



City of Tacoma, WA

POWER MANAGEMENT

REQUEST FOR PROPOSAL

**CONSERVATION AND DEMAND RESPONSE POTENTIAL
ASSESSMENT**

SPECIFICATION NO. PM23-0237F



**City of Tacoma
Tacoma Power/Power Management**

**REQUEST FOR PROPOSALS PM23-0237F
Conservation and Demand Response Potential Assessment**

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, January 30, 2024

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

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

Submittal Delivery: Sealed submittals will be received as follows:

By Email:

sendbid@cityoftacoma.org

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

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

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

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

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

Project Scope: The study will result in multiple deliverables. It will quantify the amount, timing, cost and economic results of conservation and demand response resources available within Tacoma Power's service territory. It will quantify the impacts of codes and standards. Modeling tools will also be developed so that the study results can be applied to integrated resource planning efforts. Where interactions occur between the conservation potential assessment, the demand response potential assessment and electrification, the supplier will identify them. In addition to these deliverables, other special projects and tasks will be conducted.

Estimate: The first study is estimated to cost \$360,000. The supplier may be used for up four studies over an eight-year period, for a total possible cost of 1,440,000.

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 Sara Bird by email to sbird@cityoftacoma.org.

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



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

Table of Contents

SUBMITTAL CHECK LIST 5

1. BACKGROUND 6

2. MINIMUM REQUIREMENTS 7

3. SCOPE OF SERVICES AND DELIVERABLES..... 7

4. CONTRACT TERM..... 7

5. CALENDAR OF EVENTS 7

6. INQUIRIES 8

7. DISCLAIMER..... 8

8. EVALUATION CRITERIA..... 8

9. CONTENT TO BE SUBMITTED – 9

10. INTERVIEWS / ORAL PRESENTATIONS.....15

11. RESPONSIVENESS15

12. ACCEPTANCE / REJECTION OF SUBMITTALS.....15

13. CONTRACT OBLIGATION.....16

14. STANDARD TERMS AND CONDITIONS / GENERAL PROVISIONS16

15. INSURANCE REQUIREMENTS.....16

16. PAID LEAVE16

17. PARTNERSHIPS16

18. COMMITMENT OF FIRM KEY PERSONNEL17

19. AWARD.....17

20. PROPRIETARY OR CONFIDENTIAL INFORMATION.....17

21. ADDENDUMS17

APPENDIX A18


APPENDIX B19

APPENDIX C20

SUBMITTAL CHECK LIST

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

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

| | |
|---|---|
| The following items make up your submittal package: |  |
| One electronic copy of your complete submittal package | |
| Budget Worksheet (Appendix A) | |
| Signature Page (Appendix B) | |
| 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

Tacoma Power is part of Tacoma Public Utilities (TPU) and part of the City of Tacoma (the City), Tacoma Power/Power Management is soliciting proposals to establish one contract with a qualified vendor to fulfill Tacoma Power's needs for a Conservation Potential Assessment (CPA), Demand Response Potential Assessment (DRPA), and other small study services on an as-needed basis for the 2026-2050 CPA/DRPA, with options for three additional studies on a biennial basis for up to eight years.

Tacoma Power is an electric utility with a service area covering 180 square miles and includes the cities, towns, or places of Tacoma, University Place, Fircrest, portions of Fife, Lakewood, Federal Way, Steilacoom, Joint Base Lewis-McChord (JBLM), and other portions of Pierce County as far south as Roy. Tacoma owns hydro generation facilities and has Power Purchase Agreements with the Bonneville Power Administration. In recent years, Tacoma Power's annual conservation acquisitions are about 0.5% of retail load. Tacoma Power budgets approximately \$10 million annually for energy conservation incentives and rebates.

In 2020, Tacoma Power had total power sales of 4,359 GWh. There were 166,350 residential accounts that consumed 1,853 GWh. There were 15,788 commercial accounts that consumed 1,231 GWh and 911 industrial accounts that consumed 955 GWh. JBLM consumed 306 GWh. Finally, there are street and off-street lighting accounts that cumulatively consumed 14 GWh.

The JBLM portion of the CPA and DRPA covers an area of 136 square miles. JBLM was formed through the merger of Fort Lewis and McChord Air Force Base (AFB). Fort Lewis is referred to as JBLM Lewis while McChord AFB is referred to as JBLM McChord Field. It is analyzed separately in the CPA and DRPA due to some historical differences in costs and acquisition rates (ramp rates). The following provides additional insight into JBLM due to its unique nature.

- Tacoma Power meters JBLM at the substation level. JBLM is served by Tacoma Power with six substations. There are approximately 3,200 commercial buildings and approximately 3,350 residential dwellings. In total, JBLM has approximately 33 million square feet of conditioned buildings. Very few commercial buildings (typically the larger electric users) are individually metered and read. Most conditioned commercial buildings are heated with natural gas and do have gas meters, some commercial buildings are heated by a gas fired central steam plant, and very few commercial buildings are heated with electric (resistance heating or heat pump).
- Tacoma Power conducted a building assessment of JBLM in 2018 to determine if these military facilities are comparable to civilian buildings. The study determined that non-residential buildings are comparable to Commercial Building Stock Assessment (CBSA) results. The residential buildings at JBLM are more efficient than those found in Residential Building Stock Assessment (RBSA).

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

The City anticipates awarding one (1) contract.

Request for Proposal
Template Revised: 9/7/2023

Specification No. PM23-0237F

2. MINIMUM REQUIREMENTS

SUPPLIERS must have completed within the last five years, a minimum of three CPAs and three DRPAs and successfully provided regulatory review support.

SUPPLIERS must have sufficient qualified staff for an adequate bench to ensure project continuity in the event of key staff departures.

The SUPPLIER may choose to subcontract portions of the proposal. If a subcontractor is used, identify the subcontractor employees used on the project, and their role. Any subcontractor that has access to customer data requires similar insurance coverage.

3. SCOPE OF SERVICES AND DELIVERABLES

Refer to Appendix A Objectives and Scope of Work for details related to the 2026-2050 studies. If the SUPPLIER is used for subsequent studies, amendments to the contract will be incorporated as amendments. The 2026-2050 CPA/DRPA has a non-negotiable completion date of June 1, 2025.

Tacoma Power is open to additions, deletions, reordering, or other changes that would improve the administration of the CPA/DRPA or provide more accurate information. However, where proposal changes occur, the SUPPLIER will so note in their submittal.

4. CONTRACT TERM

The anticipated Contract term for the 2026-2050 CPA/DRPA is May 1, 2024, through December 15, 2025. The contract may be extended, and dollars added with amendments to future projects for a period of up to eight years from contract start date. This Contract shall remain open to additional purchases (interlocal, tag-on, and piggyback) by this or other agencies. The City reserves the right to cancel the contract for any reason, by written notice, as stipulated in the contract.

5. CALENDAR OF EVENTS

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

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

| | |
|--|-------------------------|
| Publish and issue RFP: | 12/13/2023 |
| Pre-Submittal Questions: | 1/10/2024 |
| Response to Questions: | 1/17/2024 |
| Submittal Due Date: | 1/30/2024 |
| Submittal Evaluated: | 2/1/2024 |
| Interviews/presentations, on or about: | February of 2024 |
| Award Recommendation: | February of 2024 |

6. INQUIRIES

6.1 Questions should be submitted to Sara Bird via email to sbird@cityoftacoma.org. Subject line to read:

PM23-0237F – Conservation and Demand Response Potential Assessments – *VENDOR NAME*

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

6.2 Questions marked confidential will not be answered or included.

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

6.4 The answers are not typically considered an addendum.

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

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

7. DISCLAIMER

The City is not liable for any costs incurred by the SUPPLIER 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

It is the City's intent to select a supplier based on qualifications and abilities of the firm and key project individuals consistent with the criterion noted below. A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of the most qualified SUPPLIERS before final selection.

8.1 The SAC will select one SUPPLIER 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.

The scoring criteria is indicated in the table below.

| Category | Criteria | Category Max Points |
|------------------------------|---|----------------------------|
| Team Qualifications | Firm Experience related to CPA/DRPA, References | 35 |
| | Knowledge of State/Regional Drivers and Issues | |
| | Key Personnel and Staffing Plan | |
| | References | |
| CPA and DRPA Approach | Model and Inputs | 40 |
| | Analysis | |
| | Deliverables (Description and Sample) | |
| Price | First study cost (vs the budget cap) | 15 |
| | Cost of future studies | |
| Purchasing | Sustainability | 10 |
| | Equity | |
| | Total | 100 |

9. CONTENT TO BE SUBMITTED –

Proposals should be formatted as 8 ½” x 11”. 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.

At each section there may be page limits noted, excluding any required forms, resumes etc. For those sections with page limits, sections that exceed the specified page limit will not be part of the evaluation.

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

Submittals should present information in a straightforward, complete, and concise manner, while ensuring complete and detailed descriptions of the SUPPLIER/team’s abilities to meet the requirement of this RFP. The written submittals should be prepared in the sequential order as outlined below. Submittals that are incomplete or conditioned, or not in conformity with law, may be rejected as being non-responsive. Within the page limits, the SUPPLIER can add additional sections or subsections as they see appropriate to respond to objectives and scope of work described in Appendix A if it improves the process or study results. If changes are made the SUPPLIER will so note these changes.

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.

Request for Proposal
Template Revised: 9/7/2023

Specification No. PM23-0237F

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 (Up to 6 pages total)

Cover Letter (up to 2 pages)

- Name and address of firm, telephone number, email address, website address, and contact person, with title, for this solicitation.
- Name, title, and contact information of the person authorized to execute a contract on behalf of the SUPPLIER.
- A short history and description of your team, including employees involved in activities relevant to this RFP, organizational structure, areas/regions served and background information of the parent company, if applicable.
- Name, title, and contact information of the person who will be managing this contract (if different from listed above) on behalf of the SUPPLIER.
- High-level information on why your team is well suited for this project

Knowledge of State, Regional, and Federal Drivers and Issues (up to 2 pages)

- Describe your understanding/engagement with the Northwest Power and Conservation Council potential methodologies and energy conservation and Demand Response (DR) measures.
- Describe your understanding of the Washington State Energy Independence Act, Washington State Energy Code, the Clean Buildings Performance Standard, Federal Energy Standards, and relevant Northwest characteristics.

Qualifications/Experience of Firm (up to 2 pages)

- Describe how your CPA methodology is consistent with and potential notable differences with Power Council methodology.
- Describe three projects within the last five years similar in scope and complexity to this projects scope of work performed in the last five years producing CPAs and DRPAs. Also note who from the proposed team were on those sample projects.
- Written confirmation that the SUPPLIER has sufficient resources to respond to Tacoma Power's project requirements while meeting the schedule shown in Section 3 and Appendix A.

9.2 Qualifications / Experience of Key Personnel (Up to 3 pages)

Provide an Org chart that identifies the key personnel or positions in the company, including subcontractors, if relevant.

Briefly describe key positions and personnel for this project. Include brief biography outlining the experience of each individual that will be involved, their role in the project, firm and years of experience. For each role in the project, please describe the key skills and knowledge each position contributes to the project. If personnel cannot be assigned at this time, identify the position, and describe the qualifications of that position. (One-page resumes can be included

as supplemental attachment and do not count toward page limits.) See section 19 for additional information on key personnel.

9.3 Work Plan/Approach and Methodology (Up to 21 pages)

A. CPA and DRPA Work plan (Up to 3 pages):

1. What do you take into account when developing a work plan for the project outlined in Appendix A?
2. Provide a project work plan, schedule with milestones, review timelines for Tacoma Staff, check-in points, and deliverable timeline(s).
3. Explain how your team will administer the project to successfully meet project milestones, quality, and budget.
4. Describe your process to organize, document, respond to, and incorporate Tacoma Staff feedback.
5. Describe how your firm will ensure that reports provide insights into the “why” of the results rather than simply a report out of results.
6. Describe the City resources you would require.

B. CPA Approach and Methodology (Up to 10 pages)

The SUPPLIER’s proposed methodology and assumptions should address the objectives and scope of work described in Appendix A. Please include the following sections in your response.

1. **Overview:** Provide an overview of approach to conduct this scope of work while meeting the timeline specified in this RFP and in alignment with WAC 194-37 requirements. Describe the proposed approach to CPA inputs, including secondary data sources.
2. **Measure Development:** Describe the proposed approach to developing the Energy Conservation Measure (ECM) database, associated participation rates; and establishing baselines. Describe the approach incorporating impacts of extreme weather, e.g., cold snaps and heat waves.
3. **Consumption Characterization:** Describe the analysis approach for characterizing consumption.
4. **Potential Estimation:** Describe the analysis approach for estimating Energy Efficiency (EE) potential. Provide information on the model used for the analysis and how your firm will ensure transparency in the analysis and results. Within the response, provide information on your firm’s approach to:
 - Technical, Achievable, Total Resource Cost (TRC) Economic, and Utility Cost Test (UCT) Economic potential calculations.
5. Describe how your firm will ensure effective responsiveness to the State Auditor.

C. Demand Response Approach and Methodology (Up to 8 pages)

The SUPPLIER’s proposed methodology and assumptions should address the objectives and scope of work described in Appendix A. Please include the following sections in your response.

1. **Overview:** Provide an overview of the approach you would use to prepare for and conduct this scope of work while meeting the timeline specified in this RFP. Describe the proposed approach to DRPA inputs including which secondary data sources will your firm intend to use.

2. **Measure Development:** Describe how your firm will develop the DR Measure database. Describe the approach incorporating impacts of extreme weather, e.g., cold snaps and heat waves.
3. **Consumption Characterization:** Describe any change from the CPA methodology for the DRPA analysis approach for characterizing consumption.
4. **DR Potential:** Describe the analysis approach. Provide information on the model used for the analysis and how your firm will ensure transparency in the analysis and results. How will your firm integrate EE and DR in the potential assessments. Give an example of how your process will evaluate the interactive effects between water heaters in the CPA and the DRPA.

9.4 Sample Deliverables (does not count toward pages)

1. Provide sample PowerPoint-type presentation of CPA results from a project you completed similar to what will be presented at the conclusion of this project.
2. Provide sample of ECM inputs and output workbook. The sample datasets should highlight the ECMs to replace the following existing end-uses:
 - Industrial
 - High bay lighting
 - Indoor agricultural lighting
 - Residential
 - Existing Multi-Family Shell – Single Pane Window
 - Existing single family electric forced air furnace
 - Commercial:
 - Electric resistance-based variable air volume HVAC
 - Office: T8
 - Office: T12
 - Street Lighting:
 - 250-watt HPS

9.5 Client References (1 page)

Provide a minimum of three client references within the last five years able to verify your firm's overall expertise for this scope of work. Include name of company, contact person(s) and title, address, phone number, email address, and website address. Include project completion date, approximate project cost, and brief description of the CPA/DRPA-related service provided. The clients should have worked with your firm within the last five years. If proposal includes subcontractors, provide additional references for subcontractors.

9.6 Fees and Charges / Method of Billing / Hourly Rates

SUPPLIER shall consider the contract amount as a NOT-TO-EXCEED figure and Tacoma Power's obligation is limited to no more than the amounts quoted in the contract. Tacoma Power anticipates the 2026-2050 CPA/DRPA will cost no more than \$300,000 plus possible additions for a special project and ad-hoc tasks estimated to be \$60,000 for a combined total anticipated contract of no more than \$360,000.

The SUPPLIER proposal activities and costs for the special project will be included in the proposal. Appendix A does not include ad-hoc tasks. Use of the remaining funds above the cost cap for ad-hoc tasks will be determined at time of contract development.

SUPPLIER shall use the provided budget worksheet to summarize proposed costs. The SUPPLIER will be billing through the Ariba platform. The hourly rates and milestone caps as set forth in the contract are set in the Ariba system.

Submittals should address your estimated time and materials required to complete each deliverable as described in Appendix A. The negotiation process may result in an adjusted cost estimate, schedule, or scope. However, the completion date is not negotiable. Project will be billed on milestone deliverables, on a time-and-materials basis up to a cost cap. The following information must be provided.

- Overview table of the total cost to complete this work and cost by deliverable and total number of hours expected.
- In the Budget Worksheet form (Appendix B), provide cost table breakdown by deliverable. Table should include position, firm, staff assigned to the project, hourly rates, estimated hours by task, other direct expenses billed at cost, and estimated travel expenses billed at cost. If a specific employee is not known at this time, assign as “Not Identified”.
- List any ongoing software license or subscription fees not including Microsoft Windows, Excel, Word, and Power Point.
- Expected cost for future studies. Although not part of this contract , the SUPPLIER should also provide an estimate of cost for a CPA/DRPA study to be conducted to begin in 2026. The SUPPLIER should assume the same methods are required for this study with updated data.

Figure 1: Example of budget worksheet

Supplier Name: _____

| Proposed Budget for Tacoma Power 2026-2050 Conservation and Demand Response Potential Assessment | | | | | | | | | | | | | | |
|--|----------------|------|----------|---------------------|-------------|-----------------------------------|--------------------------|---------------------|---------------------|----------------------|---|---------|----------|---------|
| Role | Name | Firm | Location | Years of Experience | Hourly Rate | Deliv. A | Deliv. B | Deliv. C | Deliv. D | Deliv. E | Conservation and Demand Response Potential Assessment Total | | Deliv. F | |
| | | | | | | Kickoff Meeting and Work Planning | Characterize Consumption | Measure Development | EE and DR Potential | Reporting and Models | Hours | Dollars | Hours | Dollars |
| Project Director | Name of person | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Project Manager | Name of person | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Lead Analyst | Name of person | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Analyst | Name of person | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Lead Engineer | Name of person | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Engineer | Name of person | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Measures Lead | Not Identified | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Measures | Not Identified | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Editor | Not Identified | | | | \$0 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Total Hours | | | | | | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | 0 | \$0 |
| Labor Cost | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other Expenses | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Travel Cost | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Costs | | | | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |

Budget worksheet located in Appendix A

9.7 Sustainability(does not count toward page count)

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.

9.8 Equity in Contracting (does not count toward page count)

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)

9.9 Contract Exceptions (does not count toward page count)

Do you take exceptions to any of the City of Tacoma’s Standard Terms and Conditions?

10. INTERVIEWS / ORAL PRESENTATIONS

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

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

SUPPLIERS must be available to virtual interview within three business days notice.

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

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

11. RESPONSIVENESS

SUPPLIERS 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 SUPPLIER 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

SUPPLIERS 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, SUPPLIERS 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 SUPPLIER will be expected to execute a contract with the City. As part of the negotiation process, SUPPLIER 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 SUPPLIER 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 Appendix C of this solicitation.

16. PAID LEAVE

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

17. PARTNERSHIPS

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

18. COMMITMENT OF FIRM KEY PERSONNEL

The SUPPLIER 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 study. Should key personnel become unavailable for any reason, the selected SUPPLIER 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. If the SUPPLIER is used for an additional study in future years, the scope of work for that future study will also include the list of key personnel which may be different from an earlier study. Should key personnel become unavailable for any reason, the selected SUPPLIER shall provide suitable replacement personnel, subject to the approval of the City.

19. AWARD

After the SUPPLIER is selected by the SAC and prior to award, all other SUPPLIER will be notified via email by the Purchasing Division.

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

20. 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.

APPENDIX A

Objectives and Scope of Work

Budget Form

OBJECTIVES

The following list outlines the key objectives of the CPA and DRPA.

- **Compliance with Washington State Policies in Effect at Time of Study**

The CPA and DRPA must meet the requirements identified in the WAC and Revised Code of Washington (RCW) adopted at the time of the study. At this time, the SUPPLIER must be fully aware of WAC 194-37 related to methodological requirements of CPAs, WAC 194-50 related to EE in existing buildings and directing commercial building owners to responsibly improve building efficiency, and WAC 194-40 related to DR. The SUPPLIER must be aware of building State energy codes, the Clean Buildings Performance Standard, and Federal energy standards that will be updated over the term of this contract and, where appropriate, adjust measure assumptions to reflect the impacts changes in codes and standards. Tacoma Staff will inform the SUPPLIER as additional policies are adopted. The SUPPLIER is then responsible to incorporate new rule requirements into the study methodology.

- **Conservation**

The CPA will quantify the amount, timing, cost, and cost effectiveness of electric conservation resources available within Tacoma Power's service territory. The study will also quantify other resource opportunities that do not meet WAC criteria but still provide low-cost resources (utility cost test) to the utility.

- **Demand Response**

The DRPA will quantify the amount, timing, cost, and levelized cost of reliable and feasible electric DR resources available in Tacoma Power's service area. The study will also provide information for Tacoma Power to establish policies and assist in DR resource acquisition of measures/strategies.

- **Interactive Effects Between Conservation, DR, and Electrification**

Where interactions occur between the CPA, DRPA, and electrification, the SUPPLIER will identify them, coordinate discussion and decisions as needed, develop guidelines on how the study will incorporate interactive effects, and note them in the reports and datasets as necessary. The approach to electrification will also require discussion between SUPPLIER and Tacoma Staff as future policies may affect the scale and focus of conservation and demand response. See Fuel Switching in the Scope of Work below.

- **Regulatory Support**

For both the CPA and DRPA, Tacoma Staff will submit results and supporting documentation to Washington State Department of Commerce (Commerce) and the State Auditor's Office for WAC compliance purposes. The SUPPLIER will provide necessary regulatory support for state auditor compliance reviews imbedded into the milestone work. There cannot be a separate bill for regulatory work.

- **Use of Studies**

Potential results will provide planners and implementers with sufficient detail to develop year-by-year targets, program plans and estimated budgets. These study outputs will also be used as inputs for Tacoma Power IRP tools for load/resource balance.

ASSESSMENT ADMINISTRATION

Tacoma Power will assign a staff member as the primary point of contact for the SUPPLIER during the project. All SUPPLIER communication is expected to be handled via telephone, email, and web conferencing.

This project requires effective project management by the SUPPLIER to successfully meet project milestones, quality, and budget. Throughout the study, the SUPPLIER, and other Tacoma Staff as appropriate, are committed to maintaining close and regular communication. The SUPPLIER actions for successful project completion include but are not limited to the following expectations:

- In addition to technical and analytical expertise, it is vital that the SUPPLIER communicate clearly and effectively with Tacoma Staff and demonstrate effective project management skills.
- The SUPPLIER will conduct meetings with Tacoma Staff as necessary to develop datasets and assumptions, review preliminary and final results, and complete other activities as needed.
- The SUPPLIER will put a process in place to engage with Tacoma Staff related to schedule, input points, track Tacoma Staff feedback, and document resolution of feedback.
- The SUPPLIER is expected to anticipate points at which they will need to work closely with Tacoma Staff to obtain data, review assumptions and results, and/or get other advice/input/ feedback. Information and analysis will be coordinated and shared between Tacoma Staff and the SUPPLIER over the course of the study.
- Tacoma Staff expects to review advance copies of inputs, draft analyses, outputs, major assumptions, reports, and presentations with sufficient time to provide feedback.
- The SUPPLIER will identify key project milestones and estimate the time to complete project milestones.
- The SUPPLIER will monitor project status and update the work schedule in coordination with Tacoma Staff as needed.
- The SUPPLIER will define and manage budgets, track milestone costs, and coordinate billing with Tacoma Staff to complete the project on or under budget.

General

This section outlines general parameters of the study. During work on the projects, the SUPPLIER and Tacoma Staff will develop the details on the scope of work.

- **Time Periods of Study (CPA/DRPA)**

The potential assessment time-period for the CPA/DRPA is from 2026–2050 (25 years). Future CPA/DRPA assessments will also cover 25 years and will occur approximately every two years.

- **Avoided Costs (CPA/DRPA)**

Tacoma Staff will provide a preliminary and a final avoided cost forecast used for both conservation and DR modeling. The forecast will be in an hourly format and itemize energy price and other adders on a dollars/MWh basis. Adders could be a mix of TRC and UCT relevant factors. Given complexity of the BPA contract supply and relationship to load, a net of BPA calculation may be required to appropriately model avoided costs.

- **Account Dataset (CPA/DRPA)**

The account datasets provided by Tacoma Power is an extensive premise level flat-file dataset typically provided in Excel. This dataset includes both rate class and consuming sector information to be used by the SUPPLIER to convert rate class forecasts to consuming sector forecasts.

A partial list of field names include contract name, address, various contract fields, 5 years of annualized energy consumption, sector, building type, 3 digit NAICS for industrial, building conditioned space sqft, year built, feeder, file number of utility efficiency project if appropriate, for residential single family estimate of presence of electric heat, value of property, geocode, equity index, area median income value and area average persons per dwelling, contract turnover at site, dunning score.

For moderate to large commercial/industrial premises (Rate schedules G, HVG or CP) a separate monthly demand dataset can be provided which can be related to the account dataset.

- **Load and Sales Forecast (CPA/DRPA)**

The load and sales forecast will be in annual energy totals by rate class.

- **Historical Data (DRPA)**

Up to 10 years of hourly system retail load, market price of electricity data, and daily min, max and average temperature can be provided. These data and other information are to be used by the SUPPLIER to understand possible implications of various DR options.

- **Transmission & Distribution Benefits (CPA/DRPA)**

Hourly transmission and distribution (T&D) loss percentage assumptions by rate class will be provided by Tacoma Staff for use by the SUPPLIER. For this study, there are no present T&D congestion constraints in the Tacoma Power service area. Additional data will be provided if T&D congestion constraints identified by Tacoma Power T&D Tacoma Staff can be viably and economically deferred with conservation.

- **Electrification (CPA/DRPA)**

For purposes of this RFP, the SUPPLIER should assume that electrification will be included. In 2023, The Cadmus Group conducted an electrification study for Tacoma Power. Relevant outputs from Tacoma Power's electrification study will be provided to the SUPPLIER. Datasets are expected to be broken down by year, sector, building type, end-use, and measure technology.

- **Tacoma Power Distribution Efficiency (CPA)**

This study will incorporate conservation potential from distribution equipment upgrades and voltage optimization. The SUPPLIER will incorporate information from a previous Tacoma Power distribution efficiency report and results of past completed substations and applicable substation data into the CPA.

- **JBLM Distribution Efficiency (CPA)**

A distribution efficiency study was conducted on the JBLM distribution system, as well as upgrades and voltage optimization completed. As a result, there are no distribution benefits at JBLM. This result will be reflected in the CPA.

- **No Conservation Opportunities (CPA)**

Tacoma Power has identified a limited number of account types, such as refrigerated containers at intermodal yards which are at the yard for a short time. The SUPPLIER will reflect these accounts as being ineligible for conservation.

Analysis

The SUPPLIER and Tacoma Staff will work collaboratively in the review, revision, and approval process throughout the analysis of these four major task categories.

Consumption Characterization: Sector/Building/End-Use Consumption Profile Characterization and Usage Forecasting Development of Measures

- **Baseline Assumptions (CPA/DRPA)**

The baseline assumptions for the CPA and the DRPA should be informed by utility account data, relevant regional surveys, codes, standards, market, the NW Power, and Conservation Council's (Power Council's) Regional Technical Forum (RTF) workbooks and other studies. Baseline assumptions may change due to superseded state codes and federal standards. As a result, the SUPPLIER will review, adjust, and document individual baseline and savings assumptions as needed, coordinating with Tacoma Staff.

- **Prototype Models (CPA/DRPA)**

The SUPPLIER will analyze account data and survey information to develop building prototypes used in the modeling process.

- **End-Use Load Forecast (CPA/DRPA)**

An end-use load forecast should be developed for each consuming sector as part of the process to confirm the sector/end-use assumptions used in the conservation analysis.

- **Market Profiles (CPA/DRPA)**

The SUPPLIER will summarize energy consumption and estimated winter and summer coincident demand at peak within Tacoma Power's service territory for 2023 at a detailed level. Data will be provided by sector, market segment, vintage, end use, and technology and calibrated to Tacoma Power sales in 2023. Along with Tacoma Power, regional, and national studies and sources, results from the prior study's Presence of Electric Heat study will be incorporated into this analysis.

Development of Measures

Energy Conservation Measure Development (CPA)

The SUPPLIER will search, analyze, and select Energy Conservation Measure (ECM) assumption details. The SUPPLIER should anticipate multiple meetings with Tacoma Staff via webinar to review ECM costs, savings assumptions, baseline saturations, applicability, ramp rates, relevance, etc. The SUPPLIER will include a

hierarchy to determine appropriate sources for each ECM assumption. The SUPPLIER will clearly identify the source of all ECM assumptions. The SUPPLIER/Tacoma Staff may propose to include supplemental ECMs or adjust ECM assumptions over time, such as adjusted baseline, savings, and costs. The SUPPLIER shall incorporate the expected winter and summer demand reduction impacts of the conservation potential. The SUPPLIER shall provide ECM cost and savings assumption in a format and with units that can be easily and effectively reviewed by Tacoma Staff.

Severe Winter and Summer Measure Development (CPA)

In addition to standard weather normal modeling, collaborate with Tacoma Staff on severe winter and summer load impacts. Apply simulation results developed by Ben Larson Research for Tacoma Power to select temperature sensitive end-uses. Apply these severe weather impacts to historical severe weather market prices to develop a benefit adder (avoided costs dollars and kWh) for select measures.

Demand Response Measure Development (DRPA)

The SUPPLIER will identify and compile a comprehensive set of demand response measure (DRM) options for; heating, ventilation, and air conditioning (HVAC), water heating, lighting, electric vehicles (EV), event-based pricing program, time-of-use rates (TOU), and industrial process. The SUPPLIER will leverage available DRM data/information from other utility reports and experiences and make refinements to input assumptions to align with Tacoma Power feedback and resource planning principles.

For each DRM option, the SUPPLIER will provide a clear description, typical and upper bound implementation characteristics, and pros/cons we may expect. This description will include topics such as (but not limited to): estimate of participation given the assumed incentive or rate structure and DRM performance characteristics such as per device, per hour kW reduction, firmness, number of events, event duration, consecutive events, notice periods, seasons, and snap-back.

The SUPPLIER will identify all fixed and variable costs to operate a DRM program. The SUPPLIER will identify if any DRM is mutually exclusive/double counts from other identified measures. The SUPPLIER will clearly identify the source of all DRM assumptions. The SUPPLIER/Tacoma Staff may propose to include supplemental DRMs or adjust DRM assumptions.

Development of EE and DR Potential Estimates

Prepare Participation Rate Estimates (CPA/DRPA)

The SUPPLIER will identify participation rates for the DRPA and CPA. DR assumptions should be initially based on information from other utilities that operate DR. The SUPPLIER will adjust the participation rates to be applicable to Tacoma Power, as new information emerges, or input is received from Tacoma Staff. The SUPPLIER will develop implementation ramp rates for realistic achievable potential. Related to the CPA, some large customers or measures may require modification to the standard Power Council ramp rates due to unique circumstances. The SUPPLIER should incorporate prior conservation accomplishments and energy conservation audits the utility has conducted.

Energy Conservation Potential (CPA)

The SUPPLIER's analysis will include both at-meter and at-busbar potential. The report is to include only at-meter potential. The analysis will include an estimate of the following types of conservation potential on an annualized basis:

“Technical Potential” is the theoretical maximum amount of energy use that could be displaced by efficiency, disregarding all non-engineering constraints such as cost effectiveness, the willingness of end-users to adopt the efficiency ECMs, or the time period. It should also properly account for previously acquired conservation.

“Achievable Technical Potential” refers to the subset of Technical Potential assuming ECM specific ramp rates as developed above. This takes into account real-world barriers that are inherent to participation in efficiency markets for the time period under consideration.

“TRC Achievable Economic Potential” refers to the subset of the achievable technical potential that is economically cost-effective for Tacoma Power from a TRC perspective.

“UCT Achievable Economic Potential” refers to a subset of the achievable technical potential that is economically cost-effective for Tacoma Power from a UCT perspective, exclusive of customer costs and benefits.

Demand Response Potential (DRPA)

The SUPPLIER's analysis will include at-meter and at-busbar potential. The report is to include only at-meter potential. The analysis will include an estimate and report of the following types of DR potential on an annualized basis:

“Technical Potential” is the theoretical maximum amount of DR or energy shift that could be displaced by DR, disregarding all non-engineering constraints such as cost-effectiveness, the willingness of end-users to adopt the DRMs, or the time period.

“Achievable Technical Potential” refers to the subset of Technical Potential assuming DRM-specific ramp rates. This takes into account real-world barriers that are inherent to participation in DR markets for the time period under consideration.

“Binned UCT Levelized Achievable Potential” refers to the achievable technical potential grouped in levelized cost bins.

Economic Metrics

In cooperation with Tacoma Staff, the SUPPLIER will calculate economic results for each measure. The SUPPLIER will provide sufficient economic supporting data to allow Tacoma Staff to independently review the calculations, calculate the economics, or apply results to other needs.

CPA Metrics

The economics will be calculated at busbar, to incorporate losses. The potential will be defined as at-meter savings.

The TRC Benefit Cost Ratio (BCR) test will include all relevant and quantifiable benefits and costs per the Power Council methodology. ECMs that provide a BCR of 1.0 or greater will be considered in the TRC economic potential.

- The UCT BCR. ECMs that provide a BCR of 1.0 or greater will be considered in the UCT economic potential.

- The Participant Test simple payback period will be determined for each measure.
- A levelized measure cost will be determined for each measure.
- A cost per first-year kWh will be determined for each measure.

DRPA Metrics

- A levelized cost for each DR measure.
- A cost per first year kW for each DR measure.

Segmentation (CPA)

The following outlines the expected segments required in the CPA analysis and reports. The degree of effort in each of the following segments should be roughly commensurate with the amount and cost of the conservation potential of that segment. Building types, industry groups, and end-uses will be consistent with Power Council.

Sector: By residential, commercial, street/off-street lighting, industrial, and JBLM comprised of J-Residential and J-Commercial. JBLM energy conservation projects may cost more than non-Federal conservation projects. In addition, JBLM has historically adopts conservation at slower rate than the remaining service territory. Therefore, JBLM specific measures and modified ramp rates will be adopted in this study per guidance provided by Tacoma Power.

Sub-sector: Building types modeled for the study to include:

New Residential

Most load growth within residential is expected to be low-rise and mid-rise construction.

By end-use (appliances, lighting, HVAC etc.)

Existing Residential

By two groups defined by Area Median Income categories and by three groups based on the Tacoma Equity Index.

By building type (i.e., single family, 2-4 unit, low-rise, mid-rise, and manufactured housing)

By end-use (appliances, lighting, HVAC etc.)

New Commercial

To the extent possible with the available forecast and other information, estimate the potential by building type.

By end-use (appliances, lighting, HVAC etc.)

Existing Commercial

By building type (e.g., assembly, college, food service, grocery, hospital, lodging, office, other health, multi-family common area, residential care, retail, restaurant, school, warehouse, misc.-classified, misc.-unclassified). Tacoma Power may want further stratification of business potential by other categories to be determined. As an

example, this may include a small business or non-profit type of stratification.

Note, Tacoma Power classified the commercial building stock with more building types than the CBSA. The SUPPLIER and Tacoma Staff will collaborate to fit the additional detail. These remaining building types will be categorized as "Other Classified". Accounts not classified will be categorized as "Other Unclassified".

Street and Off-Street Lighting

Existing Industrial

By high-level manufacturing category

Major industry sector categories (e.g., paper, lumber wood products, petroleum, chemical, refrigerated warehousing, refrigerated warehouse, municipal water, municipal wastewater, stone clay glass, food manufacturing, rubber, and plastics, other). Note, municipal water, wastewater, indoor agriculture, and refrigerated warehouse facilities are classified as industrial.

Most load growth within industrial is expected to occur within existing facilities except as specifically noted in the load forecast.

By conservation type: Discretionary and Lost Opportunity.

By major end-use: (e.g., interior lighting, exterior lighting, Lighting, motors, process, space heating, space cooling, ventilation, miscellaneous)

Aggregation Categories (DRPA)

The SUPPLIER will analyze and display DR potential in several ways, such as described below. In addition, the Microsoft Excel workbooks of results will permit the utility to aggregate in combinations as needed.

By year

By season

By time period (e.g., morning, afternoon, evening)

By sector (residential, commercial, JBLM, and industrial)

By sub-sector (for residential and commercial, by building type; for industrial, by major industry type)

By end-use (HVAC, Water Heating, Lighting, EV etc.)

By type of DR

Deliverables

This study will result in multiple deliverables. For all deliverables, the SUPPLIER shall provide a draft to Tacoma Staff for review. After receiving Tacoma Staff's feedback, the SUPPLIER will update deliverables as appropriate and provide information back to Tacoma Staff on the changes.

Kickoff Meeting and Work Planning

Facilitate five online kickoff meetings among each of the teams (planning, residential, business, data, management) with Tacoma Staff. Topics covered include, but are not necessarily limited to, initial scope of work, project schedule, overview of process, measure development, prototypes, Tacoma Power datasets, and the initial measure list. After the meetings the SUPPLIER will update scope of work and work plan.

Consumption Characterization: Sector/Building/End Use Profile Characterization and Usage Forecasting

SUPPLIER will deliver the characteristics consistent with Appendix A. Deliverables may be Excel workbooks, PowerPoint presentations, memos, or another transparent and easily reviewable format, to be determined in the work plan.

Prototype Models: Provide summary documentation of building assumptions used to model savings or demand impacts. This includes but is not limited to, square feet of conditioned space/walls/windows, end-use intensity, etc.

Market Profiles: Summarize energy consumption and estimated winter and summer coincident demand at peak within Tacoma Power's service territory for 2023 at a detailed level. Data will be provided by sector, market segment, vintage, end use, and technology and calibrated to Tacoma Power sales in 2023.

End-Use Load Forecast: Provide documentation of disaggregated load forecast by consuming sectors, building types, and end-uses. Forecast will also be able to convert to rate class.

Codes, Standards, and Market Effects: Provide documentation of how the state building codes, federal efficiency standards, market effects relate to the reference end-use forecast.

Measure Development

The SUPPLIER will develop conservation and DR measure assumptions per Appendix A. In addition, to the basic measure documentation, the SUPPLIER shall deliver results of the severe winter and summer estimates.

Development of EE and DR Potential Estimates

The SUPPLIER shall develop EE and DR potential estimates based on Appendix A and based on the measure and building/sector characterization above. The SUPPLIER shall assume that the results will be updated two to three times based on feedback from Tacoma Staff.

Reports and Models

Reports will compare results with the previous studies and provide important context when values significantly change. The SUPPLIER will produce draft and final memos that document how the potential analysis complies with WAC requirements. Tacoma Staff will review draft documents and provide comments to the SUPPLIER for subsequent revision.

The SUPPLIER shall provide reports, PowerPoints presentations, datasets, and supporting documentation meeting the requirements of the State Auditor's Office as outlined by relevant sections of WAC 194-37, WAC 194-50, and WAC 194-40.

The following are examples of what is expected in the reports. The reports will describe the general methodology and measure development used for the assessment, market characterization, baseline projection and the potential estimates at several times periods, e.g., 2, 5, 10, 20, and 25 years. The SUPPLIER will provide important underlying findings

and insights on unique issues related to the measures and the potential. The SUPPLIER shall incorporate the expected winter and summer demand reduction impacts of the conservation potential.

Report, Documentation, Models and Datasets

CPA Report and Slide Deck For Regulator Purposes

The SUPPLIER shall provide a report, slide deck presentation and supporting documentation meeting the requirements of the Washington State Auditor's Office as outlined by relevant sections of WAC 194-37, WAC 194-50, and WAC 194-40.

CPA Report and Slide Deck for Internal Purposes

The SUPPLIER shall provide a report, slide deck presentation and supporting documentation similar in format to the documents for regulator purposes (above). The internal report and slide deck will provide both TRC and UCT results and highlight similarity and differences between the results from the two metrics.

Codes and Standards Report and Slide Deck

The SUPPLIER shall provide a report, slide deck presentation and supporting documentation similar in format to the documents for regulator purposes (above). The effects of State Energy Code and Federal Standard shall be disaggregated.

DRPA Report and Slide Deck

The SUPPLIER shall provide a report, slide deck presentation and supporting documentation.

Modeling Tool of Codes, Standards, and Market Effects (CPA)

The SUPPLIER shall develop a tool that provides the results due to State Energy codes and performance standards, Federal standards, and market effects by year to potential by hour (8760 or 8784 hours as appropriate). The tool should include sum checks and diagnostics, tables, and charts to ensure the hourly values sum to reported annual values. The tool shall switch between different metrics such as MWh, winter peak demand, summer peak demand, etc. The tool shall provide potential results by portfolio, sector, and rate class. The results must be at busbar and include losses. Tacoma Power prefers this tool is delivered in Microsoft Excel format. This tool will be used by Tacoma Power for IRP and load forecasting purposes.

Modeling Tool of Conservation Potential (CPA)

The SUPPLIER shall develop a tool that provides the conservation potential by year to potential by hour (8760 or 8784 hours as appropriate). The tool will include sum checks and diagnostics, tables, and charts to ensure the hourly values sum to reported annual values. The tool shall switch between different metrics such as TRC potential, UCT potential, Power Council ramps and custom ramps. The tool will provide the potential by portfolio, sector, and rate class. The results will be at busbar and reflect losses. Tacoma Power prefers this tool is delivered in Microsoft Excel format. This tool will be used by Tacoma Power for IRP and load forecasting purposes.

Potential Data Sets and Documentation (CPA/DRPA)

The conservation potential datasets will include the most current and relevant ECMs identified by the Power Council Regional Technical Forum. There may be situations where the SUPPLIER or Tacoma Staff may propose/include supplemental measures. The demand response potential datasets will include current and relevant DR measures identified by other utilities and planning organizations. There may be situations where the SUPPLIER or Tacoma Staff may propose/include supplemental measures. Adjusted or supplemental measures will be clearly noted in the dataset and other crosswalk documentation. The SUPPLIER will clearly identify the source of ECM data and updates to these assumptions. The potential will be defined as at-meter savings potential. The economics will be calculated at busbar and incorporate losses.

The SUPPLIER shall provide reports, PowerPoints presentations, datasets, and supporting documentation meeting the requirements of the State Auditor's Office as outlined by relevant sections of WAC 194-37, WAC 194-50, and WAC 194-40.

JBLM Cross Walk to CPA Documentation

Tacoma Staff will provide summary documentation to support allocation of energy consumption among building types and end-uses. The SUPPLIER will use this data to cross walk military building types to civilian building types.

Detailed Information in Data Sets. Potential data sets typically provide many types of information such as costs, savings, measure life, saturation, savings, etc. The SUPPLIER will provide field definitions of data fields and include a description of how each field is derived. Each ECM record in the dataset will clearly identify savings and costs as either incremental or total. The SUPPLIER and Tacoma Staff will collaborate on the fields included in the workbooks.

The final dataset fields must be defined in such a way to allow Tacoma Staff the ability to develop reporting tables. Tacoma Staff will work with the SUPPLIER to develop the field type needs. Examples of dataset fields include but not limited to:

Sector

Segment (Building type)

End-use

Measure type

Construction type

Resource type

Measure name

Baseline description

Unit type (e.g., per square foot, unit, etc.)

Per-unit energy savings

Per-unit installed measure costs

Cost basis (i.e., total, or incremental)

Incremental annual O&M cost

Measure cost per first-year kWh
Programmatic overhead percent assumption
Measure life
Total quantity of unit type
Quantifiable monetizable non-electric benefits per unit
Technical Potential
Achievable Technical Potential annualized
Achievable Economic Potential annualized
Quantifiable monetizable non-electric impacts
Annual TRC BCR test results
Annual UCT BCR test results
Levelized measure results
ECM data source identification if different from standard Power Council data
End-use load shape identification
ECM acquisition ramp identification
Source of measure energy savings
Source of measure cost
Source of measure life
Brief notes describing the reason for any adjustment. Notes section to be used for other adjustments, e.g., ramp rates, measure costs, measure life, etc.

Datasets: The SUPPLIER and Tacoma Staff will collaborate on the format and column types to be included in the datasets. The dataset will include but not limited to the items identified in Appendix A. The SUPPLIER will collaborate with Tacoma Staff on additional summary information that meets various internal planning needs, such as load forecasting and the IRP model. For the IRP model, the SUPPLIER will provide documentation and datasets sufficient to document and model conservation resource impacts in an IRP 25-year hourly model.

Training Support

SUPPLIER will provide a one-day ECM/potential/end-use forecast/profile dataset and software/applications (e.g., Excel, Access, SAS) virtual training for Tacoma Staff.

Regulatory Support

SUPPLIER will provide regulatory support during State Auditor's Office review of Tacoma Power potential development. This includes but is not limited to the process of the CPA, methodology, application systems, data, and assumptions, etc. The State Auditor's Office conducts audits at their timing and discretion. The City of Tacoma will not pay additional fees for this task and all deliverables should be quoted with this in mind.

Special Projects for 2026-2050 CPA/DRPA

Tacoma Power has a significant number of customers that operate legal indoor grow operations. However, there are little or no end-use information to develop a characterization of how energy is used or estimate conservation opportunities. With this special project, the SUPPLIER will collaborate with Tacoma Staff to estimate and develop an Indoor grow industrial segment and associated measure assumptions. This work will not include any primary research. It may include available previous studies or expert opinion.

Data Sources

The SUPPLIER shall reference existing appropriate data sources, studies, and forecasts to the extent practicable in meeting the study objectives. A sample of the anonymized account records is available electronically upon request. Sample data sets are account data, JBLM building data, and accomplishment data.

Tacoma Power can provide the following data and studies for this work:

- Account records, including multiple year annualized energy consumption, feeder, and accounts classified by sector and sub-sector. Nearly all records are linked to County Assessor data, which provide building characteristics such as type and year built, HVAC system, and conditioned floor space data. Data related to the equity zone of the account. Conservation accomplishment at an account level. Details of the ECMs installed are provided in a separate dataset that can be related to the account dataset. This dataset in flat file format.
- Presence of Electric Heat Update. This study determined residential single-family account-by-account heat fuel type. This section to be revised heavily, assuming we receive the Puget Sound Energy account data.
- Tacoma Power historical hourly load data
- Mid-C historical price data
- Tacoma Power retail power sales forecast by rate class
- Tacoma Power 20-year hourly avoided energy market price forecast
- Tacoma Power 20-year hourly avoided capacity price forecast
- Tacoma Power 20-year hourly utility and regulatory required avoided cost adder forecast
- NOAA daily max, min, and average temperature data
- Tacoma Power 2022 IRP
- 2023 Tacoma Weatherization Non-Participant Study
- 2018 Tacoma Residential Characterization Survey
- Select large customer 2023 hourly power consumption
- Available large customer site assessments.
- JBLM summary building description dataset: For most buildings, the utility shall provide the facility type, area (SF), and year-built information. JBLM has a diverse range of building types, including but not limited to warehouse, hangars, dining hall, administration, logistics, headquarters, control tower, flight operations, flight simulator,

maintenance (vehicle), barracks, hospital, retail, restaurant, wastewater management, and residential.

- Available JBLM conservation audits.
- Cadmus Group electrification study datasets (broken down by year, sector, building type, end-use, and measure technology)

Supplier Name: _____

Proposed Budget for Tacoma Power 2026-2050 Conservation and Demand Response Potential Assessment

| Role | Name | Firm | Hourly Rate | Deliv. A | Deliv. B | Deliv. C | Deliv. D | Deliv. E | Conservation and Demand Response Potential Assessment Total | | Deliv. F | |
|--------------------|------|------|-------------|-----------------------------------|--------------------------|---------------------|---------------------|----------------------|---|---------|-----------------|---------|
| | | | | Kickoff Meeting and Work Planning | Characterize Consumption | Measure Development | EE and DR Potential | Reporting and Models | Hours | Dollars | Special Project | |
| | | | | Hours | Hours | Hours | Hours | Hours | | | Hours | Dollars |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| | | | | | | | | | | | | |
| Total Hours | | | | | | | | | | | | |
| Labor Cost | | | | | | | | | | | | |
| Other Expenses | | | | | | | | | | | | |
| Travel Cost | | | | | | | | | | | | |
| Total Costs | | | | | | | | | | | | |

APPENDIX B

Signature Page

SIGNATURE PAGE

**CITY OF TACOMA
Power Management**

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. PM23-0237F
CONSERVATION AND DEMAND RESPONSE POTENTIAL ASSESSMENT**

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.

APPENDIX C

Sample Contract

City of Tacoma Insurance Requirements

SERVICES CONTRACT

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

Start Questionnaire

Finalize Document

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

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

1. Scope of Services/Work

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

2. Order of Precedence

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

3. Changes to Scope of Work

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

4. On Call Contracts

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

5. Term

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

6. Renewals

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

7. Delay

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

8. Compensation

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

9. Not to Exceed Amount

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

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

10. Payment

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

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

11. Payment Method

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

12. Independent Contractor Status

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

13. Services Warranty

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

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

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

14. Reliance on CITY Provided Data or Information

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

15. Contract Administration

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

16. Specific Personnel

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

17. Right to Audit

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

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

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

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

18. Records Retention

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

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

19. Notices

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

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

20. Termination

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

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

21. Suspension

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

22. Taxes

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

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

23. Licenses and Permits

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

24. Indemnification

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

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

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

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

25. Title 51 Waiver

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

26. Insurance

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

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

27. Nondiscrimination

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

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

28. Conflict of Interest

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

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

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

30. Public Disclosure

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

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

31. Confidential or Proprietary Records Must be Marked

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

32. Duty of Confidentiality

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

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

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

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

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

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

33. Approval for Release of Information Related to Contract

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

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

34. Dispute Resolution

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

35. Miscellaneous Provisions

Governing Law and Venue

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

Assignment

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

No Third Party Beneficiaries

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

Waiver

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

Severability and Survival

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

Entire Agreement

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

Modification

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

Direct Solicitation and Negotiation

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

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

CITY OF TACOMA:
By: _____

CONTRACTOR:
By: _____

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

Director of Finance: _____

City Attorney (approved as to form): _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____

Approved By: _____



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.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

- 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.
- 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.



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

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.

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 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.

3.3 Employers' Liability Insurance

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

3.4 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) 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.

3.5 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 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).



CITY OF TACOMA INSURANCE REQUIREMENTS FOR CONTRACTS

3.6 Other Insurance

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