but some customization or workarounds are required.
- 3. Functionality provided seamlessly by third-party product:** The Respondent has established a relationship (for example, as an OEM) with a business partner to provide this functionality integrated into its application. No customization or workarounds are needed.
- 4. Functionality provided out-of-the-box:** The Respondent provides the functionality from its own codebase. No customization or workarounds are required.

2.06.2 Do not indicate functionality as "included in standard offering" when, in fact, that particular feature is in development. When that is the case, note that fact in the "Comments" column of the Technical Requirements Response Form (Appendix A) and indicate the expected date that such feature will be made available.

- A. By responding in the affirmative to a capability item, Respondent agrees to support such a capability in its product.

- 2.06.3 The “Comments” column on the Technical Requirements Response Form (Appendix A), is provided for clarification and to provide a short commentary to indicate how the feature will be met.
- 2.06.4 For responses on the Technical Requirements Response Form (Appendix A) that result in Options 1, 2 or 3, provide costs for the provision of those options in the “Costs” column. The costs along with the associated requirements ID are required to be recorded on the Price Proposal Form (Appendix A) under the table for Customization/Integration/Third-Party Services. Third-Party Services refers to any services not directly performed by the Respondent.
- 2.06.5 If additional licensing is required for third-party products, ensure to record the licensing costs on the Price Proposal Form (Appendix A), under the table for “Optional Software Licenses/Subscription Fees/Third-Party Products.” Ensure to record the annual renewal costs for these products under Software Licenses/Subscription Fees/Third-Party Products.
- 2.06.6 Contractor will be responsible for the design/blueprinting, implementation/configuration, data migration/conversion, report/dashboard development, training and acceptance testing of the solution in accordance with requirements listed below in this Appendix. These are required services. This includes all licenses and warranties, along with all technical and business process documentation associated with the solution.

Pipeline Management

Rqmt. ID	Functionality	Description
01.	Product allows for standardized, automated project request collection of multiple types (e.g., ideas, proposals, work requests, projects) with corresponding data, content, standardized templates and business rules.	Document proposal authoring and repository, business case creation, filtering. Preference is to automate standard or default workflow processes for the major components of project portfolio management based on acknowledged best practices.
02.	Product supports the capability to select different workflows, templates, drop-down data, reporting requirements based on project categorization of various categories such as project type, or configurable domain.	Product has the capability to choose from different templates based on the specific intake categorization, and/or workflow selected.
03.	Product has the capability to designate and track status of each proposal or current project.	Through the use of timelines, charts, calendars, status indicators.
04.	Product provides ability to standardize and capture approvals in the tool, throughout the life cycle of the project. Configurable based on project type.	

Portfolio Management and Strategic Planning

Rqmt. ID	Functionality	Description
05.	Product provides the ability to align proposals/projects with business objectives and organizational strategies.	Through the use of flags, fields, categories, portfolios.
06.	Product has the ability to group projects into programs and group projects and/or programs into portfolios.	One to many or many to many.
07.	Product has the ability to support multiple portfolios, programs and projects based on configurable domains, with unique workflows, templates and processes.	Ability to create/customize project groups (programs) and/or portfolios (which could be groups of programs or projects) to be used for tracking purposes. Example, Tacoma Rail, Tacoma Water, Tacoma Power; IT projects vs. Construction projects.
08.	Product has the capability to rank or prioritize projects, programs and proposals on one or more sets of criteria.	Includes business criteria as well as technical criteria, or even "social" criteria to help enable prioritization.
09.	Ability to add/manage project intra- and inter-dependencies.	Ability to add or link dependencies between tasks and projects.
10.	Allow current projects, programs and proposals to be flexibly and dynamically grouped to perform "what-if" modeling scenario analysis.	Ability to provide high-level scenario alternatives to support decision making. For example, modeled scenarios should display impacts to budget, schedule, resources, etc.
11.	Display the current health and status of proposals and/or projects and programs in the portfolio to analyze the value, cost, risk, and business alignment of the "what-if" scenario, to inform the target audience.	Out-of-the box, customizable and configurable, and user-defined metrics through the dashboards, red/amber/green indicators, pie charts, bar charts, graphs, Gantt.
12.	Product allows modeling of incoming demand against capacity and existing portfolio demand.	
13.	Product has the ability to do resource leveling/optimization and "what-if" analysis.	

Project and Time Management

Rqmt. ID	Functionality	Description
14.	Product provides support for industry-recognized project methodologies.	Methodologies include Waterfall, SCRUM, Kanban, Lean, Six Sigma. Please indicate if abilities to use the various methodologies are included in one tool or if separate modules/ components are required.
15.	Product supports project scheduling capabilities to accommodate phases, sub-phases, phase gates, tasks and milestones ("schedule elements").	Project scheduling options, including full critical path. Include Gantt and/or PERT charts.
16.	Product allows approval gates or phase gates to be configured as project milestones.	Ability to show the approval and/or phase gates, and shows the links of the documents required or available for that phase.
17.	Product has the capability to provide for status indicators that can be flagged automatically based on data.	Each project status can be configured and set to customer configuration requirements. Status indicators names are flexible (e.g.: scope, quality).
18.	Product includes a Quality Assurance component.	
19.	Product includes a Requirements Traceability Matrix component or similar functionality.	Ability to manage requirements.
20.	Product includes a Test Management Plan component.	
21.	Product includes a Defect Management component.	
22.	Product supports project/program budgeting, actuals and forecasting.	Ability to define and modify project cost estimates, actual expenditures and forecasts via direct input or integration.
23.	Product has the capability for the creation and maintenance of organizational work breakdown structure.	Ability to define and then modify the tasks needed to be carried out, at a range of granularity.
24.	Product has the capability to allow time to be planned by resource against schedule elements.	Resource loading on a project-related schedule.
25.	Product allows tracking of time to a project and/or task.	Where detailed task or time tracking is not needed, progress can be entered at a high level only.
26.	Product displays resource capacity and availability.	
27.	Product has the ability to allocate role- and name-based resources to projects/tasks.	For example, assign a functional role, rather than a named person to a project and vice-versa.
28.	Ability to assign and schedule resources by skill set, availability and other criteria.	Allows named individuals or flexible groupings of similarly skilled people (e.g., "competent JEE developer").

Risk/Issue and Change Management

Rqmt. ID	Functionality	Description
29.	Product provides integrated project/program/portfolio risk and issue analysis and management functionality.	
30.	Product utilizes a risk register to capture risk management status.	Uses common elements e.g.: Risk Description, Risk Trigger, Probability, Impact, Score, Ownership, Treatment, Residual Risk, Secondary Risk, Accepted Probability, Accepted Impact. Please provide screenshots of sample risk register(s).
31.	Product allows each project to be scored against multiple and "weighted" risk criteria to achieve a total weighted risk score for the project, program and/or portfolio.	Qualitative, Quantitative, Discrete Probabilities, Continuous Probability Distribution, Relative Risk. Please provide sample of the product's Probability and Impact Matrix.
32.	Product provides integrated project change management functionality.	

Reporting

Rqmt. ID	Functionality	Description
33.	Product supports real-time drill-down and roll-up analysis with graphical views of dynamically selected groupings for Project, Program and Portfolio-level management dashboards.	Summarizes the status of a filterable list of project(s) for Scope, Schedule, Financial data, Quality/Defects, Risk/Issues, task dependencies, change control, resource demand/capacity, benefits progress/realization, strategic/objective alignment. Please provide screenshots of sample reports including dashboards.
34.	Product provides for project/program/portfolio Gantt reporting.	Summarizes visually a filterable list of projects, programs, portfolios. Report should also include start and end dates (planned and baseline), percentage complete. Ideally should be able to visually display baselines, project milestones and project dependencies. Please provide screenshots of sample reports.
35.	Product provides for built-in financial metrics — NPV, EVM, ROI.	Net present value, Earned Value Management, Return on Investment.
36.	Ability to provide project outcome performance monitoring/reporting.	For example, to support project payback/ROI calculations or benefits tracking. Please provide screenshots of sample reports including dashboards.
37.	Out-of-the box, customizable and configurable, and user-defined metrics through the dashboards, red/amber/green indicators, pie charts, bar charts, graphs, Gantt, budgeting, accounting, forecasting, projected versus actual expense.	Please provide a list of the system-provided metrics and if custom metrics are available, what the process is to define and configure user-specified metrics.
38.	Product supports financial planning and tracking using various financial periods, budget account types, cost codes, and other budgeting factors.	
39.	Product provides for resource capacity and demand summary reporting.	Dashboards, drill-down, heat maps, etc. Summarizes the demand and available capacity of a filtered list of resources across a program/portfolio of projects and operational commitments. Should be able to display the data in configurable time periods. Report should also include time tracked data. Please provide screenshots of sample reports including dashboards, heat maps, etc.

Rqmt. ID	Functionality	Description
40.	Product provides for project status reporting.	Summarizes the status of the projects including Key Project Data. Flexibility to include customer driven report design functionality providing the capability to configure and design reports based on requirements.
41.	Product allows for annotative notes to be collected, per project, per topic.	For example, when analyzing at budget information, product has ability to capture notes on variance, and can be seen by project team. Provide screenshots of how this shows up in reporting.
42.	Product provides standard set of "out of the box" reports in standard formats (e.g., .pdf).	Please provide screenshots of sample reports including dashboards.

Collaboration

Rqmt. ID	Functionality	Description
43.	Product supports document repository and sharing.	Please indicate if repository resides within the tool or outside of tool accessible by URLs.
44.	Supports stakeholder engagement outside the immediate project team.	Project visibility, access to documentation, ability to view status reports (without user license).
45.	Product captures lessons learned and includes them as part of a project management knowledge database.	Support for post-implementation reviews.
46.	Product captures and reports customer satisfaction.	

General Usability

Rqmt. ID	Functionality	Description
47.	Product supports the capability to build different workflows, templates, drop-down data, reporting requirements based on project categorization of various categories such as project type, or configurable domain.	Please indicate if this activity can be performed by users, system administrator or if professional services are required.
48.	Product supports the capability to edit/revise different workflows, templates, drop-down data, reporting requirements based on project categorization of various categories such as project type, or configurable domain to satisfy unique and changing business requirements.	Please provide the high level process and screenshots (if available) of how this would be accomplished. Please indicate if this activity can be performed by users, system administrator or if professional services are required.
49.	Product supports user-and project-level access and control.	Please also indicate ability to define what project information is shared in the view for each role.
50.	Provides completeness/error checks, data warnings and spell check for data entry.	
51.	Product provides for search, sort and filter capabilities.	
52.	System shall allow users to establish notifications based upon predefined thresholds and criteria around system objects.	
53.	Product has a Template Library.	
54.	Ability to support project management knowledge database.	To facilitate data storage and mining.
55.	Product has a project management help portal.	E.g. best practice content is integrated with the software application. The Project Management Help Portal assists to serve as a user reference manual that documents the organization's policies and processes.
56.	A Process Manual is available in context with the operation of the tool.	E.g. best practice content is integrated with the software application. The Process Manual assists to serve as a user reference training manual on how to utilize the product's functionality in context with operation of the tool. It should also document the logic behind the product algorithms.
57.	Product allows for the upload, and editing within the tool of project documentation in various formats.	For example, Microsoft Word, Excel, Project, PowerPoint, Visio and .pdf formats.

Rqmt. ID	Functionality	Description
58.	Product supports baseline plans, version control and supports audit detail.	Create baselines and manage multiple versions of scope, schedule, budget, resources, benefits, project document artifacts. Minimum requirement is simple check in/out and version control for project documents.
59.	Mobile access to the proposed product.	To facilitate access to timesheets and tasks. This may be via a native application (dashboard review or approvals of various phases of activity) or via a mobile browser but still taking advantage of the format.

Integration with Existing Toolsets/Systems

Rqmt. ID	Functionality	Description
60.	Product supports full project scheduling through integration with Microsoft Project.	Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product. Note that MS Project Online or Enterprise are not a current supported or utilized solutions.
61.	Product supports integration with Microsoft Excel.	Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.
62.	Product supports integration with Microsoft SharePoint.	Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.
63.	Product supports integration with agile tools.	For example, Jira. Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.
64.	Product supports integration with SAP (ERP system).	For example, for project costing, accounting, timecard data, employee data, etc. Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.
65.	Product supports integration with Microsoft Outlook email and calendars.	For task notification/resource assignment, auto-generated status updates, etc.
66.	Product supports integration with resource capacity/demand planning applications.	For example, Tempus software. Please indicate if integration is bidirectional or one-way. If one-way, indicate if it is import or export from proposed PPM product.

Cloud and Security

Rqmt. ID	Functionality	Description
67.	Access to the application is entirely through web browser with no required software at the desktop (other than standard browser based controls).	Supported browsers should include current versions of internet explorer, chrome, edge. Indicate if proposed solution requires a browser other than these listed.
68.	Product has the ability to integrate to existing security/user registration support.	For example, Active Directory or LDAP.
69.	Customer has the ability to access/download data on-demand.	For example, ability to regularly or on-demand download all project data for backup purposes, or if and when a change in providers or transition to an on premise solution is necessary. Indicate if this action requires professional services.
70.	Support for accessibility standards (e.g., Disability Discrimination Act or successors or equivalents).	Accessible Technology Initiative (ATI) aka ADA.

TPU Security Design Standards

Choose from one of the three options to indicate your CSP Designation (see Table 2) and move through the security review process. When giving responses on the Security Response Form (Appendix A), the guidelines below should be followed.

Table 2. CSP Designation Declared

CSP Designation	Submittal Guidelines
FedRAMP Authorized	<p>If the CSP has the following designation: FedRAMP Authorized:</p> <ul style="list-style-type: none"> • Respondent must provide the FedRAMP System Security Plan (SSP) supporting the FedRAMP Authorization. • Respondent must answer the TPU Cloud Procurement Questions in the Security Response Form (Appendix A).
FedRAMP In Process or FedRAMP Ready	<p>If the CSP has the following designation: FedRAMP In Process or FedRAMP Ready:</p> <ul style="list-style-type: none"> • Respondent must provide the FedRAMP System Security Plan (SSP) supporting the requested FedRAMP Authorization. • Respondent must provide TPU the completed FedRAMP-Low-or-Moderate-CIS-Workbook-Template submitted to FedRAMP • Respondent must answer the TPU Cloud Procurement Questions in the Security Response Form (Appendix A).
No FedRAMP Designation	<p>If the CSP has no FedRAMP designation:</p> <ul style="list-style-type: none"> • Respondent must provide Security Plans and Security Policies which apply to the Cloud Service. • Respondent must provide TPU a completed FedRAMP-Low-or-Moderate-CIS-Workbook-Template (the most recent version). Navigate to the following link to download the latest version of the SSP ATTACHMENT 9 - FedRAMP Low or Moderate Control Implementation Summary (CIS) Workbook Template: https://www.fedramp.gov/templates/. For reference documentation on the FedRAMP Security Controls Baseline, use the following link: https://www.fedramp.gov/assets/resources/documents/FedRAMP_Security_Controls_Baseline.xlsx • Respondent must answer the TPU Cloud Procurement Questions the Security Response Form (Appendix A).

TPU Core Controls and Audit

The TPU Core Controls are applied with all technology as a base required control. To verify the proper controls are implemented, TPU Cybersecurity will perform an audit on the system prior to Go-Live. All outputs from the control should be completed prior to a system going operational.

TPU Core Controls

TPU Control ID	TPU Control
TPU.ID.AM-1-1	System name and owners have been documented.
TPU.ID.AM-1-2	Physical and virtual asset owners have been documented.
TPU.ID.AM-1-3	Data owners have been documented.
TPU.ID.AM-1-4	Physical and virtual device Hostnames, Netmask, and Gateway have been documented.
TPU.ID.AM-2-1	Application owners, application name(s), and application versions have been documented.
TPU.ID.AM-3-1	All system and asset stakeholders have been identified and documented.
TPU.ID.BE-5-1	System and component criticality requirements have been identified, addressed, and documented in the architecture.
TPU.ID.GV-3-1	All legal and regulatory requirements regarding cybersecurity, including public disclosure, contract negotiations, privacy, and civil liberties obligations, are understood and managed.
TPU.ID.RM-1-1	System data have been categorized as low, medium, or high.
TPU.ID.RM-1-2	System assets have been categorized as low, medium, or high.
TPU.PR.AC-1-1	The primary identity manager used by TPU will be Microsoft Active Directory. Systems or assets unable to integrate with Active Directory will work with security to determine an acceptable identity management solution.
TPU.PR.AC-2-1	Only individuals with documented authorization have access to the physical asset.
TPU.PR.AC-2-2	Access to the physical asset is monitored and logged.
TPU.PR.AC-2-3	Unauthorized access attempts to the physical asset is configured to alert.
TPU.PR.AC-3-1	External remote access (access from the internet) requires multi-factor authentication.
TPU.PR.AC-3-2	Remote access to the system/asset is monitored and logged.

TPU Control ID	TPU Control
TPU.PR.AC-3-3	Unauthorized remote access attempts to the system\asset are configured to alert.
TPU.PR.AC-4-1	Access permissions to the system, asset(s), and application are documented and managed, incorporating the principles of least privilege and separation of duties.
TPU.PR.AC-5-1	System ports, protocols and services must be documented and configured to only allow authorized required traffic.
TPU.PR.AC-5-2	Network devices will be configured to limit traffic via firewall rules, routing, and network segmentation to ensure only authorized system traffic is allowed.
TPU.PR.AC-5-3	Implement host based firewalls when technically feasible to ensure only authorized system traffic.
TPU.PR.DS-1-1	This control is not required for the systems/assets that store and transmit data with a low classification designation. However, if the system or asset is capable of encryption, it must be enabled, configured and documented.
TPU.PR.DS-2-1	This control is not required for the systems/assets that process and transmit data with a low classification designation. However, if the system or asset is capable of encryption, it must be enabled, configured, and documented.
TPU.PR.DS-3-1	Document the processes and procedures for managing assets and components throughout the lifecycle of the system. This includes maintenance, upgrades, modifications, and removal.
TPU.PR.DS-4-1	Capacity resource requirements for the system and/or assets have been documented.
TPU.PR.DS-4-2	The system and/or assets are monitored for capacity thresholds.
TPU.PR.IP-1-1	All unnecessary system and asset components will be removed to include applications, drivers, source code, services, and interfaces.
TPU.PR.IP-1-2	The baseline must include: Network Configurations.
TPU.PR.IP-1-3	The baseline must include: Application Configurations.
TPU.PR.IP-1-4	The baseline must include: System Configurations.
TPU.PR.IP-1-5	The baseline must include: Security Configurations.
TPU.PR.IP-1-6	The baseline must include: User and Group Configurations.
TPU.PR.IP-4-1	Backups of systems, assets, and data are documented. Documentation should include roles and responsibilities.
TPU.PR.IP-4-2	Backups of systems, assets, and data are documented regarding periodicity of backups, maintenance, and testing.
TPU.PR.IP-9-1	Document and maintain incident response plans to ensure system/asset business continuity. The roles/responsibilities, processes and procedures should be identified and documented.

TPU Control ID	TPU Control
TPU.PR.IP-9-2	Document and maintain disaster recovery plans to ensure system/asset business continuity. The roles/responsibilities, processes and procedures should be identified and documented.
TPU.PR.IP-10-1	All system, asset and data incident response plans are tested.
TPU.PR.IP-10-2	All system, asset and data disaster recovery plans are tested.
TPU.PR.IP-12-1	System and asset vulnerabilities have been assessed and mitigated.
TPU.PR.IP-12-2	A patch management plan has been developed and documented for the system. This plan should include roles/responsibilities and referenced procedures.
TPU.PR.PT-3-1	TPU utilizes Role Based Access Control to limit the access to systems, assets and applications by incorporating the principle of least functionality. Document the role based access controls to the system, assets and applications based on the principle of least functionality.
TPU.DE.AE-3-1	Event Logging will be configured and sent to a centralized logging server for event management and alerting. This includes operating system and application logs.
TPU.DE.CM-4-1	Anti-malware clients must be installed and managed by a centralized server, if technically feasible. If the technology is not capable, a secondary approach will be determined in cooperation with TPU cybersecurity.
TPU.DE.CM-4-2	Anti-malware definitions shall be updated at a minimum monthly.
TPU.RS.AN-1-1	Alerts are configured and sent to the system/asset owner(s) or applicable security analyst(s) for review and response.
TPU.RS.AN-1-2	Roles and responsibilities are identified and documented regarding system notifications and alerts.

User Licensing Requirements

The following is a summary of the estimated number and type of system users. Tacoma Public Utilities reserves the right to proceed with acquisition of some, all, a reduced or higher number of the license role types (or proposed equivalents) listed below.

On the License Requirements Response Form (Appendix A), indicate the closest appropriate licensing match to referenced User Role under the column, "License Account Type" and indicate if the license is considered a named user or concurrent license. Provide the unit license pricing and extended license pricing by License Type. Extended licensing costs are required to be included on the Price Proposal Form (Appendix A).

User Role	Functionality	Estimated Number of Users
Business User	Submit requests, monitor status of own requests, and provide user sign-off. Perform approvals.	<100
Project Manager/Lead	Create, plan, and monitor project workplans—create and update tasks; create/maintain project resource profile; assign resources; schedule, define project exception rules; set notifications; maintain project templates, manage scope changes, issues, and risk. Monitor status and critical path. Manage project expenses and percentage complete. Email updates, messaging. Participate in deployment management. Perform approvals.	<20
Program Manager	Manage program. Prioritize programs and projects. Manage program and project initiation; monitor resource capacity and utilization; monitor program status, scope changes, issues and risk. Act on exceptions. Create and manage financial summaries for programs. Monitor and compare actuals to forecasts, monitor and/or perform earned value analysis; benefits monitoring and realization. Manage change control. Perform approvals.	<5
Portfolio Manager	Manage portfolio. Manage rating and prioritization of projects. Perform what-if portfolio scenarios. Evaluate value and mix of current and proposed projects. Rank and rate projects. Prioritize demand. Monitor resource capacity and utilization. Monitor scope changes, issues and risk. Create and manage financial summaries for programs and projects. Monitor and compare actuals to forecast, monitor and/or perform earned value analysis, benefits monitoring and realization. Actively resolve request information, update request information, assign requests, move requests through workflow. Manage change control. Report and Dashboards (read and write).	<5

User Role	Functionality	Estimated Number of Users
Analyst	Monitor initiative (schedule and cost) status; track issues; monitor scope changes, issues, and risk, maintain project templates; email updates, messaging. Actively resolve request information, update request information, assign requests, move requests through workflow.	<10
Resource Manager	Create and manage resource pools. Manage resource capacity and use. Review, freeze and approve timesheets. Close, cancel timesheets. Delegate functions. Compare work item forecasts versus actuals.	<25
Resource Analyst	Create and manage resource skills, pools, profiles, and capacity.	<10
Financial Analyst	Create and manage financial summaries for departments, programs and projects. Track and compare actuals to forecast, perform earned value analysis, benefits monitoring and realization.	<10
Team Members/ Consultants/ Contractors	Participate in project tasks and in request processes. Execute project tasks and update task status. Actively resolve requests - update request information. Participate in deployment management. Update applicable timesheets or time against work items.	<125
Sponsors, Executive Leadership, Managers	Overall visibility of status and metrics, drill-down to a specific level of detail on requests, task, projects, and packages requiring action and further review. Monitor project status and drill-down on exceptions. Ability to view financial summaries, earned value analysis and associated visualizations. Perform approvals.	<25
Administrator	Common administration functions such as set-up of users; manage licenses; assign security; configure user-defined project information, and configure report types and PPM Dashboard portlets. Configure object types; workflows; request types; and configure business rules. Define resource and regional calendars.	<5