



City of Tacoma, WA



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

REQUEST FOR PROPOSAL

**ADVANCED DISTRIBUTION MANAGEMENT SYSTEM (ADMS)
SYSTEM INTEGRATION SERVICES**

SPECIFICATION NO. PI24-0256F



**City of Tacoma
Tacoma Public Utilities
Utility Technology Services**

**REQUEST FOR PROPOSALS PI24-0256F
Advanced Distribution Management System (ADMS) System Integration
Services**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, January 14, 2025

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

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

For in person submittals, the City of Tacoma will designate the time of receipt recorded by the timestamp located at the lobby security desk, as the official time of receipt. Include the specification number on the outside of the sealed envelope. Late submittals will be returned unopened and rejected as non-responsive.

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Email: sendbid@cityoftacoma.org Maximum email size including attachments: 35 MB. Multiple emails may be sent for each submittal.</p> <p>Note: Email may pass through multiple servers before arriving at its destination. Please allow sufficient time for email delivery of submittals. Timely electronic delivery is at the risk of the supplier.</p>	<p>In Person: Tacoma Public Utilities Administration Building North, Main Floor, Lobby Security Desk 3628 South 35th Street Tacoma, WA 98409 Monday – Friday 8:00 am to 4:30 pm</p>
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Bid Opening: Submittals must be received by the City’s Procurement and Payables Division prior to 11:00 a.m. Pacific Time. Sealed submittals in response to a RFB will be opened Tuesday’s at 11:15 a.m. by a purchasing representative and read aloud during a public bid opening held at the Tacoma Public Utilities Administrative Building North, 3628 S. 35th Street, Tacoma, WA 98409, conference room M-1, located on the main floor. They will also be held virtually Tuesday’s at 11:15 a.m. Attend a Zoom meeting [via this link](#) or call 1 (253) 215 8782, using meeting ID # 884 0268 0573, passcode # 070737.

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

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

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

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

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

Project Scope: Tacoma Power is looking for a Solutions Integration partner to help the utility in replacing the current CGI Outage Management System (OMS) with an Advanced Distribution Management System (ADMS) from Aspentech (OSI). This includes a Planning Phase, then implementing a Program Development System (PDS)(Phase 0) and then replacement of the current OMS (Phase 1). The time-period expected for this

program is approximately 30 months. The scope for this RFP shall be contained to only the Planning Phase and Phase 0 and Phase 1 of the overall ADMS program.

Estimate: \$3,750,000

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

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

Title VI Information:

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Brittany Riolo by email to briolo@cityoftacoma.org.

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



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

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SUBMITTAL CHECK LIST

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

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

The following items make up your submittal package:	
Electronic copy of your complete submittal package	
Signature Page (Appendix A)	
Price Proposal Form (Appendix A)	
Information in Section 9, Content to be Submitted	
After award, the following documents will be executed:	
Services Contract	
Certificate of Insurance and related endorsements	

1. BACKGROUND

About Tacoma Public Utilities and Tacoma Power

The City of Tacoma's Charter provides for a Department of Public Utilities governed by a five-member Public Utility Board (Board) whose members are appointed by the City Council and typically serve one five-year term. The Department, which is also known as Tacoma Public Utilities (TPU), consists of Tacoma Power, Tacoma Water, Tacoma Rail, and other support divisions. TPU operates entirely from revenues from sale of services, not from taxes. It is governed by the Public Utility Board, the members of which appoint the Director of Utilities, and employs approximately 1,350 employees. In addition, TPU currently invoices utility account services for the City of Tacoma's Environmental Services Department.

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

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

This project will fall under the supervision of Utility Technology Services for implementation to initially target Transmission and Distribution (T&D).

Tacoma Power has a biennial budget of over \$900 million and employs approximately 810 employees.

Tacoma Power anticipates awarding a Master Agreement to the selected Vendor for System Integration strategy, implementation and management to support the Advanced Distribution Management System (ADMS). Tacoma Power has provided a high level proposed schedule for the delivery of the ADMS in a Phased Approach shown below. Tacoma Power would like to select a vendor for this Request for Proposal to assist us with Phases 0 and 1 from the chart below. Phases 2 and 3 will be addressed following completion of Phase 1.

Planning Phase: Hardware Procurement and Requirements Analysis and Systems Design.

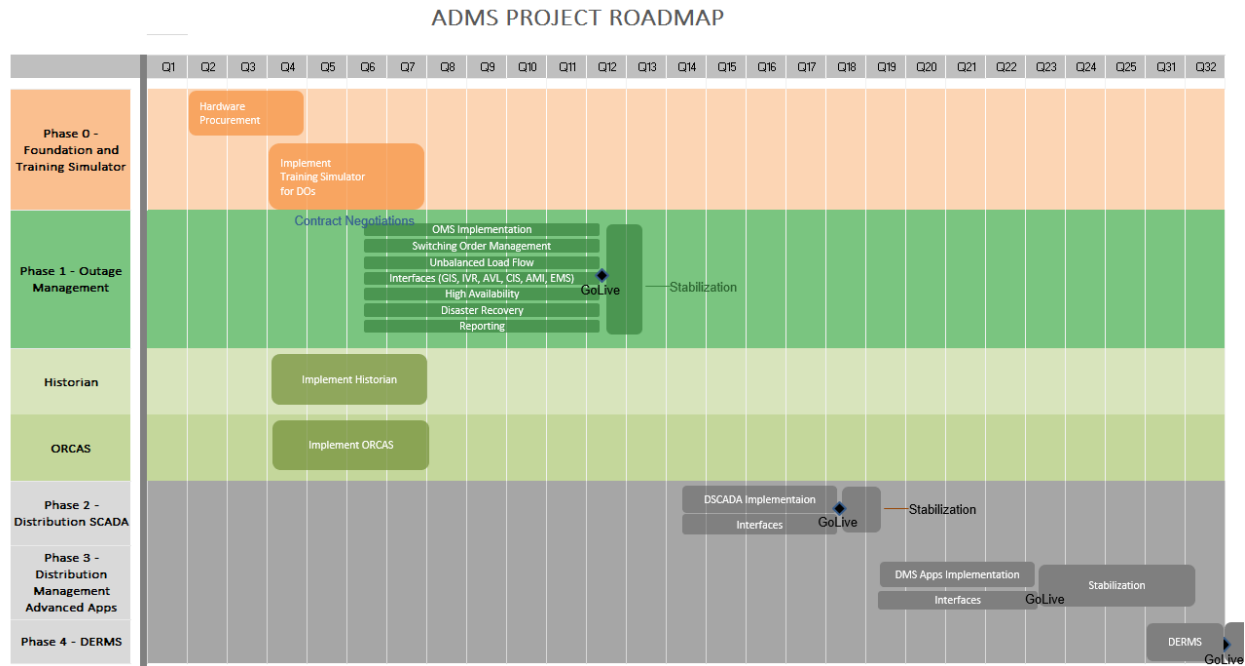
Phase 0: Implement Program Development System (PDS).

Phase 1: OMS Implementation; Completion of Dispatcher Training Simulator (DTS). Unbalanced Load Flow; Interfaces to an Esri Geographical Information System (GIS), Integrated Voice Response (IVR), Automated Vehicle Location (AVL), Customer Information System (CIS) via SAP, Advanced Metering Infrastructure (AMI).

Phase 2: DSCADA Implementation; Interfaces to devices in the field; Go Live; Stabilization

Phase 3: Distribution Management Systems (including Fault Location, Isolation, and Service Restoration (FLISR), Volt-Var control (VVC) Implementation; enhancement to AMI interface, Integration with Engineering Planning, Weather Forecast and Load Forecasting) and stabilization

Phase 4: DERMS implementation



Note: Sections in grey are not included in the scope of this RFP.

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

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

2. MINIMUM REQUIREMENTS

The vendor must have the following experience to be considered:

- The vendor must have been in business for at least 10 years, and
- Have at least 8 years experience leading system integration, and
- Successful implementation of OSI systems to at least 3 utilities based in North America, and
- These utilities must be of similar size, or larger, than Tacoma Power and Utilities, and
- The services must have been provided within the past 5 years, and
- A total annual revenue from systems integration consulting services of at least \$5M.

SCOPE OF SERVICES AND DELIVERABLES

The scope of this engagement corresponds to a Tacoma Power program that is replacing the current CGI Outage Management System (OMS) with an Advanced Distribution Management System (ADMS) from Aspentech (OSI). This includes a Planning Phase, then implementing a Program Development System (PDS)(Phase 0) and then replacement of the current OMS (Phase 1). The time-period expected for this program is (approximately 30 months). The scope for this RFP shall be contained to only the Planning Phase and Phase 0 and Phase 1 of the overall ADMS program.

As part of the ADMS Program, Tacoma Power will have an Organizational Change Management (OCM) vendor that will be tasked with working closely with the Solutions Integrator to provide Business Process mapping; UAT Test Scripts; Training Course Development, Training Management and Delivery and Management of a Stakeholder Network. In your response, feel free to reference any assumptions made relating to the OCM vendor.

While this project is in development, Tacoma Power will also be working on associated workstreams with a “Historian” implementation, an Operations, Reporting, Control and Analysis System (ORCAS) implementation and an Energy Management System (EMS) refresh initiative. Each of those workstreams will have their own Systems Integrator, but there will need to be some coordination between the OMS implementation and these other workstreams.

Tacoma Power intends to separate the scope of the Planning Portion and Implementation Portion in to distinct statements of work in order to expedite the kick off of the program. The first statement of work (“Planning Phase”) will consist of Task 1 and Task 2 in Section 9.3. This “Planning Phase” is expected to start as soon as possible after contract is signed. These tasks will provide the Solutions Integrator time with Tacoma Power and our ADMS software vendor to establish requirements and designs that will be used to create the subsequent statements of work that will encompass the bulk of the implementation and integration of Phase 0 and Phase 1 of the program.

3. CONTRACT TERM

Tacoma Power intends to separate this scope in to two statements of work under a single Master Services Agreement. The first statement of work will encompass early planning with the ADMS Vendor and TPU. The second statement of work will be for a three-year period with the option to renew the contract one additional two-year term. Tacoma Power reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

4. CALENDAR OF EVENTS

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

Contract may be issued after Public Utility Board and/or City Council approval.

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

Publish and issue RFP:	11/20/2024
Pre-Submittal Questions:	12/5/2024
Response to Questions:	12/17/2024
Submittal Due Date:	1/14/2025
Submittal Evaluated:	2/14/2025
Interviews/presentations, on or about:	February 2025
Award Recommendation:	March 2025
Public Utility Board/City Council Approval:	April 2025

5. INQUIRIES

5.1 Questions should be submitted to Brittany Riolo via email to briolo@cityoftacoma.org. Subject line to read:

PI24-0256F – ADMS System Integration Services – *VENDOR NAME*

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

5.2 Questions marked confidential will not be answered or included.

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

5.4 The answers are not typically considered an addendum.

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

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

6. PRE-PROPOSAL MEETING

6.1 A pre-proposal meeting will not be held.

7. DISCLAIMER

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

8. EVALUATION CRITERIA

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

Requirement ID	Section 9.1 Qualifications / Experience of Firm - 15 points
1	Please address each of the bullets in section 9.1
	Section 9.2 Qualifications of Personnel - 25 points
2	Please provide background and resumes for key team members
	Section 9.3 Approach/Methods used to Provide Services - 35 points
	Planning Portion
3	Task 1: Explain how you would approach the "Requirements Analysis" in section 9.3 in the RFP
4	Task 1: Please provide sample document(s) of a Requirements Deliverability Matrix
5	Task 2: Explain how you would approach the "System Design" in section 9.3 in the RFP
6	Task 2: Please provide sample document(s) showing how you would deliver this Task
7	Please provide an estimated schedule/timeline to deliver Tasks 1 and 2
8	Please separate the cost to deliver these Tasks from the overall Total
	Implementation Portion
9	Task 3: Explain your recommended overall project management approach to an integration project like this. (Note we will ask for some specifics in later questions)
10	Task 3: Provide a sample agenda and expected participants (by role or specialty) involved in the kickoff meeting
11	Task 3: Explain your preferred process in coordinating and facilitating project update meetings to stakeholders. Include any assumptions or expectations as well as approximate time commitment from Tacoma Power or vendors in this process.
12	Task 3: Provide a sample agenda, frequency and expected participants (by role or specialty) involved in the stakeholder project update meetings
13	Task 3: Explain how you prefer to track progress of deliverables. Include any assumptions or expectations as well as approximate time commitment from Tacoma Power or vendors in this process.
14	Task 3: Explain how you prefer to track any change requests identified by Tacoma Power that will affect implementation.
15	Task 3: Explain how you prefer to track defects during implementation and testing and how you prefer to address them during the course of the project. For example: Do you prefer to batch them together and address in groups?

16	Task 3: Provide an estimated schedule/timeline for delivering all requirements for Phase 0 and Phase 1. Include any assumptions or expectations as well as approximate time commitment from Tacoma Power or vendors in each portion of the development cycle.
17	Task 4: Provide a sample showing how you prefer to document the technical requirements of the integrations. If the same format as previous examples, still provide sample with integration specification.
18	Task 4: Provide a sample showing how you prefer to document data mapping
19	Task 4: Explain how you will conduct system level and end-to-end integration testing. Include any assumptions or expectations as well as approximate time commitment from Tacoma Power or vendors in this process.
20	Task 5: Provide a narrative that explains an example of the types of customization you have made to ADMS systems for other clients; or, in lieu of that, explain how you helped the client adapt previously-customized processes to use out-of-the-box functionality
21	Task 5: Provide a sample custom report (screenshot is fine) that you have created for other customers (redacted/sample data is fine)
22	Task 6: Explain how you will manage the requirements and implementation of configuration. Is it simultaneous with integrations? Include any assumptions or expectations as well as approximate time commitment from Tacoma Power or vendors in this process.
23	Task 6: Explain how you have been involved with implementing a Program Development System (PDS)
24	Task 7: What are some key learnings you have from data migrations on other projects. What are things that Tacoma may not be considering that could surprise us relating to data migration?
25	Task 7: Explain how you will approach the requirements for this task. Include any assumptions or expectations as well as approximate time commitment from Tacoma Power or vendors in this process.
26	Task 8: Explain how you will perform System Integration testing. Include any assumptions or expectations as well as approximate time commitment from Tacoma Power or vendors in this process.

27	Task 9: Explain how you envision the transfer of necessary information for training to the OCM vendor. Provide any sample documents you may have showing an example.
28	Task 10: Explain how you approach the Deployment/Cutover for our OMS. Include how 'dress rehearsal' works, how to make sure 'cutover' goes smoothly so Tacoma Power minimizes any downtime of active OMS.
29	Task 10: Provide a sample cutover plan
30	Task 10: Provide a sample dress rehearsal plan
31	Task 11: Explain your expectation of Post-Implementation Support. How are issues managed? Is there a 'hypercare' period? How long? What is level of support during 'hypercare' vs. 'Day 2' support?
	Section 9.4 Fees and Charges / Method of Billing / Hourly Rates – 15 points
	Section 9.5 Sustainability – 5 points
	Section 9.6 Equity in Contracting – 5 points
	Section 9.7 – Client References – 0 Points
	Section 9.7 Credit Card Acceptance – 0 points
	Section 9.8 Contract Exceptions – 0 points

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

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

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

Proposals should be formatted as 8 ½” x 11”. A “page” is defined as one single-side of a document that has written text or graphics. The font should be Times New Roman or Arial with font size no smaller than 11 and the margins shall be 0.75” or greater. Submittals should be limited to a

maximum of 30 pages, double-sided, or 60 pages total, excluding any required forms or resumes. All pages that exceed the specified page limit will not be part of the evaluation.

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

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

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

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

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

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

9.1 Qualifications/Experience of Firm – 15

Please address each of these items in your response within your company experience section. This will be considered by the internal Vendor Selection Committee.

- **Experience in Power Utilities:** The system integrator and implementation vendor must demonstrate a proven history of collaborating with power utilities, showcasing a deep understanding of the industry’s unique challenges and requirements.
- **Advanced Distribution Management System (ADMS) Expertise:** Specialized experience in architecture, designing, implementing, and upgrading OSI ADMS solutions is crucial.
- **Domain Knowledge:** In-depth knowledge of power distribution systems, grid operations, and the regulatory environment is essential for effective ADMS integration.
- **Integration and Implementation Experience:** Verifiable experience in integrating and implementing ADMS with existing, customizable and new systems, such as SCADA

(Supervisory Control and Data Acquisition), Esri GIS Utility Network (Geographic Information System), and other relevant applications.

- **Regulatory Compliance:** Ensure that the system integrator is familiar with and adheres to regulatory standards (NERC-CIP) and compliance requirements specific to the power utility industry.
- **Cybersecurity Expertise:** Given the critical nature of power distribution systems, the vendor should have robust cybersecurity measures in place in alignment with CIS Controls v8+ or NIST 800-53. This includes expertise in securing communication networks and data.
- **Project Management Skills:** Project management capabilities allowing the vendor to work successfully and efficiently with multiple stakeholders and complex timelines.
- **Knowledge Transfer:** The vendor should provide comprehensive documentation to our team and our OCM (Organizational Change Management) vendor in order to allow them to build training materials and ensure knowledge transfer for maintaining and troubleshooting the ADMS system after implementation.
- **Scalability:** Ensure that the ADMS solution is scalable to accommodate future expansion and increasing demands on the power distribution network.

9.2 Qualifications of Personnel – 25 points

Please provide background and resumes for key team members.

9.3 Approach/Methods used to Provide Services – 35 points

Planning Portion

Task 1: Requirements Analysis

Description

This task includes expectations for how the Systems Integrator should ensure that the solution implementation matches as closely as possible to the requirements.

System Integrator Deliverables

- Contribute to a comprehensive analysis of the client's business requirements and existing systems.
- Identify specific needs and challenges related to distribution management.
- Create a set of milestones with Tacoma Power and ADMS vendor that can be used as payment milestones within a Task Authorization of the subsequent implementation statement of work.
- Deliver a requirements traceability matrix

Task 2: System Design

Description

This task includes expectations for how the Systems Integrator should conduct the design workshops and work with the ADMS vendor on hardware, software and network specifications.

System Integrator Deliverables

- Contribute to design workshops with key stakeholders.
- Develop a comprehensive system design aligned with the client's requirements.
- Work with the ADMS vendor and TPU to specify hardware, software, and network components required for the ADMS.
- Maintain open design items/points and facilitate periodic working sessions to review and identify resolution for open design items/points.
- Review design with the Utility Technology Architecture Board (UTAB) and get TPU's approval before implementation.

Implementation Portion

Task 3: Project Management

Description

This task includes expectations for how the overall project should be managed, from the initial project kick off, to the regular project reporting and how defects are managed. This will need to be coordinated with the software vendor team as well as Tacoma Power's Project Management Office (PMO).

System Integrator Deliverables

- Develop and manage a detailed project schedule, including milestones and timelines.
- Conduct a kickoff meeting to align project stakeholders and set clear expectations.
- The SI team will actively facilitate and coordinate the processes to identify, track and maintain risks, actions, issues, decisions, and change requests that are identified throughout the course of the Project.
- Coordinate and facilitate regular project update meetings for effective communication. SI should provide written weekly status reports and conduct a bi-weekly status meeting.
- The SI team will track change requests identified by Tacoma Power which affect the implementation. The change requests tracking within the change control log will document scope and change control issues impacting the project timeline, resources and/or financials. This change control log will be used to present to during leadership and steering committee meetings to assist with documenting resolution of identified project changes. The results of the conclusions reached by leadership will be disseminated down to the project teams.

- Implement a robust system to manage vendor defects throughout the project.

Assumptions

- Project schedule should include resources and tasks for TPU, the ADMS vendor and the SI.

Task 4: Integration Planning and Implementation

Description

This task includes expectations for how the Systems Integrator should develop and implement the ADMS interfaces.

System Integrator Deliverables

- Devise a detailed plan for integrating and implementing the ADMS into the existing infrastructure.
- Review, validate, and modify the integration designs for the in-scope interfaces.
- Verify and document functional and technical details of the integration points already identified with the ADMS vendor with other systems.
- Work with TPU Cybersecurity to apply available security controls to protect system-to-system communication.
- Develop and implement interface utilizing a messaging bus where appropriate.
- Responsible for overall system-level and end-to-end integration and testing, with support from OSI for OSI system interface functions provided by OSI.
- Create the overall (end-to-end) interface design that encompasses OSI's applications and APIs, any 3rd-party applications, and any middleware used for integration.
- Create any needed data mapping between OSI's API message payloads and any 3rd- party applications or intermediate systems.
- Integrate with OSI's APIs per the interface designs and data mappings.

Task 5: Custom Functionality

Description

This task includes expectations for how the Systems Integrator should work with TPU to design and develop all custom functionality required by TPU.

System Integrator Deliverables

- Work with Tacoma Power to determine which custom functionalities are critical to Tacoma Power's Operations.
- Develop and implement all critical functionalities previously listed or identified during the review process.
- Review, validate, and modify the integration designs for the in-scope interfaces.

- Utilize the System Development Life Cycle (SDLC) process to deliver requirements, design, development and verification of the custom functionality including the review and supervision of the development
- Create approximately 15-30 custom reports out of the ADMS
- Create custom alarms
- Design and develop any other functionality not delivered by the ADMS Vendor that is required by Tacoma Power

Task 6: System Configuration

Description

This task includes expectations for how the Systems Integrator should manage the configuration planning of the ADMS solution and the custom operational configurations beyond the standard Aspentech baseline functional configuration. Tacoma Power assumes that the ADMS Vendor (not the Solutions Integrator) will be responsible for establishing the Program Development System (PDS) in Phase 0.

System Integrator Deliverables

- Configure ADMS to meet the specific requirements of the client.
- Develop all necessary interface modules working with the ADMS vendor based upon their supported capabilities.
- Configure system software to align with to-be process and for end user operational use
- Work with TPU Cybersecurity to harden systems according to industry standards.
- Build any additional custom displays, triggers, databases, and reports (if any) using the PDS
- Configure the TPU side of all interfaces and make any required data available to OSI for import into the system
- Configure the following in the OMS:
 - Job and Crew Assignment Workflows
 - Job, Call, and Crew Types and rules
 - Job, Call, Crew, etc. Custom fields
 - OMS Display Layouts and Desktops
 - Dashboard/reports
 - Other application use cases as required

Task 7: GIS Data Load and Data Migration

Description

This task includes expectations for how the Systems Integrator should manage GIS data load and migration portion of the project.

System Integrator Deliverables

- Create a data mapping dictionary to guide the migration process.

- Work with TPU to determine appropriate range of historical data needed for migration.
- Work with the ADMS vendor and TPU to load initial data from the GIS into the ADMS.
- Produce datasets as per migration requirements.
- Plan and execute the migration of existing data to the new ADMS.
- Conduct knowledge transfer sessions with TPU for loading GIS data and maintaining the migrated data.
- Identify GIS data quality issues and work with TPU and the ADMS vendor on remediation plans.
- Plan and execute the migration of 2 years of existing data to the new ADMS.

Task 8: Testing

Description

This task includes expectations for how the Systems Integrator should manage the testing process, including the development of test cases, executing the test cases and document results.

System Integrator Deliverables

- Develop and write test cases for System Integration.
- Create and manage requirements and traceability of test cases to corresponding product and project requirements.
- Conduct thorough testing of the ADMS to identify and either rectify any issues or work with the product vendor to rectify the identified issues at each stage.
- Perform integration and implementation testing with other systems to ensure seamless operation.
- Implement defect and resolution management processes.
- Provide information as necessary to OCM vendor to allow them to build User Acceptance Testing test scripts.
- Manage and execute use cases during the testing process
- Direct end-to-end testing between external systems and the ADMS system with OSI support
- Create, if needed, test data for specific use cases.

Task 9: Training

Description

This task includes expectations for how the Systems Integrator should manage training, including how to support the Organizational Change Management (OCM) vendor and overall logistics of training.

System Integrator Deliverables

- Support the training efforts of the OCM vendor by providing necessary knowledge and documentation needed for OCM vendor to create training program.

Task 10: Deployment / Cutover

Description

This task includes expectations for how the Systems Integrator should manage the deployment of the ADMS system into production.

System Integrator Deliverables

- Develop a readiness review document to assess the system's preparedness for cutover.
- Develop a detailed implementation plan
- Develop a detailed cutover plan
- Perform a dress rehearsal of cutover
- Provide on-site support for production cutover for OMS release.
- Offer post-cutover support to address any issues arising from the cutover process.
- Plan and execute a phased deployment of the ADMS to minimize disruptions.
- Monitor the system during the initial deployment phase.

Task 11: Post-Implementation Support

Description

This task includes expectations for the Systems Integrator's responsibilities for support after the ADMS system is in production. The ADMS Vendor is committed to providing

System Integrator Deliverables

- Offer ongoing support for any issues or questions that arise after deployment.
- Provide regular maintenance and updates to ensure optimal performance of the ADMS.

9.4 Fees and Charges / Method of Billing / Hourly Rates – 15 points

Provide a cost of proposal including breakdown of fee structure, hourly rates, deliverables, etc. Please make sure to separate the cost of providing Task 1 and Task 2 (from Section 3) from the overall total.

9.5 Sustainability – 5 points

NOTE: This section will be graded on a pass/fail basis.

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

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

Yes No

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

B. Does the Respondent have:

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

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

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

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

9.6 Equity in Contracting – 5 points

NOTE: This section will be graded on a pass/fail basis.

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

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

Women Business Enterprise (WBE)

9.7 Client References – 0 points

Provide three client references able to verify the firm’s overall expertise for this type of work. The references must have completed a project with the vendor within the past two years. Provide complete information such as name of company, contact person, address, phone number, and email address.

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

9.8 Credit Card Acceptance – 0 points

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

9.9 Contract Exceptions – 0 points

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

10. INTERVIEWS / ORAL PRESENTATIONS

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

Tacoma Power reserves all rights to begin contract negotiations without conducting interviews.

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

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

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

11. RESPONSIVENESS

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

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

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

12. ACCEPTANCE / REJECTION OF SUBMITTALS

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

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

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

13. CONTRACT OBLIGATION

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

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

14. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS

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

15. INSURANCE REQUIREMENTS

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

16. PARTNERSHIPS

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

17. COMMITMENT OF FIRM KEY PERSONNEL

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

18. AWARD

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

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

19. ENVIRONMENTALLY PREFERABLE PROCUREMENT

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

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

- Durability, reusability, or refillable;
- Pollutant releases, especially persistent bioaccumulative toxins (PBTs), low volatile organic compounds (VOCs), and air quality and stormwater impacts;

- Toxicity of products used;
- Greenhouse gas emissions, including transportation of products and services, and embodied carbon
- Recycled content;
- Energy and water resource efficiency;

20. PROPRIETARY OR CONFIDENTIAL INFORMATION

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

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

21. ADDENDUMS

In the event it becomes necessary to revise any part of this RFP, an addendum will be posted alongside specifications at www.tacomapurchasing.org. Failure to acknowledge addendum(s) on the required Signature Page may result in a submittal being deemed non-responsive by the City.

22. LEAP REQUIREMENTS

This project has no LEAP requirements, however, the City of Tacoma is committed to equality in employment for WA-State approved Apprentices, City of Tacoma residents, residents of local economically distressed areas, youth, veterans, minorities, and women. Please contact the [LEAP Office](#) for assistance in locating qualified employees. Visit the [LEAP website](#) for more information.

23. EQUITY IN CONTRACTING

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

APPENDIX A

Signature Page

Suggested Price Proposal Form

SIGNATURE PAGE

**CITY OF TACOMA
UTILITY TECHNOLOGY SERVICES**

All submittals must be in ink or typewritten, executed by a duly authorized officer or representative of the bidding/proposing entity, and received and time stamped as directed in the **Request for Proposals page near the beginning of the specification**. If the bidder/proposer is a subsidiary or doing business on behalf of another entity, so state, and provide the firm name under which business is hereby transacted.

**REQUEST FOR PROPOSALS SPECIFICATION NO. PI24-0256F
ADMS System Integration Services**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

Authorized Signatory E-Mail Address

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

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

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

E-Mail Address for Communications

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.

Suggested Price Proposal Form

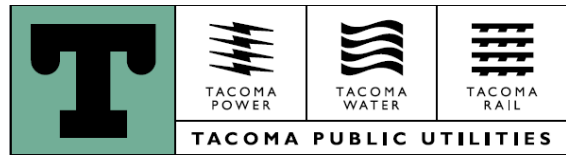
Work Product explained	Estimated Hours	Rate	Sub Total

APPENDIX B

Sample Master Supplier Business and Services Agreement

Sample Statement of Work under Master Agreement

Sample Task Authorization Form



Contract #

Master Supplier Business and Services Agreement

This Master Supplier Business and Services Agreement is between the City of Tacoma, hereinafter referred to as “City” and *[insert Supplier name]*, a *[insert place of organization and entity type]*, hereinafter referred to as “Supplier”. City or Supplier may be referred to as “Party” or collectively as “Parties.” This Master Supplier Business and Service Agreement, hereinafter referred to as the “Master Agreement,” will be effective on the date indicated below (the “Effective Date”).

Addresses and Contact Details

City	Supplier
Address: 3628 South 35 th Street Tacoma, WA 98409-3192	Address:
Attention:	Attention:
Phone Number:	Phone Number:
Email Address:	Email Address:
	Tax ID:

EXHIBITS

The following Exhibits are referenced and made part of this Master Agreement:

- a. Exhibit A – City of Tacoma Insurance Requirements
- b. Exhibit B – Infrastructure and Data Security
- c. Exhibit C – Change Request Sample form

TERMS AND CONDITIONS

SECTION 1 Term.

Effective Date: _____.

This Master Agreement shall commence on the Effective Date and will continue until it is terminated according to the terms herein. Each individual Agreement shall have its own term and shall terminate per the specifications of that Agreement.

SECTION 2 Definitions.

The following capitalized terms, as used in this Master Agreement, shall be defined as follows:

2.1 “Affiliate(s)” means any legal entity that owns, is owned by, or is commonly owned with a party. “Own” means having more than fifty percent (50%) ownership of the shares or other equity in such entity or the right to direct the management of the entity.

2.2 “Agreement” means the legally binding obligations between the City and the Supplier for completion of Work consisting of this Master Agreement and any of the following, as applicable:

- Statement(s) of Work executed pursuant to the terms of this Master Agreement.
- Software License Agreements and/or maintenance and support agreements referenced and incorporated into an Agreement.
- Any policies or procedures specifically referenced in an Agreement or provided to Supplier by the City.
- Any other exhibits referenced and incorporated into an Agreement.
- Any duly authorized and executed amendments and/or change orders.

2.3 “City” means the City of Tacoma, and includes, as applicable, the City of Tacoma’s department of Public Utilities d.b.a. “Tacoma Public Utilities”, the department of Public Utilities’ Light Division d.b.a. “Tacoma Power,” Water Division d.b.a. “Tacoma Water,” and/or Rail Division d.b.a. “Tacoma Rail.”

2.4. “City Data” means all City owned Data disclosed to, learned by, and made accessible to Supplier by City, or inputted into, maintained in, or generated as output or reports generated by, or from Supplier’s Hardware, and/or Supplier’s provision of Services. City Data includes information derived from City Data. At all times, City Data shall be the property of the City.

2.5. “City Materials” means any tangible or intangible materials (including, without limitation, hardware, software, source code, documentation, methodologies, know how, processes, techniques, ideas, concepts, technologies, and data) provided by or on behalf of City to Supplier to perform the Work. City Materials include any modifications to, or derivative works of, the foregoing materials, City Trademarks, and any City Data entered into any Supplier database or cloud storage as part of the Work. City Materials do not include:

- Any materials or products obtained by Supplier from the City through a contract, agreement, or other arrangement with the City outside of and/or not including this Agreement; or
- Any source code as described, defined, or listed in any license agreements between the Parties.

2.6. “Claim(s)” means all claims, actions, demands, proceedings, lawsuits, losses, liens, expenses, damages, costs, and liabilities of any kind.

2.7. “Confidential Information” is defined in Section 9.

2.8. “Data” means any information, including electronic, non-electronic, written, or printed information, created or provided under an Agreement.

2.9. “Deliverables” means the Work specified to be completed by Supplier in an applicable Scope of Work and may include Intellectual Property, work product, materials, equipment, products, Software, reports, or data supplied, developed, or completed by Supplier (or a Subcontractor of Supplier) for City.

2.10. “Hardware” means all devices, equipment, and physical material purchased and installed in the performance of the Work outlined within an Agreement. “Hardware” does not include devices and equipment used for the general purpose of Supplier’s daily business that is not associated with an Agreement’s approved project or Deliverable.

2.11. “Intellectual Property” or “IP” means all intellectual property rights throughout the world, whether existing under statute or at common law or equity, now or hereafter in force or recognized, including:

- Copyrights, trade secrets, trademarks and service marks, patents, inventions, designs, logos and trade dress, “moral rights,” mask works, and other intellectual property rights, including any derivations and/or derivative works as may now exist; and
- Any application or right to apply for any of the rights referred to in Section 5 and all renewals, extensions, and restorations.

2.12. “Maintenance” means support and maintenance of Software or equipment provided by, implemented, and/or integrated by Supplier, and other such services for Software support and management.

2.13 “Personal Information” is defined in Section 9.2.

2.14. “Policies” means City, or other applicable government entity, policies, procedures, requirements, and guidelines described in an Agreement or provided to Supplier by City.

2.15. “Services” means the services specified in an Agreement or otherwise performed by Supplier under an Agreement.

2.16. “Software” means Supplier proprietary software that is specified and to be purchased pursuant to an Agreement. The term “Software” includes any patches, upgrades, updates, and modifications of Software that are provided to City pursuant to an Agreement, including software documentation. The term “Software” also includes software accessed or used as software as a service (SaaS), data as a service (DaaS), infrastructure as a service (IaaS), or platform as a service (PaaS).

2.17. “Software License Agreements” means Supplier’s written license terms and conditions applicable to Supplier’s Software, including license forms and/or end user license agreements (EULA), supplied to the City pursuant to an Agreement.

2.18. “Statement of Work” or “SOW” means any written electronic or paper agreement(s) signed by the authorized representatives of both Parties expressly referencing this Master

Agreement and which describes Work to be performed and/or the purchase of Hardware, Software, Services, Deliverables, and/or Maintenance.

2.19. “Subcontractor(s)” means either a third party or Affiliate to whom the Supplier contractually delegates one or more of its obligations under this Agreement.

2.20. “Supplier IP” means Supplier’s pre-existing or independently developed proprietary tools, processes, or intellectual property (“IP”); and any modifications to or derivative works of the foregoing that Supplier creates as a part of the Work.

2.21. “Trademark” means trademarks, service marks, and logos identified and provided by City under an Agreement.

2.22. “Work” means everything to be provided and done for the fulfillment of an Agreement and shall include all Data, Deliverables, Hardware, Software, Services, and Maintenance specified under an Agreement, including duly authorized and executed SOWs, amendments, change orders, and purchase orders.

SECTION 3 Provision of Work: Scope and Requirements.

3.1. Scope of Work. All Work, Services, Software, Maintenance, Hardware, Data, or Deliverables to be provided by Supplier to City shall be described in a corresponding Statement of Work. Each SOW must be in writing and duly signed and authorized by the Parties. This Master Agreement shall apply to each SOW. Any City department may execute an SOW with Supplier. Any necessary legal or other requirements associated with specific Work, Services, Software, Maintenance, Hardware, Data, or Deliverables not provided for in this Master Agreement shall be detailed in the associated SOW. Supplier shall diligently and completely perform the Work required by an SOW.

3.1.1. SOW Term. All Work, Services, and Deliverables shall be provided on or before the termination or due date as specified in a given SOW and the SOW shall expire on that date unless mutually extended in writing by the Parties.

3.1.2 Public Work Excluded. The Services and/or Work contracted for in any SOW may not include public works and improvements as defined in RCW 39.04 as that statute may be hereafter amended.

3.2 Delay. In the event Supplier is unable to proceed with performance under an Agreement due to a delay solely attributable to City, Supplier shall advise City of such delay in writing as soon as is practicable.

3.3 Shipping and Delivery

3.3.1. Shipping. Hardware and Deliverables must be delivered 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.

3.3.2. Delivery. Delivery will be to the designated address set forth in an SOW or Agreement. 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.

3.3.3. Idling Prohibited.

3.3.3.1. The City 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.

3.3.3.2. Vehicles and/or diesel fuel trucks shall not idle at the time and location of the delivery to the City 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.

3.4 Changes to Scope of Work.

3.4.1 Hardware and Deliverables. In relation to Hardware, physical copies of Software, Deliverables, or other products specified in an Agreement, the City at any time by written change order or other form of written amendment to the Agreement 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.

3.4.2 Change Order Control Procedures. A Party requesting a Change Order shall follow the Change Control Procedures specified herein. A Change Order Form is attached hereto as Exhibit [##] and will be applicable to each Agreement between the Parties. A Party seeking a Change Order shall fill out and otherwise complete the Change Order Form and submit it to the other Party. The completed Change Order Form will include a detailed proposal for such change and the requested change to the applicable Agreement, compensation, or both. Thereafter, pursuant to this Section 3.4, the Parties will negotiate in good faith to reach a mutual agreement regarding the Change Order within a reasonable amount of time. 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 an Agreement or as otherwise provided by Tacoma Municipal Code. Material changes to the scope, price, term, or terms and

conditions of an SOW or the Agreement may, in accordance with City Policies, require an amendment signed by authorized representatives of the Parties.

3.4.3 Change Order Disputes. If a dispute arises during negotiations of a Change Order, the Parties will follow the informal dispute resolution procedures outlined in Section 16.4.

3.5 Acceptance of Deliverables. Agreements may specify Deliverables to be completed by Supplier. Unless otherwise agreed to in writing, the City will evaluate each Deliverable specified in an Agreement and accept or reject it within fifteen (15) business days after receipt. Acceptance of Deliverables will be in writing on a form mutually agreed to by each Party. If the City rejects a Deliverable, Supplier will use commercially reasonable efforts to repair or replace the affected portion of the Deliverable that is not in compliance with the Agreement within ten (10) business days, unless otherwise mutually agreed to in writing. If Supplier is unable to fix or bring the affected portion of the deliverable into compliance with the terms of the applicable Agreement, the City may at its option either: (1) reject the affected portion of the Deliverable without further obligation to pay for the rejected portion of the Deliverable or (2) continue to work with Supplier to resolve the affected portion of the Deliverable.

SECTION 4 Supplier Personnel / Subcontractors

4.1 Personnel. At City's request, Supplier will promptly remove or replace any individual performing Work.

4.2 Wages, benefits, work schedules. Supplier is responsible for all wages, fringe benefits, payroll taxes, insurance, work schedules, and work conditions regarding its employees, contractors, or other resources performing Work under the Agreement.

4.3 Subcontractors. Supplier will not subcontract any Work to any third party without City's prior written consent. If City approves the use of a Subcontractor, or if Supplier uses a Subcontractor without the prior written permission of City, Supplier will:

- (1) Remain obligated under the Agreement for performing the Work;
- (2) Require each Subcontractor to agree in writing to the terms of the Agreement for the work performed by the Subcontractor;
- (3) Require each Subcontractor to agree in writing that City is an intended third-party beneficiary of its agreement with Supplier; and
- (4) Pay all amounts due to Subcontractor.

Supplier's use of a Subcontractor without City's permission shall not be construed as a waiver by the City of the requirements of this or any relevant section.

4.4 Supplier to provide equipment and technology. Unless otherwise specified in an Agreement, Supplier will provide, at its expense, its own equipment, software, and other items required to perform the Work. Supplier will ensure that its equipment, software, and systems are compatible with City's equipment, software, and systems as necessary to perform the Work.

4.5 Specific Personnel. If Supplier represents to the City that certain personnel will be responsible for performing Services and Deliverables under an Agreement, then the Supplier shall be obligated to ensure that said personnel perform said Services to the maximum extent permitted by law unless otherwise agreed upon in writing by the Parties.

SECTION 5. Use of City Materials and Data.

5.1 Ownership of pre-existing IP. Each Party will own and retain all rights to its pre-existing IP and any IP developed outside of the Work performed under the Agreement.

5.2 Supplier's use of City Materials. All City Materials are provided "as-is" without warranty of any kind. City is not obligated to provide technical support, maintenance, or updates for City Materials unless otherwise provided in an Agreement. Supplier will take all reasonable precautions to protect and ensure against loss or damage, theft, or disappearance of the City Materials. Supplier will not modify, reverse engineer, decompile, or disassemble City Materials except as allowed by City to perform Work. Supplier assumes the risk of loss, damage, unauthorized access or use, or theft or disappearance of City Materials in Supplier's (or Subcontractors') care, custody, or control.

5.3. Misuse of City Materials. If Supplier misappropriates or fails to return City Materials or any City property according to an Agreement, Supplier will pay City the estimated retail price for such City Materials or property.

5.4. License to use City Materials. In the event City Materials are to be licensed for Supplier use, the license and associated terms and conditions for use of said City Materials will be specified in an applicable Agreement. Supplier shall have no right to sublicense the right to use licensed City Materials, except as necessary to any approved Subcontractor. Supplier will not modify, reverse engineer, decompile, or disassemble licensed City Materials except as allowed by City to perform Work.

5.5. Termination of license and return of City Materials. City may revoke the license to use licensed City Materials at any time for any reasonable business reason or as specified in the applicable license terms and conditions. The license will terminate automatically on the earlier of the expiration or termination of an Agreement. Supplier will promptly return any licensed City Materials on request or termination of Supplier's license.

5.6 Supplier's use of third-party Intellectual Property. Supplier will obtain City's express written consent before using any Supplier or third-party IP, including Supplier or third-party Software in a manner that would: (1) cause it to be included in any Deliverables; (2) alter or affect City's ownership interests in any Deliverables; or (3) be required for the Deliverables to be used, modified, or distributed by City.

5.6.1 The City will not be responsible or liable to any third party or Supplier for any third party or Supplier IP incorporated or used in any Deliverable or Work with or without the City's permission. Regardless of incorporation or use, Supplier will be considered to be the owner of such Supplier IP.

5.7 Ownership of Intellectual Property Rights in Deliverables and Work. The provisions of this Section 5.7 are subject to (1) Supplier's retention of its rights in any Supplier IP as provided in Section 5.1 (Ownership of pre-existing IP) and (2) any third party's retention of its rights in any IP licensed to City. To the extent the Supplier creates any work including Deliverables subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of any Agreement Supplier grants to the City a fully paid perpetual license to use, any work created IP included in the Deliverables.

5.7.1 Use of Proprietary Skills. Use of proprietary skills, tools, and data. Each Party reserves the right to use, for any purpose, any programming tools, skills, and techniques previously acquired, developed, or used in the performance of Work. Nothing in an Agreement shall be construed as restraining either Party, their employees, or agents in the use of the techniques and skills of computer programming and design which may be utilized or acquired during performance of an Agreement.

5.7.2 License to Use. Supplier grants to City, subject to the terms of this Master Agreement, a personal, nontransferable, nonexclusive license to use and copy the Deliverables or IP created pursuant to the Work in any Agreement solely for City's internal business purposes.

The rights granted hereby shall survive the expiration or termination of an Agreement.

5.8 Ownership of City Data

5.8.1. City reserves all rights, title and interest in and to City's Data. Supplier makes no claim to any right of ownership in it. Supplier has no property interest in, and may assert no lien on or right to withhold from City, any Data it receives from, receives addressed to, or stores on behalf of the City.

5.8.2. All records, data and files stored by Supplier as archives of City Data, including the media on which they are stored, are the exclusive property of the City, and Supplier may assert no lien on or right to any of the same. Should the City wish to download, transfer, delete or manipulate any City Data, the City has the ability to do so during the period of performance of the Agreement and for a period of ninety (90) days after individual Agreement termination.

5.8.3. Supplier may retain any City Data hosted in a cloud-based service. City shall have the ability to access City Data hosted in a cloud-based service at any time with prior notice during the Term of an Agreement. The City may export and retrieve its City Data during the Term of an Agreement and, no later than thirty (30) days from the termination of an Agreement, Supplier shall export City Data to City's custody and control.

5.9 Use of Data or Information. If the Supplier intends to rely on information or Data supplied by the City, or other City contractors or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City. Supplier is not entitled to rely on any information or data supplied by the City and is obligated to independently verify any information or data supplied by the City.

5.10. Personal and Confidential Information. To the extent City Data contains Personal Information, Confidential Information, or Private or Proprietary Customer Information, Supplier shall comply with the obligations and restrictions relating to such information specified in Section 9.

SECTION 6 Infrastructure and Data Security.

6.1 Supplier acknowledges that City Data is critical to the City and Personal Information must be kept strictly secure. Supplier represents to the City that its product or service complies with the relevant security standards outlined in **Exhibit [##]** attached hereto.

SECTION 7 Compensation.

7.1. Compensation. City shall compensate Supplier as specified in each SOW or Agreement. Said compensation shall be the total compensation for Supplier's performance including, but not limited to, all Work, Services, Deliverables, Software, Hardware, Maintenance, 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 and mutually executed change order or other form of amendment. Payment(s) made in accordance with the SOW and/or an Agreement shall fully compensate Supplier for all risk, loss, damages or expense of whatever nature, and Supplier's acceptance of payment by the City shall constitute a waiver of all claims submitted by Supplier. In the event Supplier incurs costs in excess of the sum authorized under a given SOW and/or Agreement, the Supplier shall pay such excess from its own funds, and the City shall not be required to pay any part of such excess, and the Supplier shall have no claim against the City on account thereof.

7.2 Payment Terms.

7.2.1. Payment shall be made through the City's ordinary payment process and shall be considered timely if made within thirty (30) calendar days of receipt of a properly completed and submitted 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 under an applicable SOW or Agreement until such time as Supplier modifies such services or deliverables to the satisfaction of the City.

7.2.2. 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 Agreement or applicable Deliverable 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.

7.2.3. City will make all payments to Supplier according to City's then-current payment Policies.

7.3 Packing Slips and Invoices

7.3.1 Each invoice shall show the City Agreement number, purchasing 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.

7.3.2 For transactions conducted in SAP Ariba, invoices shall be submitted directly through Ariba.

7.3.3 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.

7.3.4 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 submitted within thirty (30) calendar days of the SOW or Agreement payment schedule and electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) pcardadmin@cityoftacoma.org.

7.3.5 Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of an Agreement are superseded and shall not apply to the Agreement unless expressly accepted in writing by the City.

7.3.6 Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in an Agreement 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. Supplier shall package orders, preferably in environmentally friendly packaging such as reduced packaging and recyclable packing materials.

7.4. Disputed Amounts. City may dispute any invoice amount (each, a "Disputed Amount") by providing written notice or rejecting the invoice. Partial payment is notice from City of a Disputed Amount. City will make commercially reasonable efforts to notify Supplier in writing of any Disputed Amount within sixty (60) calendar days of receiving the applicable invoice. Neither failing to provide notice nor payment of an invoice is a waiver of any claim or right. City will have sixty (60) calendar days from the date a dispute is resolved to pay Supplier.

7.5. Late invoices. City has no obligation to pay any invoice received one hundred twenty (120) calendar days or more after the date Supplier was required to invoice City under an Agreement. This does not apply to:

- Disputed Amounts;
- Rejected invoices subject to correction;

- Invoices, which are delayed due to the actions or inactions of City; or
- Delays agreed upon in writing.

7.6 Taxes.

7.6.1. 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.

7.6.1.1 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.

7.6.1.2. 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 each invoice.

7.6.1.3. City of Tacoma Business and Occupation Tax. 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. Buyer shall pay all applicable Business and Occupation Taxes.

7.6.2. Other Taxes. Unless stated otherwise herein or required otherwise by law, all other taxes are the responsibility of Supplier. 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.

7.6.3. If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Master Agreement, 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.

7.6.4 This section will govern the treatment of all taxes relating to each Agreement formed pursuant to this Master Agreement.

SECTION 8. Suspension and Termination

8.1 Suspension. The City may suspend any Agreement, at its sole discretion, upon seven (7) calendar days' written notice to the Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to the Supplier's reasonable expenses and shall be subject to verification. The Supplier shall

resume performance of services under the suspended SOW or the Agreement without delay when the suspension period ends. Suspension of an Agreement or this Master Agreement by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance hereunder.

8.2 Termination for convenience.

8.2.1. City's Right. Without prejudice to any other remedies, City may terminate this Master Agreement, an Agreement, any Software License Agreement subject to an Agreement, or any SOW, at any time without cause by giving sixty (60) calendar days written notice. If City terminates any of the above listed agreements for its convenience, its only obligation will be to pay for: (1) Work or Deliverables it accepts before the effective date of termination; or (2) Work performed, where City retains the benefit after the effective date of termination.

8.2.2. Supplier's Right. Supplier's right to terminate for convenience shall be solely limited to withdrawing from entering into any future SOWs or Agreements.

8.3 Termination for cause. Either Party may terminate this Maser Agreement, an Agreement, any Software License Agreement subject to an Agreement, or any SOW due to the other Party's material breach of the Agreement. The non-breaching Party must give the breaching Party thirty (30) calendar days' written notice to cure its breach. Either Party may immediately terminate the Agreement on written notice of a breach of the confidentiality requirements of Section 9 of this Master Agreement.

8.4 Insolvency. The insolvency or adjudication of bankruptcy, the filing of a voluntary petition in bankruptcy, or the making of an assignment for the benefit of creditors by either Party will be a material breach of the Agreement. For the purposes of the Agreement, "insolvency" means either (a) the Party's liabilities exceed its assets, each fairly stated, or (b) the Party's failure to timely pay its business obligations in the regular course of business.

8.5 Effect of termination.

8.5.1 Return of Confidential Information and Deliverables. Unless required otherwise by applicable law or otherwise instructed, within fifteen (15) calendar days of the effective date of termination of an Agreement, Supplier will deliver to City any affected Deliverables or Work in progress and all data and materials related to them. Confidential Information shall be returned or destroyed upon termination as provided for in Section 9.1.4.

8.5.2. Transition Period Upon request of the City, Supplier will assist City with a post termination transition assistance period. Supplier's assistance will not exceed ninety (90) calendar days and shall be reduced to a written agreement signed by the Parties. City will pay Supplier for its assistance at a rate no greater than that set forth in any SOW or Agreement for comparable Work. The City shall not be liable for any Supplier costs or similar liabilities related to post termination transition assistance without a prior written agreement between the Parties. Such post termination transition assistance, may include:

- (i) Developing a plan for the orderly transition of the terminated or expired Services from Supplier to the successor,
- (ii) Provide reasonable training to City staff in the performance of the Work then being performed by Supplier,
- (iii) Use its best efforts to assist and make available to City and third-party services then being used by Supplier in connection with the Work, and
- (iv) Such other activities upon which the parties may agree.

8.5.3. Non-waiver Termination of this Master Agreement, any Agreement subject to the Master Agreement, or any Agreement by the City will not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance hereunder.

8.5.4. Agreement Survival. Any Agreement created pursuant to this Master Agreement will survive the termination of this Master Agreement.

SECTION 9 Confidential Information / Information Use and Restrictions

9.1 Duty of Confidentiality.

9.1.1. Confidential Information. “Confidential Information” shall include Personal Information and any information, data, documents, records, and materials marked or otherwise identified as “confidential” or “proprietary,” and/or that should reasonably have been understood by the Supplier because of legends or other markings (e.g., marked confidential), to be proprietary and confidential to City. “Confidential Information” shall not include information that: (1) was known to the Supplier without breach of any contractual, fiduciary or other obligations prior to disclosure by City; (2) is part of the public domain on the date of disclosure; (3) can be demonstrated to have been independently developed by Supplier without reference to the Confidential Information, or (4) is required to be disclosed by operation of law, or pursuant to order of a governmental agency with jurisdiction.

9.1.2. Restriction on Release. Supplier shall receive and use all Confidential Information in strict confidence and shall exercise reasonable care to maintain the confidentiality and secrecy of the Confidential Information. Supplier acknowledges that unauthorized disclosure of Confidential Information may cause substantial economic loss or harm to the City. Supplier will only disclose Confidential Information 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 an SOW or Agreement.

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

9.1.4. Return or Destruction. Within thirty (30) calendar days of a written request by City, Supplier shall return and deliver, or cause to be returned and delivered, to City, or

destroy or cause to be destroyed (with certification of destruction delivered to City), all Confidential Information, including copies and abstracts thereof Unless otherwise instructed, within fifteen (15) calendar days of the effective date of termination of an Agreement, Supplier shall return and deliver, or cause to be returned and delivered, to City, or destroy or cause to be destroyed (with certification of destruction delivered to City), all Confidential Information, including copies and abstracts thereof. In the event Supplier is required by applicable law, regulation, or regulatory authority to retain or archive said Confidential Information, then Supplier shall continue to be bound by the terms and conditions of this Master Agreement including this Section 9 in relation to said Confidential Information.

9.2 Personal Information.

9.2.1. “Personal Information” means any information provided by City or collected by Supplier under this Agreement that:

- Identifies or can identify, contact, or locate the person to whom such information pertains; or
- Can be derived from identification or contact information of an individual person.

Personal Information includes, but is not limited to: name, address, phone number, fax number, email address, social security number, or other government-issued identifier, and credit card, banking or financial information. To the extent any other information (e.g., a personal profile, unique identifier, biometric information, and/or IP address) is associated or combined with Personal Information, then such information is also Personal Information. “Personal Information” also includes, without limitation, Private or Proprietary Customer Information as those terms are defined in RCW 19.29A.

9.2.2 Provision of and Access to Personal Information. The City shall use commercially reasonable efforts to only provide Personal Information to Supplier if such information is required as part of the Services or Work under a relevant SOW or Agreement.

9.2.3 Use of Personal Information. In addition to the requirement above that Supplier treat any Personal Information as confidential, Supplier is expressly prohibited (1) from using Personal Information for the purposes of marketing services or for product offerings, (2) from using Personal Information for any purpose other than the Work required under an Agreement, (3) from disclosing or sharing Personal Information with or to its Affiliates, subsidiaries, or any other third party for the purposes of marketing services or for product offerings. Supplier shall not release Personal Information or take any action that would cause the City to be out of compliance with its obligations under the Washington Statewide Minimum Privacy Policy established at RCW 19.29A.100 or the [Tacoma Public Utilities, Utility Privacy Policy](#) as they may be modified from time to time.

9.3 Survival. Sections 9.1 and 9.2, and the obligations therein, shall survive for six (6) years after the termination or expiration of this Master Agreement or applicable Agreement or as long as Supplier maintains Confidential Information whichever is later.

9.4 Public Disclosure.

9.4.1. Applicability. The provisions of this Section 9.4 apply to and take precedence over any conflicting provisions in any Software License Agreement entered into pursuant to an Agreement which is entered into pursuant to this Master Agreement.

9.4.2. Public Records Act. Any Agreement and documents or records provided to the City by Supplier under an Agreement are deemed public records subject to disclosure under the Washington State Public Records Act, Chapter 42.56 RCW (Public Records Act). The City may be required, upon request, to disclose an Agreement and any documents and records provided to City by the Supplier 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 of sub-section 9.4.3 below, City agrees to provide Supplier ten (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, attorney's 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. Notice of any proposed release of information pursuant to Chapter 42.56 RCW, shall be provided to Supplier according to the "Notices" provision herein.

9.4.3. Confidential or Proprietary Information Must Be Marked. If Supplier provides the City with documents or records that Supplier considers confidential or proprietary, Supplier must mark all applicable pages of said record(s) as "Confidential" or "Proprietary." If Supplier fails to so mark record(s), then (a) the City, upon request, may release said record(s) without the need to satisfy the requirements of sub-section 9.4.2 above; and (b) the 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).

9.5 Publicity. Supplier shall not release any information or documentation concerning, this Master Agreement, an Agreement, the work under an Agreement, or any part of an Agreement 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. This Section shall survive for six (6) years after the termination or expiration of this Agreement.

SECTION 10 Representation and Warranties

10.1 Supplier Representations and Warranties. In addition to any representations and warranties specified in a given SOW or Agreement, Supplier makes the following representations and warranties:

(iv) Supplier has full rights and authority to enter into and perform according to this Master Agreement and any subsequent Agreement including SOWs;

(v) Supplier's performance will not violate any agreement or obligation between Supplier and any third party;

(vi) all Work will be performed professionally and be of high grade, nature, and quality;

10.2 Repairs and Corrections. Unless a higher standard or longer periods of warranty coverage for product deliverables is provided under an Agreement or SOW, Supplier agrees to correct any defect or failure of deliverables supplied under an Agreement or SOW which occurs within one year from the Work completion or Deliverable acceptance date of a given Agreement or SOW. During said warranty period, all of the costs (including shipping, dismantling and reinstallation) of repairs or corrections is the responsibility of the Supplier. If Supplier is not the manufacturer of the item of equipment, Supplier agrees to be responsible for this warranty and shall not be relieved by a lesser manufacturer's guarantee. This warranty period shall be suspended from the time a significant defect is first documented by the City until repair or replacement by Supplier 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.

SECTION 11 Indemnification and Remedies

11.1. Indemnification by Supplier. Supplier will defend, indemnify, and hold City, and their respective successors, directors, officers, employees, and agents harmless from and against all Claims arising out of or relating to:

(i) the subject matter of this Master Agreement or any Agreement entered into pursuant to this Master Agreement;

(ii) any breach by Supplier or its Subcontractors of any representation or warranty specified in an Agreement or contained in Section 10 of this Master Agreement;

(iii) any acts or omissions of Supplier or its Subcontractors resulting in any bodily injury or death to any person or loss, disappearance, or damage to tangible or intangible property;

(iv) Supplier's (or its Subcontractor's) infringement, misuse, or misappropriation of any third-party IP rights; and/or

(v) Supplier's (or its Subcontractor's) failure to comply with applicable laws, rules, or regulations.

11.2. Notwithstanding anything to the contrary in this Section 11, Supplier specifically assumes potential liability for actions brought by its own employees against the City including, without limitation, actions for wages, fringe benefits, compensation, similar actions for benefits and compensation under applicable law, any claims challenging the Supplier's right to dismiss its personnel, bodily injury or death, or damage to property. Solely for the purpose of this indemnification and defense, the Supplier specifically waives any immunity under the state

industrial insurance law, Title 51 RCW. THE SUPPLIER RECOGNIZES THAT THIS WAIVER WAS THE SUBJECT OF MUTUAL NEGOTIATION.

11.3. Supplier will have no liability under this Section 11 (Indemnification by Supplier) to the comparative extent that Claims result from: (1) The negligent or willful acts of the City; or (2) Supplier's compliance with the express instructions of City.

11.4. Intellectual Property Indemnity Limitations. Concerning Supplier's indemnification obligations to City regarding Supplier's (or its Subcontractor's) infringement, misuse, or misappropriation of any third-party IP rights contained in the Work, Software, Hardware, and/or Deliverables, Supplier shall have no liability or indemnification obligations hereunder to the extent such infringement claim is related to; (i) any change, modification or alteration made to the Work, Software, Hardware, and/or Deliverables by City, and such change is the cause of any third-party IP claim (ii) City's failure to otherwise take any corrective action as reasonably directed by Supplier, (iii) compliance by Supplier with any designs, specifications or instructions provided by City and such compliance is the cause of any third-party IP claim, or (iv) any use of the Work and/or Deliverables other than for the permitted use and such use is the cause of any third-party IP claim. In the event the Work, Software, Hardware, and/or Deliverables are adjudicated to infringe a patent or copyright of a third party and its use is enjoined, or, if in the reasonable opinion of Supplier, the Work, Software, Hardware, and/or Deliverables are likely to become the subject of an infringement claim, Supplier, at its sole discretion and expense, may; (i) procure for City the right to continue using the Work, Software, Hardware, and/or Deliverables or (ii) modify or replace the Work, Software, Hardware, and/or Deliverables so that they become non-infringing. If Supplier is unable to fulfill either of the preceding obligations outlined in (i) –(Procurement for Continued Use), and (ii) – (modification or replacement for non-infringing purposes), then Supplier will refund all amounts paid by City for infringing Work, Software, Hardware, and/or Deliverables. THIS SECTION STATES CITY'S SOLE AND EXCLUSIVE REMEDY (EXCEPT FOR DEFENSE) AND SUPPLIER'S ENTIRE LIABILITY TO CITY FOR CLAIMS OF INFRINGEMENT RELATED TO ALL WORK AND/OR DELIVERABLES PROVIDED TO CITY UNDER AN AGREEMENT.

11.5 Indemnification procedures. The City will: (1) provide the Supplier with reasonably prompt notice of Claims; (2) permit the Supplier through mutually acceptable counsel to answer and defend Claims; and (3) provide the Supplier with reasonable information and assistance to help the Supplier defend the Claims. The City may employ separate counsel and participate in the defense of any Claim.

11.6 Acknowledgment of fault and settling Claims. Neither Party will stipulate, admit, or acknowledge any fault or liability by the other without prior written consent. The Supplier will not settle any Claim or publicize any settlement without the City's prior written consent.

11.7 Other remedies. In addition to all other remedies available to City at law or equity or under this Agreement, City will have the following remedies:

SECTION 12 Limitations of liability

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING DAMAGES FOR LOSS OF DATA, REVENUE,

AND/OR PROFITS), ARISING OUT OF THIS AGREEMENT REGARDLESS OF WHETHER THE LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY, BREACH OF WARRANTIES OR OTHERWISE, AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES.

THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION DO NOT APPLY TO LIABILITY ARISING FROM:

- (1) SUPPLIER'S DUTY TO INDEMNIFY THE CITY FOR THIRD-PARTY CLAIMS PER SECTION 11;
- (2) A BREACH OF A PARTY'S DATA PROTECTION, AND CONFIDENTIALITY OBLIGATIONS SPECIFIED UNDER THIS MASTER AGREEMENT OR AN AGREEMENT;
- (3) ANY INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHTS;
- (4) ANY ACTS OR OMISSIONS OF SUPPLIER OR ITS SUBCONTRACTORS RESULTING IN ANY BODILY INJURY OR DEATH TO ANY PERSON OR LOSS, DISAPPEARANCE, OR DAMAGE TO TANGIBLE PROPERTY; OR
- (5) FRAUD.

SECTION 13 Insurance

During the course and performance of the services specified in a SOW or Agreement and for the entire term of an Agreement, Supplier 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 an Agreement. The City of Tacoma Insurance Requirements document is fully incorporated herein as Exhibit A and is fully incorporated into each Agreement by reference. Supplier will maintain insurance coverage as outlined in the Insurance Requirement as may be updated from time to time. Supplier shall not begin Work under any Agreement until the required insurance has been obtained and approved by City. Proof of insurance shall be provided by Supplier as is specified in the City of Tacoma Insurance Requirements.

SECTION 14 Reports, Records, Audits, and Inspections

14.1 Reports. Any reports Supplier provides to City must be accurate, complete, and timely. Supplier will correct any error or omission in any report within five days after becoming aware of the error or omission.

14.2 Records. The Supplier shall establish and maintain records in accordance with requirements prescribed by the City, with respect to all matters related to the performance of an Agreement. Except as otherwise authorized by the City, the Supplier shall retain such records for a period of six (6) years after receipt of the final payment under an applicable Agreement or termination of an Agreement, applicable SOW, or this Master Agreement.

14.3 Audits, inspections, and refunds. During the Term of any Agreement, and for six (6) years thereafter, the City shall have the right to inspect and audit during normal business hours all pertinent books and records of the Supplier and/or any sub-contractor or agent of Supplier that performed services or furnished deliverables in connection with or related to an Agreement or Scope of Work as reasonably needed by City to assess performance, compliance and quality assurance under an Agreement or in satisfaction of City's public disclosure obligations, as applicable. Supplier shall, upon three (3) business days of receipt of written request for such inspection and audit from City, provide the City with, or permit City to make, a copy of any work-related books, accounts, records, and documents, in whole or in part, as specified in such request. Said inspection and audit shall occur in Pierce County, Washington or such other reasonable location as the City selects. The City shall bear the cost of any inspection audit requested hereunder, provided, that if an inspection audit in accordance with the foregoing provisions discloses overpricing or overcharges (of any nature) by the Supplier to the City in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the City's audit shall be reimbursed to City by Supplier. Any adjustments or payments that must be made as a result of any audit and inspection hereunder shall be made no later than ninety (90) days from presentation of City's findings to Supplier.

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

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

SECTION 15 Compliance

15.1. Supplier to comply with City policies and procedures. Supplier will comply with City's Policies which are applicable to Supplier's performance under an Agreement.

15.1.1. Use of City of Tacoma Logo. The City requires internal review and preapproval for the use of any of the City of Tacoma logos. Supplier acknowledges and agrees that the City is the lawful owner of all right, title and interest in and to the City's respective names and logos and that Supplier will at no time dispute or contest, directly or indirectly, the City's exclusive right and title to, and validity of, its respective name and logo. Supplier agrees to take no action inconsistent with the City's ownership of its respective name(s) and logo or that is likely to subject the City to claims by third Parties or potential loss of any rights therein, and agrees and acknowledges that its use of the City's name and logo inures to the benefit of the City.

15.1.2. Other Policies and Procedures. Supplier will comply with all other policies, procedures, or applicable training requirements provided by City.

15.1.3. Policy Changes and Impact. City may change its policies. All changes will be effective thirty (30) days after City makes such changes available to Supplier, unless

otherwise agreed in writing. If Supplier determines that new or changes to Policies will cause a material impact to the delivery schedule, Fees, or other costs for the Services, Supplier will promptly notify City. Upon City's receipt of Supplier's notice, the parties will discuss how to mitigate the impact to enable Supplier compliance.

15.2. Licenses and Permits. The Supplier, at its expense, shall obtain and keep in force any and all necessary licenses and permits. The Supplier shall obtain a business license as required by Tacoma Municipal Code Subtitle 6B.20.

15.3. Nondiscrimination. The Supplier shall take all steps necessary to comply with all federal, state, and City laws and policies regarding non-discrimination and equal employment opportunities. Neither the Supplier nor any of its subcontractors shall 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 Supplier or its subcontractors with any of the non-discrimination provisions of this Master Agreement, the City shall be deemed to have cause to terminate this Master Agreement, and any associated Agreements, in whole or in part.

15.4 Conflict of Interest. No officer, employee or agent of the City, nor any member of the immediate family or any such officer, employee or agent as defined by City ordinance, shall have any personal financial interest, direct or indirect, in this Master Agreement or any Agreement, either in fact or in appearance. The Supplier shall comply with all Federal, State, and City conflict of interest laws, statutes and regulations. The Supplier represents that the Supplier presently has no interest and shall not acquire any interest, direct or indirect, in the any Deliverables or Work to which an Agreement pertains which would conflict in any manner or degree with the performance of the Supplier's Work and obligations under any said Agreement. The Supplier further covenants that, in performance of an Agreement, no person having any such interest shall be employed. The Supplier also agrees that its violation of the City's Code of Ethics contain in Chapter 1.46 of the Tacoma Municipal Code shall constitute a breach of this Master Agreement or any related Agreement subjecting this Master Agreement or Agreement to termination.

15.5 Compliance with Laws. The Supplier shall comply with all applicable country, federal, state, and local laws and regulations, as set forth at the time of acceptance and as may be amended, changed, or supplemented.

SECTION 16 MISCELLANEOUS PROVISIONS

16.1 Independent Contractor Status. All Services, Deliverables, Maintenance, Hardware, Data or any Work shall be furnished by the Supplier or its Subcontractors as independent contractors. Nothing in an Agreement shall be construed to create an employer and employee relationship between City and Supplier or its Subcontractors. The Supplier shall provide at its sole expense all materials, office space, and other necessities to perform its duties under an Agreement, unless stated otherwise in an applicable Agreement. No payroll or employment taxes of any kind shall be withheld or paid by the City with respect to payments to Supplier. 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 Supplier's status as an independent Contractor hereunder, no workers' compensation insurance has been or will be obtained by the City on account of Supplier. Supplier 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 Supplier agrees to hold the City harmless from those costs, including attorney's fees. This Master Agreement or any Agreement created using this Master Agreement does not create an exclusive relationship between the parties.

16.2 Governing law and venue. The laws of the State of Washington shall govern this Master Agreement and each Agreement formed using this Master Agreement. Pierce County, Washington shall be the venue of any mediation, arbitration, or litigation arising out of an Agreement. If federal jurisdiction exists, the parties consent to exclusive jurisdiction and venue in the federal courts in Pierce County, Washington.

16.3 Attorney fees. If either City or Supplier employs attorneys to enforce any rights arising out of or relating to an Agreement, the prevailing Party may recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.

16.4 Dispute Resolution. In the event of a dispute pertaining to an Agreement, 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 Agreement.

16.5 No waiver. A Party's delay or failure to exercise or enforce any provision of this Master Agreement or an Agreement or any right or remedy will not result in a waiver of such provision or any other right or remedy, nor shall the same constitute a waiver of any other provision of any said Agreement.

16.6 Assignment. Supplier will not sell, assign, subcontract, delegate, transfer, pledge, or encumber an Agreement or any right, or delegate any duty or obligation under the Agreement, by assignment or operation of law, without City's prior written consent. City will not unreasonably withhold such consent. Supplier will be deemed to have assigned an Agreement if Supplier engages in a change of control transaction. The Agreement will inure to the benefit of and bind all permitted successors, assigns, receivers and trustees of each Party.

16.7. Force majeure. Neither Party will be liable for failure to perform any obligation under an Agreement to the extent such failure is caused by a *force majeure* event (including acts of God, natural disasters, war, civil disturbance, pandemic, action by governmental entity, strike, and other causes beyond the Party's reasonable control). The Party affected by the force majeure event will provide notice to the other Party within a commercially reasonable time and will use its best efforts to resume performance. In the event of a delay hereunder, the time for performance shall be extended for a period equal to the time lost. Supplier shall not increase its pricing during the extended time for performance. Obligations not performed due to a force majeure event will be performed as soon as reasonably possible when the force majeure event concludes.

16.8. Severability. If any court of competent jurisdiction determines that any provision of an Agreement is illegal, invalid, void, or unenforceable or limited in its application or effect, the remaining provisions will remain in full force and effect.

16.9 Survival. The provisions of an Agreement, which by their sense and context are reasonably intended to survive the completion, expiration, or cancellation of the Agreement or any SOW, shall survive termination of the Agreement.

16.10 Entire agreement. An Agreement shall supersede all prior and contemporaneous communications, whether written or oral, regarding the subject matter covered in the Agreement. Any preceding master agreement, listed in an exhibit to this Master Agreement, if any, previously executed between the parties (each a "Prior Agreement") is terminated, except that any scopes of work or agreements formed under the Prior Agreement that have not expired or been terminated will survive according to the terms of the Prior Agreement as if the Prior Agreement were still in effect, provided that the scopes of work or agreements cannot be extended beyond their current term as of the Effective Date of the this Master Agreement.

16.11 Order of Precedence. In the event of a conflict between any parts of an Agreement not resolved expressly by its terms, the following order of precedence will apply:

- (1) This Master Agreement including any attached exhibits and any City policies and procedures referenced herein;
- (2) A signed Agreement or SOW, except if this Master Agreement or an Agreement or SOW expressly provides that a particular section takes precedence over a particular section of this Agreement;
- (3) Any Supplier Software License Agreement, maintenance agreement, or end user license agreement (EULA);
- (4) City purchase order terms and conditions.

16.12 Modification. This Master Agreement or Agreement may be modified only by a written agreement signed by duly authorized representatives of both parties. However, CITY may unilaterally modify the CITY internal policies and procedures identified in Section 15.1.3 above.

16.13 Notices. Routine operational communication may be delivered personally, by mail, or via email. Notices required by an Agreement 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 person(s) identified on the first page of this Master Agreement who will receive notices on behalf of their respective company. Each Party may change the persons to whom notices will be sent by giving notice to the other.

16.14 Counterparts. The parties may execute this Master Agreement or Agreement in any number of counterparts. Each counterpart will be deemed an original and all counterparts will constitute one agreement binding on both parties. Facsimile and electronic signatures will be binding for all purposes.

16.15 Construction. Neither Party has entered into this Master Agreement in reliance on any promise, representation, nor warranty not contained herein. This Master Agreement will be

construed according to the fair intent of the language as a whole, and not for or against either Party.

16.16 Authority. The undersigned Supplier representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Master Agreement for and behalf of Supplier.

AGREED;

CITY:

By:

Title:

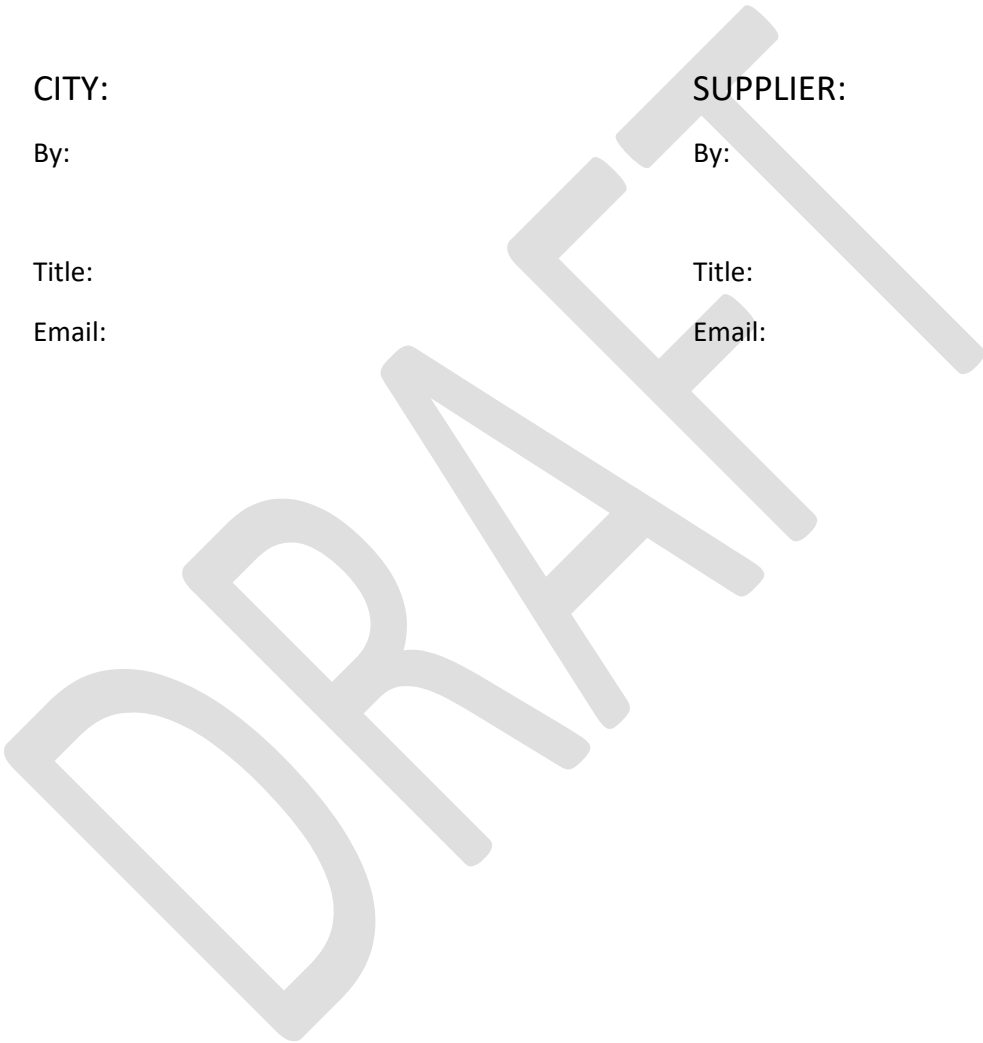
Email:

SUPPLIER:

By:

Title:

Email:



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

Director of Finance: _____

Deputy City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Exhibit B

Infrastructure and Data Security

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

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER shall enforce the following IT security best practices:

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

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

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

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

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

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

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

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

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

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

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

SUPPLIER shall report:

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

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



SOW #	
MBSA #	

Statement of Work for XXXXXXXX Services to Master Supplier Business and Services Agreement

This Statement of Work (the “SOW”) is made by and between the Parties identified below on the date indicated below (the “SOW Effective Date”). The Services specified in this SOW will be governed by the terms and conditions of the Master Agreement between the Parties and identified above. The Master Agreement, this SOW, and any attachments or exhibits incorporated hereto shall constitute an Agreement between the Parties (referred to herein as “the Agreement” or “this Agreement”). Capitalized terms used but not defined herein have the meanings ascribed to them in the Master Agreement.

Addresses and contact details

City	Supplier (enter name)
Address: 3628 South 35 th Street Tacoma, WA 98409-3192	Address:
Contact Name:	Contact Name:
Phone Number:	Phone Number:
Email Address:	Email Address:
	Tax ID:

Term:

SOW Effective Date:	Click or tap to enter a date.
Term of Agreement:	Click or tap to enter a date.

Not to Exceed Amount

The total price to be paid by City for Supplier's full and complete performance of the Scope of Work hereunder shall not exceed \$ [INSERT TOTAL AMOUNT OF CONTRACT] plus applicable taxes without a written and executed Amendment to this SOW. Said price shall be the total compensation for Supplier'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 Supplier.

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

Representation and Warranties

(i) all items, Hardware, or equipment furnished pursuant this Agreement, as applicable: (1) are merchantable, (2) comply with the City's drawings and specifications, (3) are fit for the City's 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;

(ii) all Services or Deliverables, performed pursuant to this Agreement shall be generally suitable for the use to which City intends to use said Services or Deliverables as expressed in an Agreement;

(iii) in the performance of Services under this Agreement, the Supplier and its employees 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 and all obligations and services of the Supplier hereunder shall be performed diligently and completely according to such professional standards;

(iv) tapes, CD's, DVD's or other media, any Supplier IP or third-party IP provided to City under this Agreement will not: (1) to the best of Supplier's knowledge, infringe any patent, copyright, trademark, trade secret, or other proprietary right of any third party; (2) contain any viruses or other malicious code that will degrade or infect any Deliverables, product, service, or any other software or City's network or systems; or (4) degrade the Service, cause a breach of any other warranty or require the City to purchase new or additional hardware or Service for continued operation of Service;

(v) functionality as described in an SOW or Agreement has been specifically selected and designated for the City as being an operationally efficient integration of Hardware, Services and Maintenance.

CITY:

SUPPLIER:

By:

By:

Title:

Title:

Email:

Email:

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

Director of Finance: _____

Deputy City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Sample Task Authorization Form

PWS #	CXXXX
Planning Increment #	Planning Increment X (PI-X) Description
Effective Dates	DD Mmmm YYYY - DD Mmmm YYYY

Task Authorization (Planning Increment)

This Task Authorization is made by and between the Parties identified below on the date indicated below. The Services specified in this Task Authorization will be governed by the terms and conditions of the Performance Work Statement identified above and Master Supplier Business and Services Agreement between the Parties.

The work specified herein is specifically authorized by the City and XXXX will not add or remove output/deliverables or increase the projected cost of the output/deliverables without City approval.

- **Background**

Context of Task Authorization

- **Objectives**

The focus of this Task Authorization (TA) is to XXX.

Scope Tasks and Deliverables

A description of tasks and deliverables in scope of this Task Authorization.

- **Roles and Responsibilities**

Project Roles are defined in the PWS including a detailed RACI. Additional roles and responsibilities not defined in the PWS are included below:

-

- **OPERATIONAL REQUIREMENTS**

Operational Requirements are defined in the associated Performance Work Statement. Task Authorization specific requirements are detailed below.

- Requirement 1
- Requirement 2
-

- **Terms and Conditions**

Period of Performance (POP)

The anticipated duration of this Task Authorization is XXXXX.

- **Place of Performance**

The staff providing this performance will be located XXXXXX.

- **Payment and Invoicing Procedures**

- Payment and invoicing procedures will align with the Master Supplier Business and Services Agreement and Performance Work Statement agreed to between City and Supplier.

- **Content and timing of Invoice**

- Supplier will generate a single invoice for this TA once all work associated with the TA is complete and accepted by the City. The invoice will contain the TA number and associated Sprint Planning Increment number and will be attached to the Ariba invoice.

- **Pricing Template**

The agreed upon price for this TA is \$XXXXXX based on the rates below.

Consultant Title / Role	Hourly Rate

Consultant Title / Role	Hourly Rate

Approved:

Role	Name	Signature	Date
Vendor management			
City Management			

APPENDIX C

City of Tacoma Insurance Requirements



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

1. GENERAL REQUIREMENTS

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

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



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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

2. SUBCONTRACTORS

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

3. REQUIRED INSURANCE AND LIMITS

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



CITY OF TACOMA

INSURANCE REQUIREMENTS FOR CONTRACTS

3.1 Commercial General Liability Insurance

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

3.2 Commercial (Business) Automobile Liability Insurance

Contractor shall maintain Commercial Automobile Liability policy with limits not less than One Million Dollars (\$1,000,000) each accident for bodily injury and property damage and bodily injury and property damage coverage for owned (if any), non-owned, hired, or leased vehicles. Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent.

3.3 Workers' Compensation

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

3.4 Employers' Liability Insurance

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

3.5 Professional Liability Insurance or Errors and Omissions

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

3.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

3.7 Cyber/Privacy and Security Insurance

Contractor shall maintain Cyber Privacy and Security Insurance with coverage of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) general aggregate that includes, but is not limited to, coverage for first party costs and third-party claims. Coverage shall include loss resulting from data security/privacy breach, unauthorized access, denial of service attacks, introduction of virus and malicious code, network security failure, dissemination or destruction of electronic data, business interruptions, privacy law violation, and disclosure of non-public, personal and confidential information, and failure to disclose breaches as required by law or Contract. Coverage shall include notifications and other expenses incurred in remedying a privacy breach as well as costs to investigate and restore data. Coverage shall



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

also include communications liability (e.g., infringement of copyrights, title, slogan, trademark, trade name, trade dress, service mark, or service name in the policy holders covered material).

3.8 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 D

Tacoma Public Utilities System Implementation/Integrator RACI (below RACI is for the entire ADMS program. The System Integrator will be involved in the tasks in the ADMS SI Vendor column)

