



City of Tacoma, WA

CITY OF TACOMA
REQUEST FOR PROPOSALS
TRANSLATION SERVICES
SPECIFICATION NO. CT18-0201F



City of Tacoma
City Wide

REQUEST FOR Proposals CT18-0201F
Translator Services

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, July 17, 2018

Submittal Delivery: Sealed submittals will be received as follows:

<p>By Carrier: City of Tacoma Procurement & Payables Division Tacoma Public Utilities 3628 S 35th Street Tacoma, WA 98409</p>	<p>In Person: City of Tacoma Procurement & Payables Division Tacoma Public Utilities Lobby Security Desk Administration Building North – Main Floor 3628 S 35th Street Tacoma, WA 98409</p>
<p>By Mail: City of Tacoma Procurement & Payables Division Tacoma Public Utilities PO Box 11007 Tacoma, WA 98411-0007</p>	<p>Note: This is a change in location for in-person deliveries.</p>

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

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

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

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

Project Scope: To provide written, speech, and in-person translation services for multiple departments for The City of Tacoma.

Estimate: \$150,000

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

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

Additional Information: Requests for information regarding the specifications may be obtained by contacting Alex Clark, Senior Buyer by email to aclark3@cityoftacoma.org.

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



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

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SUBMITTAL CHECK LIST

- A. This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and may not be considered for award.
- B. Please do not include this specification document with your submittal. Doing so may render your submittal non-responsive.**
- C. Sealed submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page at the front of this Specification or subsequent addenda. See also Section 3.04 Submittal Package Requirements.
- D. Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

<p>The following items, in this order, make up your submittal package: <u><i>Other than the forms listed below, please do not include other pages or content from this RFP document.</i></u></p>	
<p>1 Title Page (Section 3.02 A)</p>	
<p>2 Table of Contents (Section 3.02 B)</p>	
<p>3 Index of confidential information, if applicable (Section 3.03)</p>	
<p>City of Tacoma Forms (Section 3.02 C / Appendix A) – No substitutions or alterations – Do not alter these forms or add them to letterhead paper or present cover letters or blank pages ahead of them.</p> <p>4 a. Signature Page (this form is intended to serve as the first page of your submittal after the Title Page and Table of Contents) b. Prime Contractor's Pre-Work Form c. Price Proposal Form</p>	
<p>Provide the following in a sealed envelope or package labeled with the specification number, specification title, and Respondent name and address as indicated in Section 3.04:</p> <ul style="list-style-type: none"> • Paper Copies <ul style="list-style-type: none"> ❖ One original copy of your complete submittal, arranged as indicated in Sections 3.01 and 3.02. ❖ Six copies of the complete original submittal. • Electronic copies (USB drive, labeled with company name): <ul style="list-style-type: none"> ❖ One electronic copy of the complete submittal in either Word or PDF format, arranged as indicated in Sections 3.01 and 3.02. Provide the electronic copy as a single file rather 	

than multiple individual documents.

- ❖ There should be ONE documents on the USB drive

Clearly identify paper documents as original and copies.

After award approval, the following will be required:

1	Contract (Appendix B) – Contract incorporating terms and conditions contained herein
2	Certificate of Insurance and applicable endorsements
6	City of Tacoma business license, if applicable (Appendix B – See item 1.05 B. of the Standard Terms and Conditions)
7	Verification of Washington business license (Appendix B – See item 1.05 A. of the Standard Terms and Conditions)

REQUEST FOR PROPOSALS CT18-0201F
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SECTION 1 – PROJECT OVERVIEW / CALENDAR / INQUIRIES

Items that are lined out (strikethrough) do not apply to this solicitation.

1.01 PROJECT OVERVIEW AND PURPOSE

- A. The City of Tacoma (City) is soliciting proposals to establish one or more contracts with qualified vendors to fulfill the City's needs for translator services on an as-needed basis for up to five years.
- B. The preference is to award a single contract. However, the City reserves the right to split the award, reduce the award, or make no award, if it is in the City's best interest.
- C. Products offered by Respondent must be new and unused unless specified otherwise in these Specifications.
- D. Respondents may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected.
- E. Submittals must comply with these specifications. Failure to comply with all provisions of the RFP may result in disqualification.
- F. This solicitation may be found at www.tacomapurchasing.org: Navigate to *Contracting Opportunities / Services or Supplies or Public Works and Improvements Solicitations*, scroll to this RFP and click the word *Specification*.

1.02 CALENDAR OF RFP EVENTS

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

Publish and Issue RFP	June 14, 2018
Pre-Proposal Questions	June 22, 2018
Response to Questions	June 29, 2018
Submittal Due Date	July 17, 2018
Submittals Evaluated	July 25, 2018
Interviews/presentations, if conducted	July 31, 2018

1.03 PRE-SUBMITTAL CONFERENCE / QUESTIONS AND REQUESTS FOR CLARIFICATION — DATES UPDATED WHEN DRAFT IS COMPLETE

- 1. A pre-submittal conference will not be held; however, questions and requests for clarification of these Specifications may be submitted in writing by **3:00 p.m., Pacific Time, July 17, 2018**, to Alex Clark, Purchasing Division, via email to aclark3@cityoftacoma.org. Questions received after this date and time may not be answered.

2. Please indicate the RFP specification number and title in the email subject line.
 3. Present your questions in MS Word format or directly in the body of the email message. Where applicable, cross reference the specific section of the RFP. Please avoid using tables to format the questions.
 - a. The questions will be copied into a Word template; please keep the formatting simple (e.g., Arial 11, flush left) by avoiding multiple fonts, multiple formats, and the use of tables, styles, headers, footers, etc.
 4. Questions will not be accepted by telephone or fax.
 5. Questions marked confidential will not be answered.
 6. Questions will be held until the deadline and answered collectively.
 7. Individual answers will not be provided directly to Respondents.
 8. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
 9. The City will not be responsible for unsuccessful submittal of questions.
- A. Written answers to questions will be posted with the Specification on or about **June 29, 2018**, on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Services or Supplies or Public Works and Improvements Solicitations*, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
 - B. To receive notice of the posted answers, you must register as a “bid holder” for this solicitation. Notices will not be sent if no questions are received.
 - C. The answers are not typically considered an addendum. (See Section 1.09)

1.04 ACCEPTANCE AND RESPONSIVENESS

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

1.05 CONTRACT TERM

- A. The Contract will be for a two-year period with the option to renew the Contract for three additional one-year terms, which includes one-year of maintenance and support.

- B. This Contract shall remain open to additional purchases (interlocal, tag-on, and piggyback) by this or other agencies for the full Contract term with periodic cost adjustments based on actual manufacturer's price increases.

1.06 PRICING

- A. Pricing under any Contract resulting from this RFP shall be firm for the Contract period unless an adjustment is mandated by statute.
- B. Submitted prices must include all labor and expenses, including travel, and any tools or costs required to service the account and complete this project.
- C. Submitted prices shall include costs of servicing the account, all contractual requirements during Contract period such as transportation, travel, permits, labor, insurance costs, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material and workmanship and be subject to these Specifications in full.
- D. The City reserves the right to negotiate all costs/prices submitted.
- E. The City may award to other than the highest ranked Respondent if the price offered by the Respondent is more than the budget available for this project.

1.07 BUDGET

- A. The amount budgeted for this project is \$150,000.
- B. Submittals over the budgeted amount may receive reduced or zero points for "Fees and Charges / Value" in the Section 3.05 Evaluation Criteria or be dropped from consideration.

1.08 RESPONDENTS ORIGINATING OUTSIDE THE UNITED STATES

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

1.09 REVISIONS TO RFP – ADDENDA

- A. In the event it becomes necessary to revise any part of this RFP, addenda will be issued to and posted on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Services or Supplies or Public Works and Improvements Solicitations*, and scroll to this RFP. Failure to acknowledge addenda may result in a submittal being deemed non-responsive.

- B. Answers in response to RFP inquiries (see Section 1.03 above) are not typically provided as an addendum.

1.10 CITY CONTACT INFORMATION

- A. All communications concerning this solicitation shall be directed via email to the Purchasing contact:
Alex Clark / aclark3@cityoftacoma.org
- B. Any Respondent seeking to obtain information, clarification, or interpretations from any external firm or agency, or City official or City employee other than the Purchasing contact or other Purchasing staff member, is advised that such material is used at the Respondent's own risk. The City will not be bound by any such information, clarification, or interpretation.
- C. Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or an individual approved in writing by a Purchasing staff member, or contact with a firm hired by the City to provide consulting services regarding this RFP, may be grounds for rejection of the Respondent's submittal.
- D. NOTE: City employees and persons or firms representing the City will not contact you or seek to advise you on matters pertaining to this RFP, your submittal, or the City's expectations regarding the proposed work other than as stated in the Request for Proposals documents.

SECTION 2 – PROJECT SCOPE / TECHNICAL PROVISIONS

See Appendix D for Project Scope

2.01 BACKGROUND

The City of Tacoma has previously used different companies for a variety of translator services. The City would like to consolidate the provider of these services into one vendor to make using translator services easier and to get the best price.

2.02 TECHNICAL REQUIREMENTS

- A. Contractor must have all necessary equipment, installed and functioning at time of Bid submittal, to provide the services required in the contract.
- B. Contractor must have telephone terminal equipment with expansion capabilities to accommodate an increase in call volume, as needed.
- C. Contractors must be capable of collecting the detailed call traffic information needed to produce the reports required by the contract.
- D. Interpreter Services must be provided from a professional facility and not from the interpreter's home or other non-professional setting.
- E. If the vendor decides to utilize video conferencing to provide American Sign Language translation, the vendor must be able to provide a way to stream video. This could be via tablet, work-station, video-phone, or any other video streaming device.

2.03 MINIMUM REQUIREMENTS/CORE LANGUAGES

Contractors are required to have at least three years of experience in providing interpreter/translating Services to state or local government entities on a 365-days a year, 7-days a week, 24-hours a day basis. They must also have been providing an average of at least 100,000 minutes of Telephone Based Interpreter Service calls per month within the past year.

The city has an interest in the translating services of all languages in all formats. At minimum, including the ability to provide translating service for American Sign Language, the service provider must be able to provide speech (in-person and phone), and written services for these languages:

These languages are to be referred to as "Core Languages."

Language	Minimum required
SPANISH	Speech/Written/ In-person
RUSSIAN	Speech/Written/ In-person
KOREAN	Speech/Written/ In-person
MANDARIN	Speech/Written/ In-person
VIETNAMESE	Speech/Written/ In-person
ARABIC	Speech/Written/ In-person
CAMBODIAN	Speech/Written/ In-person
UKRAINIAN	Speech/Written/ In-person
CANTONESE	Speech/Written/ In-person
FARSI	Speech/Written/ In-person
SWAHILI	Speech/Written/ In-person
LAOTIAN	Speech/Written/ In-person
SOMALI	Speech/Written/ In-person
TIGRINYA	Speech/Written/ In-person
SAMOAN	Speech/Written/ In-person
FRENCH	Speech/Written/ In-person
ROMANIAN	Speech/Written/ In-person
SORANI	Speech/Written/ In-person
PORTUGUESE	Speech/Written/ In-person
TAGALOG	Speech/Written/ In-person
JAPANESE	Speech/Written/ In-person
PUNJABI	Speech/Written/ In-person
BENGALI	Speech/Written/ In-person
SERBIAN	Speech/Written/ In-person
CZECH	Speech/Written/ In-person
BOSNIAN	Speech/Written/ In-person
THAI	Speech/Written/ In-person

2.04 SCOPE OF WORK

The City of Tacoma has a need for phone, written, and in-person translation services. The contractor will provide these services per the following scope of work:

2.04.1 Phone Services:

2.04.1.1 General

- 1.) Install and train staff on how to use dual-handset devices for walk-in translating requirements.
- 2.) Maintain the capabilities to provide immediate language translations for the required languages 24 hours a day, 7 days a week, and 365 days a year.
- 3.) Provide phone translator services per the below.

a. On average, Contractor must answer at least 95% of all incoming calls within five seconds of the call starting to ring at the Contractor's facility. The call may be answered by an automated attendant but the customer must be given an option, either by voice prompt or keypad selection, to speak with a live operator/customer service representative. If the customer opts for a live operator/customer service representative, connection must occur within ten seconds of the customer's selection.

b. On average, Contractor must respond to calls at a rate of 95% or greater within 30 seconds of the client's language being identified. Once interpretation begins, the call cannot be placed on hold or put into a queue of any kind.

c. In the event interpretation service for Spanish, Russian, Korean, Mandarin, Vietnamese, Arabic or Cambodian does not begin within 60 seconds of the client's language being identified, the City of Tacoma shall not be charged for any interpretation services provided for the duration of the call.

In the event any interpretation service request for Spanish, Russian, Korean, Mandarin, Vietnamese, Arabic or Cambodian results in a customer being told "no interpreter is available," the Contractor will be subject to a self-assessed penalty equal to the cost of the customer's average interpreter call for the month in which the "no interpreter available" event occurs. These penalties will be assessed monthly and will be itemized and deducted from the appropriate monthly invoice total.

d. Contractor must provide toll-free access to interpreter services from anywhere in the United States, 365-days a year, 7-days a week, 24-hours a day.

2.04.1.2 INVOICING

1. Contractor must only invoice for the time that interpreter service is provided. Time required establishing the language service needed and/or connection time to the appropriate interpreter will not be chargeable. Billing of the interpretation period starts when the interpreter, client, and customer all connect to the call. The interpretation period is ended when either the interpreter, the customer, or the client has disconnected from the call.

2. Invoices will be prepared at the end of every calendar month and delivered to the The City of Tacoma no later than the 15th day of the calendar month immediately following the month under invoice.

3. Invoices will reflect billing increments of one-tenth of one minute. For any period of time which falls between tenth of a minute, Contractor will round up to the next tenth of a minute. One-tenth of one minute is defined as six seconds.

4. The minimum billable charge shall be equal to a one minute charge at the rate of the language for which interpreter service is provided.

5. Invoices must contain the following information, at a minimum:

- a. Master contract number and/or any other unique contract identification number assigned
- b. Date of invoice.
- c. Contractor name and address.

- d. City of Tacoma account number and Department name/program.
- e. Billing period.
- f. Interpreter Connection Time.
- g. Total number of calls interpreted.
- h. Total number of billable interpretation minutes.
- i. Total number of "no interpreter available" calls.
- j. Percentage of calls connected in 30 seconds or less.
- k. Total number of calls resulting in interpreter connection times of greater than 60 seconds.
- l. Total number of dropped calls between the time the call is answered by an automated attendant or live operator and the time an interpreter is online
- m. Total dollar amount of credits and/or penalties for qualifying calls that do not meet the criteria established herein
- n. Total dollar amount due.
- o. Any applicable prompt payment discount(s) available.
- p. Date and time of each interpreter service occurrence provided.
- q. Interpreted language associated with the call.
- r. Duration of the interpreter service provided, measured in tenth of a minute increments.
- s. Contract rate per minute.
- t. Billable amount associated with each call.
- u. Interpreter identification number or code as assigned by the Contractor.

2.04.1.3 EMERGENCY MANAGEMENT PLAN

1. Contractor must have in place an Emergency Management Plan (EMP) to guarantee continued services and/or limited disruptions during and following natural disasters or other potentially disrupting events. (e.g.; earthquakes, power outages, etc)
2. Contractor must have a high-speed emergency notification system to be used for crisis communications. The system must be capable of efficiently sending notifications via phone and/or email to all customers prior to, during, and after a crisis or emergency, 365-days a year, 7-days a week, 24-hours a day.

2.04.1.4 CONFIDENTIALITY STATEMENT

1. Contractor must possess a signed and dated Confidentiality Statement for each interpreter, either employed or contracted, prior to that interpreter providing service under the Contract.

2.04.1.5 INTERPRETER OPERATIONAL REQUIREMENTS

1. The interpreter will remain neutral in the conversation unless prompted by either the Client or customer with additional instructions.
2. The interpreter will speak in the first (1st) person.
3. The interpreter will use the utmost courtesy when conversing with the customer and/or the client.
4. The interpreter will respect cultural differences of the client.

5. The interpreter will refrain from entering into a disagreement with the customer and/or the client.
6. The interpreter will accurately interpret the client's statements and relay the message in its entirety with the meaning preserved throughout the conversation. Information will not be edited or deleted which may erroneously change the meaning of the client's statements.
7. All conversations or interpretation between the interpreter, the customer and the client will remain confidential and will not be shared with individuals unrelated to the call. Calls must only be recorded for Quality Assurance and training purposes. Call recording may be further restricted in other state's Participating Addendums.

2.04.1.6 CUSTOMER RESPONSE CRITERIA

1. Response to The City of Tacoma's questions and concerns will be handled as expeditiously as possible and according to the following criteria:
 - a. General questions of concern: A written response to The City of Tacoma's questions is due within five working days from initial contact. If the response is incomplete at response due time, the response will be an update of steps taken thus far to answer The City of Tacoma's questions along with an estimated completion date. If a complete response is still not provided within seven days from initial contact, at The City of Tacoma's request, Contractor must provide a senior administrative contact to escalate the request.
 - b. Request for materials: Instructional materials must be mailed to The City of Tacoma within two working days of receiving the request.
 - c. All other requests: Time requirements for all other requests will be negotiated individually between The City of Tacoma and the Contractor.

2.04.1.7 QUALITY ASSURANCE PLAN

1. Contractor must have a Quality Assurance Plan (QAP) that describes an acceptable method for monitoring, tracking and assessing the quality of services provided under the Contract. The QAP must also describe how the Contractor will identify and resolve issues related to interpreter quality and/or performance, as well as The City of Tacoma's initiated concerns and/or complaints.

2.04.1.8 INSTRUCTIONAL MATERIALS

1. Contractor must provide instructional materials at no additional charge to assist end users in accessing the services that will be provided under the Contract. Materials should include language identification materials such as "I Speak" cards and procedural information for accessing the services.
2. Instructional materials must also include informational language posters for the public indicating interpretation services are available and free of charge. The informational language posters for the public must include (at minimum) the most frequent languages utilized by each participating state to be identified in each state's participating addendum.
3. Sample informational posters must be provided to The City of Tacoma for approval and possible editing free of charge in order to suit local languages/needs.
4. Instructional materials must be readily available to all customers, at no cost, throughout the term of the Contract.

2.04.2 Written Translation Services:

2.04.2.1 General Requirements

Maintain and monitor an inbox where requests can be received and responded to per the deliverables below:

1. The Vendor awarded this category of work will be asked to perform both fill-in and full translations. General translation projects may include Letters, Notices, Forms, Pamphlets, Brochures and Related Materials.
 - a. Fill-In Forms. For fill-in translation requests, Vendor is required to translate information for inclusion in printed forms or letters.
 - c. Full Translation Letters, Notices, Forms, Pamphlets, Brochures and Related Materials. For full translation requests, Vendor will be required to translate the entire document that is being requested. Such translations may be accompanied by a request for graphic design.
2. Principal Languages. Principal languages are listed in section 2.03. All other languages will be considered non-principal languages.
3. PREVIOUSLY TRANSLATED DOCUMENT UPDATES. Purchaser may, from time to time, request translation of new or changed text, and if necessary, re-key unchanged text in previously translated documents. All revisions must be proofread. Late Submission terms and conditions will apply. Requests for updates to previously translated documents translated by vendor will be submitted as new translation projects, with the title of "revision," to the Vendor who performed the original translation. Vendors shall accept all subsequent requests for updates to translations originally performed by Vendor. Vendor shall charge only for new and/or changed translations or rekeyed text and shall not charge for re-translation of already translated text.
4. CORRECTION PROCEDURES. Upon receiving reviewer's suggestions and comments, the translator will:
 - a. Check everything marked by the reviewer against the original translation to determine the most accurate translation of words/phrases/sentences.
 - b. On the version with the reviewer's markings,
 - b.1 Write "OK" by the word/phrase/sentence suggested by the reviewer that is adopted by the translator;
 - b.2 Write "1" by the word/phrase/sentence suggested by the reviewer that is not adopted by the translator to indicate the original translation is good as is and will not cause any misunderstanding;
 - b.3 Write "2" by the word/phrase/sentence suggested by the reviewer that is not adopted by the translator to indicate the suggested change is the reviewer's regionalism or personal preference.
 - c. Revise/change translation based on what is determined to be the most accurate translation.
 - d. Return revised final hard copies, electronic files, and reviewer's version with translator's markings to the Translation Service Coordinator.

2.04.2.2 Specific Requirements

2.04.2.2.1 Process

1. Purchaser will send a written request via email to Vendor detailing translation request, including all necessary details, such as translation language(s) and original text.

2. **RESPONSE TIME.** If Vendor cannot fill the request for client specific translations, Vendor must let the requestor know within four (4) business hours via telephone, fax or email.

3. **TURN-AROUND TIME.** All requests received by translation Vendor(s) after 12:00 PM (noon)(PST) shall be considered the next day's business, excluding weekends and holidays. Timelines for translation services will begin on the day the request is received by the translation Vendor and end on the day submitted. Mailing time to and from the requesting facility is not included.

Translation projects are to be completed in:

4. **Normal Timeframe.** Nine (9) business days, from the date of request for "normal" timeframe translation requests. All projects shall be submitted within the nine (9) day time frame; however, a one (1) business day grace period after the nine (9) day period will be granted if Corrective Translations are required. The grace period begins when the purchaser identifies the need for Corrective Translations. In the event translation work requires more than one (1) day to correct, the project will be deemed late and Late Fee Discounts will be applied.

5. **Rush Timeframe.** Four (4) business days or less, from the date of request for "rush" timeframe translation requests; A one (1) business day grace period will be granted for Corrective Translation. The grace period begins immediately following any purchaser identified corrections. In the event translation work requires more than one (1) day, the project will be deemed late and Late Fee Discounts will be applied. Rush timeframes will be negotiated at the time of request.

6. **PROJECT COMPLETION.** Vendor will receive full compensation for completed projects returned within the required timeframes. Purchaser considers translation projects to be complete when: All requested language documents have been submitted to Purchaser and all requested language documents are technically accurate (i.e., created using the correct fonts, are formatted correctly, and can be opened and printed). If upon receipt of the requested translations, it is determined that any of the documents are "technically inaccurate," the date and time stamp will be changed to the date and time in which technically accurate documents are delivered. Translation Vendor(s) will receive compensation for completed projects returned late (after the required timeframes) according to the following compensation table:

Project Return: Business Days Late	Compensation % of Contract Rate: Normal Timeframe	Compensation % of Contract Rate: Rush Timeframe
1	90%	75%
2	80%	50%
3	70%	25%
4	60%	No Compensation
5	50%	
6	40%	
7	30%	
8	20%	
9	10%	
10	No Compensation	

1.1

7. Questions. Contact the requestor with any questions regarding terminology used in the source document.

8. Meetings. Meet with Purchaser upon request to review compliance with the terms of the contract and to discuss service performance issues.

9. SECURE TRANSMISSION OF DOCUMENTS AND INFORMATION. Any document must be securely transmitted electronically from both directions. The vendor may use standard email encryption or an approved secure server file transfer process.

10. DELIVERY INFORMATION. Vendors must submit the following project delivery information with completed projects:

- a. The date the project is returned to the requester
- b. The name of the translator who translated the document
- c. The name of the reviewer who reviewed the translated document for accuracy
- d. Any other comments/information related to the project

11. Billing Specifications. Each invoice shall be accompanied by a log of all translation projects being invoiced. Billing should be directed to the ordering agency at the address shown on any field orders and/or purchase orders.

The log shall list the name of the requesting office, time period being reported and shall include the following for each project listed:

- a. Requesting office's order number indicated on the Translation Order Request form
- b. Date request was received by the translation Vendor
- c. Date completed translation was returned to Purchaser
- d. Project priority (Normal or Rush)
- e. Type of translation (i.e., Form, Brochure, and Pamphlet)
- f. Client identifier (i.e., client's last name or client's ID number)

- g. Language requested
- h. Translator's name
- i. Reviewer's name
- j. Word count
- k. Translation charge
- l. A sum total charge for all projects listed

12. FAX AND EMAIL CAPACITY. Vendor shall have the capacity to receive and transmit up to 100 fax and e-mail translation requests per day.

13. SECURITY. Any document must be securely transmitted electronically from both directions. Security measures include: email must be sent through Vendor's secured non-public network using standard email encryption or a pre-approved secure server file transfer process.

14. TRACKING SYSTEM. Vendor shall maintain their own tracking systems and shall electronically track all information related to requests, including all the information captured on the Translation Order Request form for all requests received by individual offices (requesters). Translation Vendor(s) will be required to submit this information as backup documentation with all invoices requesting payment for Category 6 services rendered.

15. ACCOUNT MANAGER. Vendor shall provide purchaser with the means to directly contact the account manager via email and telephone number.

2.04.2.3 Technical Specifications

1. DELIVERY MEDIA: When requested, Vendor must be able to provide completed translations on compact disk.

2. FILE FORMAT. When requested, Vendor must be able to provide completed translations as hard copy and electronic file PDF format, as well as native file format.

3. TRANSLATION MEMORY SOFTWARE. Vendor shall employ Translation Memory Software only in cases where large blocks of text are repeated or in order to create efficiency and accuracy as a part of a review process.

4. SOFTWARE COMPATIBILITY. When requested, Vendor must provide completed translations using PageMaker, Indesign, or Microsoft Word. Vendor must be able to prepare, process, format and revise translations using software compatible with PC and Macintosh computer systems.

5. GRAPHIC DESIGN. When requested, Contractor will be required to provide camera-ready graphic designs on electronic and hard copy form, utilizing laser printer or type setting. A cost estimate of any graphic design project will be presented to the ordering agency for approval prior to commencement of any additional work on a project. Contractor may also be asked to include text, titles and labels which is to be included in any cost estimate. An hourly rate is to be offered on the price sheets.

2.04.3 In-Person Translation Services:

Maintain and monitor an inbox where requests can be received and responded to per the deliverables below:

2.04.3.1 ELIGIBILITY

1. To be considered a responsive contractor, firm must provide:
 - a. Have the ability to provide on-site face-to-face spoken interpreting services
 - b. Be able to meet service requests for Pierce County and surrounding areas
 - c. Be able to provide services upon request
 - d. Have the ability to provide confirmation of scheduled interpreter services
 - e. Have the ability to submit to agencies any required report(s) on an as needed basis within ten business days after request. Elements of such reports may be by language, and may include, but not limited to, the following:
 - f. Dates of service
 - g. Project status: filled, unfilled, completed, cancelled and no shows
 - h. name of assigned interpreter
 - i. name of requestor
 - j. Dollar amounts paid for a given time period, to include hours, miles and any other costs
 - k. Experience hours per language for assigned interpreter

2.04.3.2 CONFIDENTIALITY OF CLIENT INFORMATION

1. Contractor/interpreter will take measures to prudently safeguard, protect and maintain confidentiality of client information from unauthorized disclosure of records, files, papers or other communications which come into its possession in the performance of services provided under this contract.

2. Interpreters are to be instructed to maintain confidentiality in the performance of this contract and the services provided. For Office of Administrative Hearings, please reference RCW 70.02.270. Requests for disclosure of the contents of contract files, papers, etc., or portions thereof, from members of the public shall immediately be transmitted or otherwise communicated to the Contract Administrator for appropriate action.

2.04.3.3 INTERPRETER IDENTIFICATION

1. All interpreters are required to have proof of identification.

2.04.3.4 OTHER CONSIDERATIONS

1. The Respondent should provide interpreters in person, on site or otherwise, when required.

The Respondent should specify in its proposal which languages are available for onsite interpretation. The requirement for in-person interpreters will be scheduled in advance and the Respondent will provide services within forty-eight (48) hours unless otherwise scheduled at a later date and time.

2. The Respondent shall be proficient in consecutive interpretation in which the interpreter listens to spoken statements of varying length in one language, and at the conclusion of the statement, translates it orally into another language. The interpreter must be proficient in

absorbing the information, mentally retaining it, and accurately transferring it into another language from which it is spoken.

3. The minimum billable time for onsite services will be two (2) hours.

4. When more than one interpreter is available for an assignment, the Respondent shall assign the interpreter closest to the site where services are needed, unless a specific interpreter is requested by the City of Tacoma.

5. Expedited onsite interpreter services shall be provided by the Respondent for requests received with less than forty-eight (48) hours' notice to the Respondent.

6. If it is anticipated that interpreter services will be needed in excess of eight (8) hours for a single session, The City of Tacoma and the Respondent will mutually determine if more than one interpreter shall be required or if the same interpreter will work for the full required duration.

7. An interpreter shall be physically present at the location specified by the City of Tacoma, including locations with security or other special requirements, and shall abide by all such security or special requirements.

8. The City of Tacoma shall have the ability to request a specific interpreter for a specific language interpretation for onsite service if the request is placed in advance of the actual time it is needed, in the manner detailed in Respondent's proposal.

2.04.3.5 INVOICING

1. Billing of Onsite Interpretation Services:

a. Language interpretation services for core languages and non-core languages shall be provided at per hour rates. At the time of assignment, the Respondent will be notified whether the assignment is for a specific activity or an identified timeframe (i.e., from 9 a.m. to 12 p.m.). If the assignment is for an identified timeframe that is greater than two (2) hours, the billing will proceed at 1/6th of an hour increments for the entire duration in excess of two hours, less a reasonable meal period (i.e., 30, 40 or 60 minutes). For a defined timeframe assignment, The City of Tacoma reserves the right to request the availability of an on-site interpreter for multiple assignments during this timeframe provided all assignments are within the same location. For example, an identified timeframe (court hearing assignment) may be from 9 a.m. to 3 p.m. and it is expected that four (4) separate hearings will occur during this period, and that there will be a 30 minute lunch period, the billing will be for 5.5 hours, (6 scheduled hours less a 30 minute lunch period), not for 2 hours per hearing, or 8 hours. Moreover, if the last hearing ran until 3:20 p.m., the billing would be for 6 hours and 20 minutes, less a 30 minute lunch period, or 5 hours and 50 minutes. Or stated another way, the billing for on-site interpreters will be for the duration of the identified timeframe, the initial 2-hour period from 9-11 a.m. and the duration of time after 11:00a.m. in 1/6th of an hour increments, less a lunch period.

b. Pricing quoted in the proposal page must be all-inclusive. The City of Tacoma will not reimburse or accept invoices with any charges outside of what is listed on the price proposal page. This includes, but is not limited to, mileage or meals.

c. For a request for onsite interpretation that is cancelled with less than twenty-four (24) Hours' notice, The City of Tacoma shall be required to pay the Contractor the two (2) hour minimum billable time.

2.04.3.6 INSURANCE

- A. City of Tacoma standard insurance requirements apply. (See Appendix B.)
- B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

2.04.3.7 CONFIDENTIALITY AGREEMENT

1. Confidential Information. The Parties expressly acknowledge and agree that to accomplish the objectives of the Project, information of a confidential, proprietary, systems security sensitive, and/or restricted nature may be disclosed to Recipient by The City of Tacoma. This information may include equipment, capabilities, settings, layouts, diagrams, data, information, equipment, location, or information designated related to a customer account, and any documentation in print or electronic form that is or should be marked "For Internal Use Only."

For purposes of this Agreement, such information shall be deemed "**Confidential Information**" and shall include (a) in the case of written and/or electronic information, all data, documents, records, and materials marked or otherwise identified as "confidential," "proprietary," or "For Internal Use Only" (b) in the case of verbal disclosures, information identified at the time of disclosure as confidential and/or restricted and confirmed in writing as such by City of Tacoma within ten (10) calendar days of the disclosure to Recipient, and/or (c) in the case of written, electronic, or verbal disclosure, information that should reasonably have been understood by the Recipient because of legends or other markings (e.g. marked confidential), the circumstances of disclosure, or the nature of the information itself, to be proprietary and confidential to The City of Tacoma.

"Confidential Information" shall not include information that: (i) was known to the Recipient without breach of any contractual, fiduciary or other obligations prior to disclosure by The City of Tacoma; (ii) is part of the public domain on the date of disclosure; (iii) can be demonstrated to have been independently developed by Recipient without reference to the Confidential Information, or (iv) is required to be disclosed by operation of law, or pursuant to order of a governmental agency with jurisdiction.

2. Confidentiality Obligations. Recipient expressly agrees to hold in confidence and protect the Confidential Information from disclosure to anyone not authorized to receive, view, or use said information, which duty shall include taking reasonable precautions, but in no event less than due care, to prevent disclosure, publication, reproduction, or dissemination of the Confidential Information to anyone not authorized to receive or view same. Recipient shall immediately advise The City of Tacoma in writing of any improper disclosure, misappropriation, or misuse of the Confidential Information by any person that may come to Recipient's attention.

3. Permissible Use of Confidential Information. Recipient expressly agrees to:

A. Use the Confidential Information only when related to and within the scope and objectives of the Project.

4. Prohibited Use. Recipient shall **not** use any Confidential Information disclosed by The City of Tacoma, whether such disclosure is intentional or unintentional, for:

A. Its own or any third party's commercial advantage or benefit;

B. For any purposes not expressly contemplated by the Project; and/or

C. In violation of applicable federal, state, or local privacy laws.

5. Term. Given the sensitivity of Confidential Information communicated to recipient verbally in writing, or electronically, the confidentiality and nondisclosure obligations herein shall be perpetual and Tacoma Power may exercise or pursue any remedies it deems necessary to protect the confidentiality of its Confidential Information provided to Recipient at any time.

6. Return or Destruction of Information and Copies. Upon request or within one (1) year of disclosure, whichever occurs first, Recipient shall return all Confidential Information, including all copies thereof in whatever form, to Tacoma Power within ten (10) days of receipt of such request or within one year of disclosure or Recipient shall destroy such information and copies and promptly provide The City of Tacoma with written certification of such destruction.

7. No Ownership or License. Disclosure of Confidential Information by Tacoma Power hereunder shall not grant the Recipient any right or license to use the Confidential Information except as expressly set forth herein.

8. Breach and Remedies. The Parties agree that the Confidential Information is a unique and valuable asset of The City of Tacoma, that Tacoma Power may be exposed to significant monetary and enforcement penalties or other damages if certain Confidential Information is disclosed, and that The City of Tacoma may be irreparably damaged if the Contractor breaches the terms of this Agreement. Without limiting The City of Tacoma's right to damages, including monetary damages, for breach of this Agreement, the Parties further agree that in the event of any breach or threatened breach of this Agreement, The City of Tacoma shall be entitled (in addition to any and all other remedies) to injunctive relief, specific performance and other equitable remedies without proof of monetary damages or the inadequacy of other remedies, and without necessity of posting a bond or other security. The Contractor shall indemnify The City of Tacoma against all governmental enforcement or other penalties levied against The City of Tacoma to the extent they arise solely from the Contractor's unauthorized release of Confidential Information previously provided to Recipient, including such penalties imposed against City of Tacoma by other governmental entity.

SECTION 3 – SUBMITTAL FORMAT, CONTENT, EVALUATION, AWARD

3.01 FORMAT AND PRESENTATION

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

3.02 CONTENT TO BE SUBMITTED

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

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

A. Title Page

1. The Title Page is to be a single sheet of paper and is not counted toward the page total. Include the following on the Title Page (See Section 3.01):
 - a. RFP number and title
 - b. Firm name, address, website address, telephone number, and email address
 - c. Name, title, email address, and telephone number of the person to contact with questions or issues regarding your proposal/submittal.
 - d. NOTE: Notifications regarding award will be sent to the email address provided on the Signature Page.

B. Table of Contents

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

C. City of Tacoma Forms (Appendix A)

Do not alter these forms in any way or add them to letterhead paper or present cover letters or blank pages ahead of them. These forms do not count toward the page total. (See Section 3.01)

1. Signature Page - The Signature Page must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age.
2. Prime Contractor's Pre-Work Form.
3. Price Proposal Form in Exhibit A.
4. Responses and profile outlines per section 3.02 D - P.

Staff and availability of resources

D. Executive Summary

1. Introduction and overview of your submittal/proposal.
2. A description and explanation of your underlying philosophy in fulfilling this scope of work.
3. A short history and description of your firm, including organizational structure, areas/regions served, number of employees, number of years in business under current and previous names, including DBAs (doing business as), etc.
4. Background information of the parent company, if any.
5. Presence, if any, in Puget Sound/Pacific Northwest region.
6. Location of the office from which this work will be performed.
7. Documentation of corporate status and business licenses.
8. Name, title, email address, and telephone number of the person authorized to execute a contract on behalf of the Respondent.
9. Name, title, email address, and telephone number of the person who will be managing this Contract on behalf of the Respondent.
10. Disclose any affiliations or alliances that are in place with utility companies, software organizations, or other related firms.
11. List any current or known forthcoming business ventures or related transactions such as proposed sale of company, buy-outs, acquisitions, mergers, new investors, etc., that may impact the business partner relationship with the City of Tacoma.
12. Disclose involvement in any business litigation in the past five years, including whether your firm has, for legal reasons, been removed from a contract or failed to complete a contract as assigned.
13. Provide a statement regarding your firm's financial fitness for successfully completing this work. Disclose any past, planned, or anticipated bankruptcy filings or proceedings.
14. Disclose any intention to utilize subcontractors to perform this work, and if so, provide similar information as listed above for identified subcontractors. Include any certified City of Tacoma Small Business Enterprise and/or minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprises. (See 3.02 N or Price Proposal Form)

E. Credit Card Acceptance – EFT/ACH Acceptance

1. Credit Card Acceptance

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

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

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

Experience

F. Qualifications/Experience of Firm

1. Describe your firm's background, qualifications, and relevant experience as related to this Scope of work. Include work that involves public agencies.
2. Provide additional information that will enable the City to evaluate the capabilities, track record, and financial stability of your firm.

G. Qualifications/Experience of Key Personnel Assigned to this Project

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

1. List key personnel that will manage and work this project including the relevant background and experience of the managing partner, managers, supervisors, seniors and other professional staff you propose to assign to this Contract.
2. Describe how you will assure the continuity of the assigned personnel during the term of this project.
3. Describe the experience, education, and training of each person in performing translator services work for municipal governments.
4. Provide an organizational chart.

H. Project Approach or Methodology and Approach

1. Describe the approach you would use to prepare for and conduct financial audits while meeting the Scope of Work requirements of this RFP.
2. Describe the quality assurance procedures used by your firm.
3. Describe the City resources you require.
4. Provide a proposed schedule for completing setup and bringing all services "live."

I. References

1. Provide three or more recent client references able to verify your firm's overall expertise for this scope of work. Include public agencies, electric utilities, as applicable. The clients should have worked with your firm within the last five years. For each reference provide the following information:
 - a. Company name and description of primary business
 - b. Website address, if applicable
 - c. Contact person(s) and title
 - d. Address
 - e. Phone number
 - f. Email address
 - g. Project description or description of services provided
 - h. Dates of service

Depth of Services

J. Reporting Capabilities

1. Provide examples of reports and invoices for all translator services.

K. Technical Assistance

1. Discuss your firm's ability and willingness to provide guidance for accounting related concerns between audit periods and any fees that might apply.

L. Training Plan

- 1.) Discuss how your firm's ability and willingness to provide training related to using all translator services you will provide.

M. Fees and Charges / Value / Method of Billing / Hourly Rates

1. Provide the total cost for each service per the chart below.
 - b. Provide cost breakout including hourly rates and any other charges or fees.
 - c. Explain costs that exceed the budgeted amount. (See Section 1.07)

2. Identify and provide a cost breakout for optional services or alternate processes. Indicate what services are provided in the base fee, along with the methodology for determining the cost for additional supplemental services.
3. Describe any price discounts that may be available, e.g., prompt pay discount.

1. Prepare a schedule showing the hourly billing rate of each job category (e.g., partner, manager, senior, and staff auditors).
2. Indicate the number of individuals in each job category that you would anticipate assigning to the engagement and the estimated number of hours each would work on each year's audit.
3. Specify a not-to-exceed fee for each year from 2018 through 2023 including all out-of-pocket expenses.
4. Explain how you would handle your costs to become acquainted with the systems, records and procedures. Bear in mind there are five separate entities to be audited that share common accounting systems.

N. List of languages/Other resources

1. In addition to the Core languages, please list all other languages you support, and what translation services you provide for those languages.
2. Please list the types of materials or resources (hand-outs, posters, etc) your company will provide.

Sustainability

O. Sustainability

1. The City has an interest in measures used by its contractors to ensure sustainable operations with minimal adverse impact on the environment. The City seeks to do business with vendors that value community and environmental stewardship and help us meet our sustainable purchasing goals.
 - a. Demonstrate your firm's commitment to providing the services identified in this RFP in a sustainable manner. What measures will your firm take to minimize impacts to the environment in the delivery of these services? Provide details of efforts, practices, and/or processes.
 - b. Demonstrate your firm's commitment to sustainable business practices, which could include, but is not limited to a formal sustainability program and/or policies covering recycling measures, energy conservation plans, water conservation policies, and a green cleaning policy. Please provide details and include copies of reports, policies or plans if available.

- c. What are the big environmental impacts in your industry? How will you mitigate these impacts in the delivery of your services?

Other ideas/examples:

- ✓ Transportation (e.g., fuel efficient vehicles; route optimization; idling restrictions)
- ✓ Energy Conservation (e.g., energy management plan; using energy efficient appliances; purchasing energy efficient materials)
- ✓ Water conservation (e.g., water conservation practices, using water conserving products; landscaping plan)
- ✓ Waste Management and Reduction (i.e. recycling plan; composting program; buying in bulk, donating excess food)
- ✓ Indoor air quality (e.g., green cleaning products; prohibiting asthma triggering chemicals; using low VOC paints and solvents)
- ✓ Janitorial/Green Cleaning (e.g., green cleaning plan; recycled content paper products; LEED based cleaning standards)
- ✓ Recycled content (e.g., purchasing products with Post-Consumer Recycled content including paper and plastic products)
- ✓ Medical supplies (e.g., PVC free; mercury free; waste management; less toxic products)
- ✓ Food (e.g., healthy options; compostable service ware; donating excess food)

Small Business Enterprise

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

1. Indicate whether your firm is a certified City of Tacoma Small Business Enterprise.
2. Indicate whether your firm will be partnering with, or subcontracting to, a certified City of Tacoma Small Business Enterprise.
 - a. If yes, provide the full legal name of the SBE: _____
3. Indicate whether your firm is a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprises.
4. Indicate whether your firm will be partnering with, or subcontracting to, a minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprises.
 - a. If yes, provide the full legal name of the MWBE: _____

3.03 CONFIDENTIAL OR PROPRIETARY INFORMATION

- A. Information that is confidential or proprietary must be clearly marked on each affected page.

- B. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See item 1.06 of the Standard Terms and Conditions. (Appendix C)

1. Present the index of confidential information as indicated in the Submittal CheckList.

- C. Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.**

3.04 SUBMITTAL PACKAGE REQUIREMENTS

- A. Submittals must be sealed in an envelope or package labeled with the specification number, specification title, and Respondent name and address, and received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Proposals page or subsequent addenda.

3.05 EVALUATION CRITERIA

- A. A Selection Advisory Committee (SAC) will review and evaluate submittals. After the evaluation, the SAC may conduct interviews of, or request presentations/demonstrations by, selected Respondents before final selection is made.
- B. The SAC may use references to clarify and verify information in submittals and interviews, if conducted, which may affect the rating. The City reserves the right to contact references other than those included in the submittal.
- C. The SAC may select one or more Respondents to provide the required services.
- D. The City may award to other than the highest ranked submittal or Respondent if the price submitted is more than generally accepted industry standards or the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor or a request for hourly rates does not require the City to select the Respondent submitting the lowest cost.
- E. The City reserves the right to visit facilities of selected Respondents.
- F. Respondents may be asked to provide their most recent audited financial statements demonstrating the Respondent’s financial ability to meet the requirements of any Contract that may result from this RFP.
- G. An incomplete response or no response may result in a score of zero for that criterion.
- H. A serious deficiency in any one criterion, including excessive cost or costs over the budgeted amount, may be grounds for rejection.
- I. The final selection will be that submittal or Respondent which, after review and potential on-site visits, interviews/presentations/demonstrations, reference checks, and best and

final offers (BAFO), if requested, in the sole judgment of the City, best meets the requirements set forth in this RFP.

J. Core Functionality and Desired Functionality will be scored together, as a whole, rather than as separate sections.

K. Submittals will be evaluated on the following criteria:

Criteria	Points
Cost	20
Experience	20
Staff and Availability of Resources	15
Depth of services	20
Resources and materials	15
Small Business Enterprise	5
Sustainability Efforts	5

3.06 INTERVIEWS / ORAL PRESENTATIONS / DEMONSTRATIONS

- A. An invitation to interview, present, or provide a demonstration, either in person at a City facility or by conference call or video conference (Skype, FaceTime, or similar application), may be extended to selected or short-listed Respondents based on Selection Advisory Committee review of the written submittals.
- B. If held, it is anticipated that interviews/presentations/demonstrations would comprise an entire day / not be longer than two hours. Instructions will be provided to select Respondents.
- C. The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews, presentations, demonstrations, or references. The SAC may determine scoring criteria for the interviews following evaluation of written submittals, including the option to rank (1, 2, 3, etc.) rather than score.
- D. The City reserves all rights to begin contract negotiations without conducting interviews, presentations, or demonstrations.
- E. Respondents must be available to demonstrate and present within three business days' notice.

3.07 AWARD

- A. After a Respondent(s) is selected by the SAC and prior to award, all Respondents will be notified in writing by the Purchasing Division.

- B. Once a finalist (or finalists) has been selected by the Selection Advisory Committee< and approved by the director of utilities and/or city manager, or designee>, contract negotiations will begin. If a Contract is successfully negotiated, it will, if required, be submitted for final approval by the Public Utility Board and/or City Council. If an agreement cannot be reached, negotiations will be terminated and negotiations will be conducted with the next highest scored Respondent and so on, until an agreement is reached, or until the City exercises its right to cancel the solicitation.

APPENDIX A

Signature Page

Prime Contractor's Pre-Work Form

Price Proposal Form

Small Business Enterprise Utilization Form

SIGNATURE PAGE

**CITY OF TACOMA
City of Tacoma - City Wide**

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

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

**REQUEST FOR BIDS SPECIFICATION NO. CT18-0201F
Translator Services**

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

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

Non-Collusion Declaration

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

Bidder/Proposer's Registered Name

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

Address

Printed Name and Title

City, State, Zip

(Area Code) Telephone Number / Fax Number

E-Mail Address

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

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

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

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

THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.



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

PRIME CONTRACTOR'S PRE-WORK FORM

Company Name _____

Telephone _____

Address/City/State/Zip Code _____

Specification Number _____

Specification Title _____

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

CONTRACTOR'S PROJECTED WORK FORCE - THIS PROJECT

Superintendent												
Foreman												
Operators												
Laborers												
Apprentice												
Trainee												
TOTALS												

Type or Print Name of Responsible Officer / Title _____

Signature of Responsible Officer _____

Date _____

INSTRUCTIONS FOR COMPLETING PRIME CONTRACTOR'S PRE-WORK FORM

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

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

Price Proposal Form:

TELEPHONE TRANSLATION SERVICES

Description of Services	SPANISH ONLY	ALL LANGUAGES EXCEPT SPANISH
PER MINUTE RATE		

TELEPHONE INTERPRETATION EQUIPMENT

The respondent shall furnish telephone and related equipment, including the maintenance of such equipment.

Monthly Rate _____

Yearly Rate _____

ON-SITE INTERPRETATION SERVICES

The Respondent shall provide an hourly rate for on-site interpretation services provided during standard operating hours (Monday through Friday, 8am to 5pm Pacific Standard Time) and non-standard operating hours for both core and non-core languages. Core Languages are defined in section 2.03.

Description of Services	Core Languages	Non-Core Languages (Continuously Available)	Non-Core Languages (Not Continuously Available)
STANDARD HOURS HOURLY RATE (SPANISH ONLY)		X	X
STANDARD HOURS HOURLY RATE (ALL LANGUAGES EXCEPT SPANISH)			
NON-STANDARD HOURS HOURLY RATE (SPANISH ONLY)		X	X
NON-STANDARD HOURS HOURLY RATE (ALL LANGUAGES EXCEPT SPANISH)			

Define and provide any costs for any expedited onsite interpretation services offered by respondent:

WRITTEN TRANSLATION SERVICES

The respondent shall provide a cost per word for document translations greater than 150 words for both core and non-core languages.

The Respondent shall provide a flat fixed cost for document translations with a word count of less than 150 words for both core and non-core languages.

The respondent shall provide a cost per hour for desktop publishing. Desktop Publishing is a service which involves formatting of translated documents to match the format of the source document so that it is ready for printing or publishing on-line. Desktop Publishing services may be required when the completed translated document must be redesigned to fit the translated text while retaining the original format of the source document (forms, brochures, flyers with graphics, etc.).

Core languages are defined in section 2.03.

Description of services	Core language	Non-Core Languages (Continuously Available)	Non-Core Languages (Not Continuously Available)
Per word rate (Spanish Only)		X	X
Per word Rate (All languages except Spanish)			
150 words or less - Flat Fixed Cost (Spanish only)		X	X
150 words or less - flat fixed cost (All languages except Spanish)			
Per hour rate - Desktop publishing			

Define and provide any costs for any additional services offered by respondent:

APPENDIX B

Sample Contract

Standard Terms and Conditions

Small Business Enterprise (SBE) Program

PERSONAL SERVICES CONTRACT

THIS CONTRACT, made and entered into effective this _____ 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 Name of Contractor, a Insert Business Entity Status, e.g., sole proprietorship, limited liability company, Washington state corporation, etc., (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

- A. The CONTRACTOR agrees to diligently and completely perform the services and/or deliverables described in Exhibit(s) _____ attached hereto and incorporated herein.

2. Term

- A. All services shall be satisfactorily completed on or before _____ and this Contract shall expire on said date unless mutually extended in writing by the Parties.
- B. 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.

3. Compensation and Payment

- A. The CITY shall compensate the CONTRACTOR for the services and deliverables performed under this Contract as follows:

Check ONLY one:

- On the basis of Time and Materials according to the rates and charges set forth in Exhibit _____.
- In accordance with Exhibit _____.
- At the rate of \$ _____ per hour.

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

- C. The CONTRACTOR shall submit monthly invoices, in a format comparable to the invoice attached hereto and identified as Exhibit _____, for services completed and/or deliverables furnished during the previous month. Upon CITY’S request, CONTRACTOR

shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables.

- D. 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.
- E. 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.
- F. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.
- G. 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.

4. Independent Contractor Status

- A. The services and deliverables shall be furnished by the CONTRACTOR as an independent Contractor, and nothing herein contained shall be construed to create a relationship of employer/employee or master/servant. 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.
- B. The CONTRACTOR shall provide at its sole expense all materials, office space, and other necessities to perform its duties under this Contract, unless otherwise specified in writing herein.

5. Standard of Performance 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 Services/Work (Exhibit (s)_____. Additional warranties, if any, for incidental product deliverables hereunder are set forth in Exhibit____<<or in Section 1.A.(2) above>>.

6. Contract Administration and Right to Audit

- A. The Insert Dept/Division/Engineer/City Contact 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.

- B.** The CONTRACTOR shall, at such times and in such form as the CITY may reasonably require, furnish the CITY with periodic status reports pertaining to the services undertaken pursuant to this Contract.
- C.** CONTRACTOR shall establish and maintain records with respect to all matters related to the performance of this Contract. Except as otherwise authorized or required by CITY the CONTRACTOR shall retain such records for a period of six (6) years after receipt of the final payment under this Contract or termination of this Contract.
- D.** Upon CITY's request, the Contractor shall make available to CITY all accounts, records, and documents related to the Scope of Work for CITY's inspection, auditing, or evaluation during normal business hours as reasonably needed by CITY to assess performance, compliance, and/or quality assurance under this Contract or in satisfaction of CITY's public disclosure obligations as applicable.

7. Notices

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

CITY	CONTRACTOR
Name and Address	Name and Address
Phone	Phone
Facsimile	Facsimile
E-mail	E-mail

8. Termination and Suspension

- A.** 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.
- B.** 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.
- C.** Termination or 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.

9. Taxes, Licenses and Permits

- A.** The CONTRACTOR acknowledges that it is responsible for the payment of all charges and taxes applicable to the services performed under this Contract, and the 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 agrees to hold the CITY harmless from such costs, including attorney's fees.
- B.** In the event the CONTRACTOR fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the CONTRACTOR authorizes the CITY to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the CONTRACTOR's total compensation.
- C.** 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.

10. Indemnification

SAMPLE

- A.** The 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 fault of the CITY, or its officers, agents, or employees. The term "fault" as used herein shall have the same meaning as set forth in RCW 4.22.015, as that statute may hereafter be amended.
- B.** The 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.
- C.** 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.

11. Insurance

During the course and performance of the services herein specified and for the entire term of the Contract, 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 document is fully incorporated herein by reference. CONTRACTOR shall not begin work under the Contract until the required insurance has been obtained and approved by

CITY. Proof of insurance shall be provided by CONTRACTOR as is specified in the City of Tacoma Insurance Requirements.

12. 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.

13. 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.

14. Public Disclosure

- A.** 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 of sub-section B herein, 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.
- B.** 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 requirements of subsection A 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).

15. 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.

16. Miscellaneous Provisions

- A. 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.
- B. 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.
- C. 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.
- D. Waiver.** A waiver of 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.
- E. 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.
- F. 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.
- G. Modification.** No modification or amendment of this Agreement shall be effective unless set forth in writing and signed by the Parties.
- H. Authority to enter into this Contract.** The undersigned Contractor representative, by his/her signature below, represents and warrants that he/she is duly authorized to execute this legally binding Contract for and on behalf of Contractor.

IN WITNESS WHEREOF the parties hereto have accepted and executed this Contract as of the Effective Date first written above.

CITY OF TACOMA

INSERT NAME OF CONTRACTOR

Printed Name/Title Division Head or Representative

Printed Name: _____

Printed Name/Title of additional department/division representative, if applicable

Title: _____

Address: _____

Director of Finance

Approved as to Form

City/State/Zip

Deputy City Attorney

Tax ID: _____

SAMPLE

Attest:

City Clerk

EXHIBIT "A"
SCOPE OF WORK

SAMPLE

EXHIBIT "B"

INVOICE

This form is intended to illustrate the information the City of Tacoma needs to process Contract payments. The City of Tacoma prefers that CONTRACTOR use its own standard business invoice forms so long as they include the following information. CONTRACTORS who do not have a standard business invoice form may use this form as their invoice. Your cooperation in providing the information we are requesting will ensure prompt processing of your payments.

I HEREBY REQUEST PAYMENT FOR THE FOLLOWING ITEMIZED SERVICES AND/OR PRODUCT DELIVERABLES:

Services (Describe):

Deliverables (Describe):

AS PER CONTRACT No.: _____ **AMOUNT DUE:** _____

I HEREBY CERTIFY THAT THIS BILL IS CORRECT AND JUST AND THAT PAYMENT FOR THE SERVICES AND/OR DELIVERABLES IDENTIFIED HAS NOT BEEN RECEIVED.

BY: _____ **DATE SIGNED:** _____
SIGNATURE

TITLE: _____

ORGANIZATION NAME: _____

FEDERAL TAX ID No. or SS No.: _____

TELEPHONE NUMBER: _____

PLEASE REMIT PAYMENT TO: (Name and Address of Contractor)

I Attest and Certify that all Services and/or Deliverables identified in this Invoice have been performed and/or supplied.

Contract Administrator Signature

City Dept/Division:

Contact Name:

Phone: 253-

Fax: 253-

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

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

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

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

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

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

1.01 SUPPLIER / CONTRACTOR

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

1.02 SUBMITTAL

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

1.03 FORMS OF SUBMITTAL

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

1.04 COSTS TO PREPARE SUBMITTAL

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

1.05 LICENSES/PERMITS

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

1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION

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

1.07 SUSTAINABILITY

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

1.08 ALTERATIONS NOT ALLOWED

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

1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

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

1.10 WARRANTIES/GUARANTEE

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

1.11 PATENTS, TRADEMARKS AND COPYRIGHTS

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

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

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

1.13 SUBMITTAL IS NON-COLLUSIVE

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

1.14 PARTNERSHIPS

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

1.15 WITHDRAWAL OF SUBMITTALS

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

1.16 ACCEPTANCE OF SUBMITTALS

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

1.17 RIGHT TO REJECT

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

1.18 RESERVED RIGHTS

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

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

1.19 SUBMITTAL CLARIFICATION

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

1.20 EVALUATION OF SUBMITTALS

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

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

1.21 CONTRACT OBLIGATION

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

1.22 AWARD

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

1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

1.24 LEGAL HOLIDAYS

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

New Year's Day	January 1
Martin Luther King's Birthday	3rd Monday in January
Washington's Birthday	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September

Veteran's Day	November 11
Thanksgiving Day	4th Thursday of November
Day after Thanksgiving	4th Friday of November
Christmas Day	December 25

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

1.25 CONTRACT TERM

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

1.26 EXTENSION OF CONTRACT

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

1.27 TERMINATION AND SUSPENSION

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

1.28 DEFAULT/BREACH

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

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

1.29 SCOPE OF SERVICES

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

1.30 SERVICES DO NOT INCLUDE PUBLIC WORK

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

1.31 PREVAILING WAGES

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

1.32 CONTRACT PRICING

- A. Submitted prices shall include costs of submittal preparation, servicing of the account, all contractual requirements during contract period such as transportation, permits, insurance costs, bonds, labor, wages, materials, tools, components, equipment, and appurtenances necessary to complete the work, which shall conform to the best practice known to the trade in design, quality, material, and workmanship.
- B. Surcharges of any type will not be paid.
- C. If applicable, related additional products and corresponding services of benefit to the City not specifically required in a solicitation, but which Supplier offers to provide, may be included with the submittal. Supplier may request to add new products if the City approves them and Supplier can demonstrate the pricing is from the same pricing structure/profit margin.
- D. Unless specifically stated otherwise, only firm prices will be accepted and all prices shall remain firm during the term of a Contract.
- E. Price increases may at City's discretion be passed along during a contract period if the increase is mandated by statute.
- F. By submitting prices, Supplier warrants prices equal to or better than the equivalent prices, terms, and benefits offered by Supplier to any other government unit or commercial customer.
- G. Should Supplier, during the term of a Contract, enter into any other contract, agreement or arrangement that provides lower prices, more favorable terms or greater benefits to any other government unit or commercial customer, the Contract with the City shall thereupon be deemed amended to provide the same price or prices, terms and benefits to the City. This provision applies to comparable products and purchase volumes by the City that are not less than the purchase volumes of the government unit or commercial customer that has received the lower prices, greater benefits, or more favorable terms.
- H. If at any time during the term of the Contract, Supplier reduces prices to other buyers purchasing approximately the same quantities stated on the Contract, Supplier will immediately notify the City purchasing manager of such fact, and the price(s) for future orders under the Contract shall be reduced accordingly.
- I. The City is entitled to any promotional pricing during the Contract period.
- J. Price decreases shall be immediately passed on to the City.
- K. The City reserves the right to increase or decrease the quantities of any item awarded pursuant to the Contract and pay according to the unit prices quoted in the submittal with no adjustments for anticipated profit.

1.33 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED

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

1.34 RISK OF LOSS, SHIPPING AND DELIVERY

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

1.35 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED

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

1.36 PACKING SLIPS AND INVOICES

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

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

1.37 COOPERATIVE PURCHASING

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

1.38 TAXES

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

1.39 COMPENSATION

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

1.40 PAYMENT TERMS

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

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

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

- A. Payment methods include:
 - 1. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires that merchants abide by the VISA merchant operating rules.
 - a. Suppliers must be PCI-DSS compliant (secure credit card data management) and federal FACTA (sensitive card data display) compliant.
 - b. Suppliers must be set up by their card processing equipment provider (merchant acquirer) as a minimum of a Level II merchant with the ability to pass along tax, shipping and merchant references information.
 - 2. Electronic Funds Transfer (EFT) by Automated Clearing House (ACH).
 - 3. Check or other cash equivalent.
- B. The City's preferred method of payment is by Visa credit card (aka procurement card). Suppliers may be required to have the capability of accepting the City's authorized procurement card as a method of payment. **The City of Tacoma will not accept price changes or pay additional fees when the procurement card is used.**
- C. The City, in its sole discretion, will determine the method of payment for goods and/or services as part of the Contract.

1.42 NOTICES

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

1.43 INDEPENDENT CONTRACTOR STATUS

- A. Supplier is considered an independent contractor who shall at all times perform his/her duties and responsibilities and carry out all services as an independent contractor and shall never represent or construe his/her status to be that of an agent or employee of the City, nor shall Supplier be eligible for any employee benefits. No payroll or employment taxes or contributions of any kind shall be withheld or paid by the City with respect to payments to Supplier. Supplier shall be solely responsible for all said payroll or employment taxes and/or contributions including, but not limited to, FICA, FUTA, federal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. If the City is assessed, made liable or responsible in any manner for such taxes or contributions, Supplier agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.
- B. Unless otherwise specified in writing, Supplier shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under the Contract. Supplier, at its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform the Contract.

1.44 NONDISCRIMINATION

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

1.45 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS

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

1.46 REPORTS, RIGHT TO AUDIT, PERSONNEL

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

1.47 INSURANCE

During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.

1.48 INDEMNIFICATION – HOLD HARMLESS

- A. Supplier agrees to indemnify, defend, and hold harmless the City of Tacoma, its officers, agents and employees, from and against any and all liability which may accrue to or be sustained by the City of Tacoma for any claim, suit or legal action made or brought against the City for the death of or injury to persons (including Supplier's or subcontractor's employees), or damage to property involving Supplier or subcontractor(s) and their employees or agents, or for any other cause arising out of and in connection with or incident to the performance of the Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, Supplier recognizes it is waiving immunity under Industrial Insurance Law, Title 51 RCW. This indemnification includes attorney's fees and the cost of establishing the right to indemnification hereunder in favor of the City of Tacoma. By Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.
- B. These indemnifications shall survive the termination of a Contract.

1.49 CONFLICT OF INTEREST

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

1.50 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other

proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.

- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

1.51 DUTY OF CONFIDENTIALITY

Supplier acknowledges that unauthorized disclosure of information or documentation concerning the Scope of Work hereunder may cause substantial economic loss or harm to the City. Except for disclosure of information and documents to Supplier's employees, agents, or subcontractors who have a substantial need to know such information in connection with Supplier's performance of obligations under the Contract, Supplier shall not without prior written authorization by the City allow the release, dissemination, distribution, sharing, or other publication or disclosure of information or documentation obtained, discovered, shared or produced pursuant to a Contract.

1.52 DISPUTE RESOLUTION

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

1.53 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of the Contract. The state or federal courts located in Pierce County Washington shall be the sole venue of any mediation, arbitration, or litigation arising out of the Contract.

1.54 ASSIGNMENT

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

1.55 WAIVER

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

1.56 SEVERABILITY AND SURVIVAL

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

1.57 NO CITY LIABILITY

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

1.58 SIGNATURES

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

Chapter 1.07

SMALL BUSINESS ENTERPRISE

Sections:

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

1.07.010 Policy and purpose.

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

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

1.07.020 Definitions.

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

- A. "Affidavit of Small Business Enterprise Certification" means the fully completed, signed, and notarized affidavit that must be submitted with an application for SBE certification. Representations and certifications made by the applicant in this Affidavit are made under penalty of perjury and will be used and relied upon by City to verify SBE eligibility and compliance with SBE certification and documentation requirements.
- B. "Base Bid" means a Bid for Public Works to be performed or Supplies or Services to be furnished under a City Contract, including additives, alternates, deductives, excluding force accounts, and taxes collected separately pursuant to Washington Administrative Code ("WAC") 458-20-171.
- C. "Bid" means an offer submitted by a Respondent to furnish Supplies, Services, and/or Public Works in conformity with the Specifications and any other written terms and conditions included in a City request for such offer.
- D. "Bidder" means an entity or individual who submits a Bid, Proposal or Quote. See also "Respondent."
- E. "City" means all Departments, Divisions and agencies of the City of Tacoma.
- F. "Contract" means any type of legally binding agreement regardless of form or title that governs the terms and conditions for procurement of Public Works and Improvements and/or Non-Public Works and Improvements Supplies and Services. Contracts include the terms and conditions found in Specifications, Bidder or Respondent Submittals, and purchase orders issued by the City. A "Contract" as used in this chapter shall include an agreement between the City and a non-profit entity to perform construction-related services for Public Works. A "Contract" does not include: (1) awards made by the City with federal/state grant or City general funds monies to a non-profit entity where the City offers assistance, guidance, or supervision on a project or program, and the recipient of the grant awards uses the grant moneys to provide services to the

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.07.030 Discrimination prohibited.

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

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

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

1.07.040 Program administration.

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

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

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

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

1.07.050 Certification.

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

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

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

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

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

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

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

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

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

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

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

1.07.060 Program requirements.

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

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

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

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

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

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

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

1.07.070 Evaluation of submittals.

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

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

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

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

1. When contract award is based on price. The lowest priced bid submitted by a responsive and responsible bidder will be reviewed to determine if it meets the SBE goal. Such low bid shall be determined to meet the SBE goal if the bidder is a certified SBE.

- a. If the low bidder meets the SBE goal, the bid shall be presumed the lowest and best responsible bid for contract award.

b. If the lowest priced bid does not meet the SBE goal, but the bid of any other responsive and responsible bidder does, and such other bid(s) is or are priced within five percent of the lowest bid, then the following formula shall be applied to each such other bid:

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

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

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

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

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

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

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

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

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

1.07.080 Contract compliance.

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

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

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

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

1.07.090 Program monitoring.

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

eliminate the effects of under utilization in City contracting. The SBE Program Coordinator shall have the authority to obtain from City departments/divisions, respondents, and contractors such relevant records, documents, and other information as is reasonably necessary to determine compliance.

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

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

1.07.100 Enforcement.

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

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

1.07.110 Remedies.

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

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

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

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

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

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Sunset and review of program.

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

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