



City of Tacoma, WA

INFORMATION TECHNOLOGY DEPARTMENT

REQUEST FOR PROPOSALS

**CONTRACT WORKFLOW SOLUTION AND IMPLEMENTATION
SERVICES**

SPECIFICATION NO.: IT15-0403F



City of Tacoma
Information Technology Department

REQUEST FOR PROPOSALS
IT15-0403F
Contract Workflow Solution and Implementation Services

Submittal Deadline: 11:00 a.m., Pacific Time, Tuesday, August 11, 2015

Submittal Delivery: Sealed submittals will be received and time stamped at this location only:

City of Tacoma Procurement and Payables Division
Tacoma Public Utilities - Administration Building North, Main Floor
3628 South 35th Street, Tacoma, WA 98409

Submittal Opening: Sealed submittals in response to a RFB will be opened by a Purchasing representative and read aloud during a public bid opening held in Conference Room M-1, located on the main floor 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: The City of Tacoma is seeking proposals from qualified firms to provide a contract workflow solution and implementation services. The solution must integrate with the SharePoint platform.

Estimate: \$70,000

Additional Information: Requests for information regarding the specifications may be obtained by contacting Chuck Blankenship, senior buyer, by email to charles.blankenship@cityoftacoma.org.

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



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

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SUBMITTAL CHECK LIST

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

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

Respondents are encouraged to use recycled/recyclable products and both sides of paper for printed and photocopied materials, wherever possible.

| | |
|---|---|
| The following items make up your submittal package: |  |
| One original, 5 copies and one electronic copy (CD or flash drive) of your complete submittal package (with original and copies clearly identified) | |
| Signature Page (Appendix A) | |
| Technical Information / Requirements (Appendix B) | |
| Information in Section 4.17 – Content to be Submitted | |
| | |
| After award, the following documents will be required: | |
| Contract | |
| Insurance Certificate | |
| City of Tacoma business license, if applicable (See item 1.15 C. of the Standard Terms and Conditions Section 1 – Solicitation) | |

**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 1 – SOLICITATION**

THE FOLLOWING TERMS AND CONDITIONS ARE PART OF THIS SPECIFICATION AND ARE BINDING ON ALL RESPONDENTS SUBMITTING RESPONSES TO REQUESTS FOR BIDS, PROPOSALS, QUALIFICATIONS AND INFORMATION.

1.01 DELIVERY OF SUBMITTALS TO THE CITY'S PURCHASING DIVISION

Submittal packages must be received by the City's Purchasing Division, Tacoma Public Utilities Administration Building, Main Floor, 3628 South 35th Street, Tacoma, WA 98409-3115, prior to the scheduled time and date stated in the solicitation announcement. Each submittal, intact and bound, shall be completely sealed, with the name of the submitting party (hereinafter "Respondent"), the specification number and title clearly marked on the exterior of the package. City offices are not open for special mail or other deliveries on weekends and City holidays.

Submittals may be delivered to the City by mail or in person; however, **the Respondent is solely responsible for timely delivery of its submittal to the Purchasing Division.**

Facsimile (fax) copies of submittals for requests for sealed bids, requests for proposals, requests for qualifications and requests for information will not be accepted at any City fax machine.

Submittals received after the time stated in the solicitation announcement will not be accepted and will be returned, unopened, to the Respondent.

For purposes of determining whether a submittal has been timely received, the City's Purchasing Division may rely on Universal Coordinated Time from the National Bureau of Standards as reported by <http://www.greenwichmeantime.com/>

1.02 WITHDRAWAL OF SUBMITTALS

A. Prior to Submittal Deadline (Bid Opening)

Submittals may be withdrawn prior to the scheduled submittal deadline by providing written notice to the City's Purchasing Division. The notice may be submitted in person or by mail; however, it must be received by the City's Purchasing Division prior to the submittal deadline.

B. After Submittal Deadline

No submittal can be withdrawn after having been opened as set forth in the solicitation announcement, and before the actual award of the contract, unless the award is delayed more than 60 calendar days beyond the date of opening. If a delay of more than 60 calendar days does occur, the Respondent must submit written notice to the purchasing manager that Respondent is withdrawing its submittal.

1.03 SUBMITTAL IS NON-COLLUSIVE

The Respondent acknowledges that by its delivery of a submittal to the City in response to this solicitation it represents that the prices in such submittal are neither directly nor indirectly the result of any formal or informal agreement with another Respondent.

1.04 OPENING AND ACCEPTANCE OF SUBMITTALS

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.

All submittals must remain open for acceptance by the City for a period of at least 60 calendar days from the date of opening.

1.05 RIGHT TO REJECT

The City of Tacoma reserves the right to reject any and all submittals, waive minor deviations or informalities, and if necessary, call for new submittals.

A. Requests for Proposals (RFP)

By submitting a proposal in response to a City RFP, the Respondent 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 Respondents for any reason whatsoever.
2. To waive any defect, technicality, or any other minor informality or irregularity in any submittal, or any other response from Respondents.
3. To make minor or major changes or alterations to the evaluation, selection and/or performance schedule(s) for any events associated with this procurement process upon notice to the Respondents.
4. To supplement, amend or otherwise modify the RFP specifications, at any time upon prior notice to Respondents, including but not limited to modifications to the description of services and/or products contained in the RFP, by omitting services/products and/or including services/products not currently contemplated therein.
5. To request clarifications, additional information, and/or revised submittals from one or more Respondents.
6. To conduct investigations with respect to the qualifications and experience information for each Respondent included in a submittal and to request additional evidence to support any such information.
7. To eliminate any Respondent that submits an incomplete or inadequate response, or is non-responsive to the requirements of the RFP specifications, or is otherwise deemed to be unqualified during any stage of the procurement process.
8. To select and interview a single finalist or multiple finalists for the purpose of promoting the City's evaluation of submittals provided in response to the RFP specifications. 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 respondents in connection with this RFP process.
9. To discontinue contract negotiations with a selected Respondent and commence such negotiations with another respondent, except as otherwise provided in Chap. 39.80, RCW.
10. To select and enter into a contract with one or more Respondents whose submittal best satisfies the interests of the City and is most responsive, in the sole judgment of the City, to the requirements of the RFP specifications.
11. To take any other action affecting the RFP specifications or the procurement process that is determined to be in the City's best interests.
12. In the event the City receives questions concerning RFP specifications from one or more Respondents prior to the deadline for response, the City reserves the right to provide such questions, and the City's responses, if any, to all Respondents.
13. Neither the City, its officials, staff, agents, employees, representatives, nor consultants will be liable for any claims or damages resulting from any aspect of this procurement process.

1.06 EVALUATION OF SUBMITTALS

The City of Tacoma reserves the right to award to the lowest and best responsible Respondent(s) delivering a submittal in compliance with the specification documents, 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. Respondents who are inexperienced or who fail to properly perform other contracts may have their submittal rejected for such cause.

A. 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:

1. Compliance with the Specification 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.
2. 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).
3. Time of delivery and/or completion of performance (delivery date(s) offered).
4. Warranty terms.
5. Quality of performance of previous contracts or services, including safety requirements and past compliance with the City's Ethics Code.
6. Previous and existing compliance with laws and ordinances relating to contracts or services.
7. Sufficiency of financial resources.
8. Quality, availability and adaptability of the supplies or services to the particular use required.
9. Ability to provide future maintenance and service on a timely basis.
10. Location of nearest factory authorized warranty repair facility or parts dealership.
11. Ability, capacity, experience, stability, reputation, integrity, character, judgment, technical qualifications and skill to perform the contract or provide the services required.

All other elements or factors, whether or not specifically provided for in this Specification, which would affect the final cost to, and the benefits to be derived by, the City, may be considered in determining the award of the contract. The final award decision will be based on the best interests of the City.

B. 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.

1.07 COMPLETION OF CITY FORMS

All submittals must be completed in ink or typewritten using the forms included with this Specification, and submitted exactly as specified.

City forms requiring signature must be signed in ink by an authorized officer, employee or agent of the Respondent.

Prices must be stated in figures. Corrections shall be initialed in ink by the person signing the submittal. Prices having erasures or interlineations (cross outs) will not be accepted unless initialed in ink by the Respondent.

1.08 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS

The City reserves the right to correct obvious errors in the Respondent's submittal. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

1.09 CLARIFICATION OF SPECIFICATION

Questions regarding this Specification and/or any included terms, conditions, forms, plans or drawings are to be submitted in writing to the City staff person identified as the contact for this Specification. All requests for interpretation must be received by the City no later than five business days prior to the opening date. Any interpretation of this Specification will be made by addendum duly issued and posted to the Purchasing website at www.TacomaPurchasing.org. Such addendum must be acknowledged in the submittal. The City of Tacoma will not be responsible for any other explanation or interpretation of the specification documents.

1.10 ALTERATIONS NOT ALLOWED

Except as otherwise specifically provided in the specification documents, 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 the submittal by inserting exceptions to the Specification or any conditions, qualifications or additions that vary its terms may result in rejection of the

submittal. The City cannot legally accept any submittal containing a material deviation from the Specifications.

1.11 INSERTION OF MATERIAL CONFLICTING WITH SPECIFICATIONS

Only material inserted by the Respondent to meet requirements of the specification documents will be considered. Any other material inserted by the Respondent will be disregarded by the City of Tacoma as being non-responsive and may be grounds for rejection of the submittal.

1.12 FIRM PRICES/ESCALATION

Except as specifically allowed elsewhere in the specification documents, only firm prices will be accepted.

1.13 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 Respondent until delivery is tendered.

1.14 LEGAL HOLIDAYS

The City of Tacoma observes the following holidays, which shall apply to performance of all contracts awarded from this solicitation:

| | |
|-------------------------------|--------------------------|
| 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 |

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.

1.15 TAXES

Unless otherwise required in this Specification, applicable federal, state, city and local taxes shall be included in the submittal as indicated below. The total cost to the City, including all applicable taxes, may be the basis for contract award determination. 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.

A. 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 the Respondent fails to include any applicable tax in its submittal, then Respondent shall be solely responsible for the payment of said tax.

B. State and Local Sales Tax

The City of Tacoma is subject to Washington state sales tax. It is the Respondent'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.

C. City of Tacoma Business and Occupation Tax

It is the Respondent'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.

It is the responsibility of the Respondent awarded the contract to register with the City of Tacoma's Tax and License Division, 733 South Market Street, Room 21, Tacoma, WA 98402-3768, telephone 253-591-5252, website <http://www.cityoftacoma.org/Page.aspx?nid=201>.

D. Any or All Other Taxes

Any or all other taxes are the responsibility of the Respondent unless otherwise required by law.

1.16 WASHINGTON BUSINESS LICENSE REQUIREMENT

All submittals should include a Washington State Business License number in the space provided on the Submittal Signature Page. If the recommended respondent does not have a Washington State Business License at the time of submittal, it must obtain such license and provide proof thereof to the City of Tacoma prior to contract award. 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://www.dol.wa.gov/businesses.htm>.

1.17 PUBLIC DISCLOSURE

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act. Documents submitted under this Specification are considered public records and, unless exempt from disclosure under the Act, will be made available for inspection and copying by the public in response to a public records request.

1.18 PROPRIETARY OR CONFIDENTIAL TRADE SECRET INFORMATION

If the Respondent considers any submittal document to be exempt from disclosure under the law, the Respondent shall clearly mark on the specific page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or "TRADE SECRET." The Respondent shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Failure to provide an index identifying the location of the material in the submittal that Respondent considers to be protected from disclosure will result in the records being released in response to a request for those records without further notice to Respondent.** Marking the entire submittal as "confidential" or "proprietary" or "trade secret" is not acceptable and is grounds to reject such submittal.

If a public records request is made for disclosure of all or any part of Respondent's submittal, **and** Respondent has (i) properly marked and (ii) indexed the material it asserts to be exempt from disclosure, the City will determine whether the material is exempt from public disclosure. If, in the City's opinion, the material is subject to a possible exemption to disclosure, the City will notify Respondent of the request and impending release and allow the Respondent ten (10) business days to take whatever action Respondent deems necessary to protect its interests. The City will reasonably cooperate with any legal action initiated by the Respondent to prevent release; provided that all expense of such action shall be borne solely by the Respondent, including any damages, penalties, attorney's fees or costs awarded by reason of having opposed disclosure and Respondent shall indemnify City against same. If the Respondent fails or neglects to take such action within said period, the City will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Respondent to the foregoing procedure and the Respondent shall have no claim against the City on account of actions taken pursuant to such procedure.

1.19 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

The City of Tacoma ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. Contact Tacoma's Title VI coordinator at 253-591-5224 for additional information.

1.20 LEGAL DISPUTES

Respondent agrees and stipulates that in the event any litigation should occur concerning or arising out of this solicitation or any submittal delivered in response hereto, the sole venue of any such legal action shall be the Pierce County Superior Court of the state of Washington and the interpretation of the terms of the solicitation and submittal shall be governed by the laws of the state of Washington.

1.21 PURCHASE ORDER TERMS AND CONDITIONS

Terms and conditions of City of Tacoma purchase orders, if issued, shall apply to contracts and awards resulting from this solicitation.

1.22 RESPONDENT'S REFUSAL TO ENTER INTO CONTRACT

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

1.23 AWARD

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

1.24 FINAL AWARD DETERMINATION

The Tacoma City Council or Public Utility Board, for awards over \$200,000, shall be the final judge as to which submittal(s) is/are the lowest and best responsible, and best meets the interest of the City of Tacoma to accept. The purchasing manager makes the determination for awards of \$200,000 and less.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 2 – SUPPLIES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

2.01 SUPPLIER

As used herein, the "Supplier" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Seller, Vendor, Proposer, Bidder, Contractor, Merchant, Service Provider or otherwise.

2.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Supplier's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent Supplier invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

2.03 APPROVED EQUALS

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 the 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.

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 the 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 the Supplier's expense.

When a brand name or level of quality is not stated in the Supplier's submittal, it is understood the Supplier's submittal shall exactly confirm with those required in this Contract. If more than one brand name is stated in this Specification, Supplier(s) must indicate the brand and model/part number to be supplied.

2.04 PRICE, RISK OF LOSS, DELIVERY

A. Firm Prices/Risk of Loss

All prices shall remain firm during the term of this Contract. All prices shall be FOB, 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 this Contract. Deliveries shall be between 9:00 a.m. and 3:30 p.m., Monday through Friday only, except holidays. Failure to make timely delivery shall be cause for termination of the order and return of all or part of the items at Supplier's expense except in the case of force majeure.

2.05 PACKING SLIPS, SHIPPING NOTICES AND INVOICES

Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) 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.

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. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

2.06 PAYMENT TERMS

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. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the 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. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

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, and a properly completed invoice is received by the City. 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.

2.07 INCREASE OR DECREASE IN QUANTITIES

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

2.08 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

2.09 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into contracts or issue purchase orders based on the unit prices stated in this Contract.

2.10 COMPARATIVE PRICING

If at any time during the term of this Contract, the Supplier reduces prices to other buyers purchasing approximately the same quantities stated on this Contract, the Supplier will immediately notify the City of Tacoma purchasing manager of such fact, and the price(s) for future orders hereunder shall be reduced accordingly.

2.11 CHANGES

The City at any time by written change order may make reasonable changes in the place of delivery, installation or inspection, the method of shipment or packing, identification and ancillary matters that the Supplier may accommodate without substantial additional expense.

2.12 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Supplier, incorporating the terms and conditions of this 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 the Supplier's responsibility to inform such public agencies of this Contract. Supplier shall invoice such public agencies as separate entities.

2.13 WARRANTIES/GUARANTEE

Suppliers warrant that all items: are merchantable; comply with the City's latest drawings and specifications; are fit for the City's intended use; are new and unused unless otherwise stated; 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, and all other applicable state and federal laws or agency regulations; are properly packaged and contain appropriate instructions or warnings, including applicable MSDS sheets.

2.14 PATENTS, TRADEMARKS AND COPYRIGHTS

The Supplier warrants that the equipment and/or materials furnished pursuant to this Contract do not infringe on any patent, trademark or copyright, and agrees to indemnify, defend and hold harmless, the City in the event of any infringement or claim thereof.

2.15 DEFAULT

In the event of material default by the Supplier on any of the conditions of this Contract, the 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 the Supplier, or collect against the bond or security (if any), or may invoice and recover from the Supplier all costs paid in excess of the price(s) set forth in this Contract. The prices paid by the City in good faith shall be considered the prevailing market price at the time such purchase is made.

2.16 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Supplier acknowledges that it is responsible for the payment of all taxes applicable to this Contract and the 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.

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

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Supplier agrees to hold the City harmless from such costs, including attorney's fees. In the event the 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 the 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 the Supplier's total compensation.

2.17 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 this Contract. The Supplier shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

2.18 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

2.19 NONDISCRIMINATION

The 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. The 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 the Supplier 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.

2.20 PREVAILING WAGES PAID – IF REQUIRED

If federal, state, local or any applicable law requires the Supplier to pay prevailing wages in connection with this Contract, and Supplier is so notified by the City, then the Supplier shall pay applicable Prevailing Wages.

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

2.22 RIGHT TO AUDIT

Upon City's request, the Supplier shall make available to City all accounts, records and documents related to this Contract 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.

2.23 TERMINATION

The City reserves the right to terminate this 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.

2.24 INDEMNIFICATION – HOLD HARMLESS

The 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 the Supplier's or subcontractor's employees), or damage to property involving the 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 this Contract, except for injuries or damages caused by the sole negligence of the City. In this regard, the 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 the Supplier's acceptance of this order, he/she agrees that this subsection has been mutually negotiated.

2.25 PUBLIC DISCLOSURE

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

2.26 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.

2.27 GOVERNING LAW AND VENUE

Washington law shall govern the interpretation of this 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 this Contract.

2.28 ASSIGNMENT

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

2.29 WAIVER

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

2.30 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.

2.31 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Supplies, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Supplies, are fully incorporated into and considered part of the Contract.

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**CITY OF TACOMA
STANDARD TERMS AND CONDITIONS
SECTION 3 – SERVICES**

UNLESS OTHERWISE REQUIRED BY THE SPECIFICATION OR AGREED TO IN WRITING, THE FOLLOWING TERMS AND CONDITIONS SHALL GOVERN THE RIGHTS, RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES TO THE CONTRACT.

3.01 CONTRACTOR

As used herein, the "Contractor" shall be the Respondent(s) awarded a contract pursuant to this Specification, whether designated as a Respondent, Vendor, Proposer, Bidder, Seller, Merchant, Service Provider or otherwise.

3.02 ENTIRE AGREEMENT

This Specification, purchase orders issued by the City pursuant hereto, and the Contractor's submittal, in that order of precedence, shall constitute the "Contract" between the parties. Said documents represent the entire agreement between the parties and supersede any prior oral statements, discussions or understandings between the parties, and/or subsequent contractor invoices. No modification of this Contract shall be effective unless mutually agreed in writing.

3.03 SERVICES

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

3.04 SCOPE OF WORK

The Contractor agrees to diligently and completely perform the services required by this Contract.

The City shall have the right to make changes within the general scope of services and/or deliverables upon execution in writing of a change order or amendment hereto. If the changes will result in additional work effort by Contractor the City agrees to reasonably compensate the Contractor for such additional effort up to the maximum amount specified in the Contract or as otherwise provided by Tacoma Municipal Code. Delivery of incidental products will be as designated in this Contract.

3.05 TIME FOR PERFORMANCE

All services shall be satisfactorily completed by the termination date contemplated by this Contract, and this Contract shall expire on said date unless mutually extended in writing by the Parties.

3.06 EXTENSION OF CONTRACT

This Contract shall be subject to extension by mutual agreement per the same prices, terms and conditions.

3.07 COMPENSATION

The City shall compensate the Contractor in accordance with the Contract. Said compensation shall be the total compensation for Contractor'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 Contractor.

3.08 INVOICES

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. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable. Invoices shall be sent in duplicate to:

Accounts Payable
City of Tacoma
P. O. Box 1717
Tacoma Washington 98401-1717

Any terms, provisions or language in Contractor's invoice(s) that conflict with the terms of this Contract shall not apply to this Contract unless expressly accepted in writing by the City.

3.09 PAYMENT TERMS

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. Payment will not be considered late if mailed or electronically disbursed within the time specified. Payment(s) made in accordance with this Contract shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature, and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced.

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, and a properly completed invoice is received by the City. 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.

3.10 ADDITIONAL CITY CONTRACTS

During the term of this Contract, other City of Tacoma Departments/Divisions shall have the right to enter into additional service contracts or issue purchase orders based on the unit prices and/or service rates stated in this Contract. An exception taken specifically to this provision at time of submittal shall not constitute a material deviation in the bidding process.

3.11 COOPERATIVE PURCHASING

The Washington State Interlocal Cooperation Act RCW 39.34 provides that other governmental agencies may purchase goods and services based on this Contract in accordance with the terms and prices indicated herein if all parties are agreeable. Each public agency shall formulate a separate contract with the Contractor, incorporating the terms and conditions of this 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 the Contractor's responsibility to inform such public agencies of this Contract. Contractor shall invoice such public agencies as separate entities.

3.12 WARRANTIES/REPRESENTATIONS

The Contractor warrants that all services performed pursuant to the Contract shall be generally suitable for the use to which the City intends to use said services as expressed in this Contract. The Contractor represents and warrants that it will diligently and completely perform all services and obligations consistent with customarily accepted good practices and standards of performance applicable to service providers rendering the same or similar type of service and that it will comply with all applicable federal, state and local laws, ordinances, rules and regulations including, but not limited to, the Occupational Safety and Health Administration (OSHA) and the Washington Industrial Safety and Health Act (WISHA). If the Contractor intends to rely on information or data supplied by the City, other City contractor's or other generally reputable sources without independent verification, such intent shall be brought to the attention of the City.

3.13 TAXES, LICENSES, PERMITS

Unless otherwise required by applicable law, the tax provisions in Section 1 - Solicitation apply to this Contract. Except for state sales tax, the Contractor acknowledges that it is responsible for the payment of all taxes applicable to 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.

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

If the City is assessed, made liable, or responsible in any manner for taxes contrary to the provisions of this Contract, the Contractor agrees to hold the City harmless from such costs, including attorney's fees. In the event the Contractor 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 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.

3.14 FEDERAL, STATE AND MUNICIPAL LAWS AND REGULATIONS

All federal, state, municipal and/or local laws and regulations shall be satisfied in the performance of all portions of this Contract. The Contractor shall be solely responsible for all violations of the law from any cause in connection with its performance of work under this Contract.

3.15 SMALL BUSINESS ENTERPRISE (SBE) PROGRAM AND EQUAL OPPORTUNITY

It is the policy of the City of Tacoma that all citizens be afforded an equal opportunity for full participation in our free enterprise system. In order to implement this policy, the City of Tacoma is committed to ensuring equitable participation of small business enterprises. Contact Tacoma's SBE coordinator at 253-591-5224 for additional information.

3.16 NON-DISCRIMINATION

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, 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 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.

3.17 PREVAILING WAGES PAID – IF REQUIRED

If this Contract involves services for which state and/or local laws may require the Contractor to pay prevailing wages, and Contractor hereby agrees to pay such applicable prevailing wages. If applicable to this Contract, a Schedule of Prevailing Wage Rates for the locality or localities where this Contract will be performed is attached and made of part of this Contract by this reference. If prevailing wages do apply to this Contract, the Contractor and its subcontractors shall (a) be bound by the provisions of Chapter 39.12 RCW, as amended, relating to prevailing wages and usual fringe benefits, (b) ensure that no worker, laborer or mechanic employed in the performance of any part of this Contract shall be paid less than the prevailing rate of wage specified on that Schedule, and (c) 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 the 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.

3.18 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 that 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.

3.19 REPORTS, RIGHT TO AUDIT, PERSONNEL

A. Reports

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.

B. Right to Audit

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.

C. Personnel

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

3.20 TERMINATION AND SUSPENSION

The City may terminate this Contract at any time, with or without cause, by giving 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.

The City may suspend this Contract, at its sole discretion, upon three 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 actual expenses and shall be subject to verification. The Contractor shall resume performance of services under this Contract without delay when the suspension period ends.

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.

3.21 INDEMNIFICATION – HOLD HARMLESS

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.

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 Respondent specifically waives any immunity under the state industrial insurance law, Title 51 RCW.

These indemnifications shall survive the termination of this Contract.

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

3.22 INSURANCE

The Contractor shall maintain all necessary insurance to protect Contractor and the City from losses and claims that may arise out of or result from performance of duties related to the Contract, including Worker's Compensation, automobile public liability and property damage, commercial general liability, professional liability, errors and omissions and others, as specified in the Insurance Requirements attachment.

3.23 INDEPENDENT CONTRACTOR STATUS

The Contractor 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 the Contractor 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 Contractor. The Contractor 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, the Contractor agrees to indemnify and hold the City harmless from all costs incurred, including attorney fees.

Unless otherwise specified in writing, Contractor shall provide at its sole expense all materials, working space, and other necessities and instruments to perform its duties under this Contract. The Contractor, at

its sole expense, shall obtain and keep in force any and all applicable licenses, permits and tax certificates necessary to perform Contract services.

3.24 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 Contractor's registered agent and to the applicable City department representative.

3.25 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS

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

The Contractor 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 the Contractor fail to obtain said releases and/or licenses, the Contractor shall indemnify, defend and hold harmless the City for any claim resulting there from.

3.26 PUBLIC DISCLOSURE

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

3.27 DUTY OF CONFIDENTIALITY

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

3.28 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.

3.29 GOVERNING LAW AND VENUE

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

3.30 ASSIGNMENT

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

3.31 WAIVER

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

3.32 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.

3.33 CONFLICT WITH CONTRACT

In the event of any conflict between this document, Standard Terms and Conditions Section 2, Services, and the Professional Services Contract or other type of Contract (Contract) ultimately negotiated and entered into between Respondent and the City, the provisions of the Contract shall prevail. However, absent any such conflict the provisions of this document, Standard Terms and Conditions Section 2, Services, are fully incorporated into and considered part of the Contract.

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SECTION 4 – PROJECT INFORMATION AND REQUIREMENTS

4.1 PROJECT OVERVIEW AND BACKGROUND

The City of Tacoma (City), Information Technology Department is soliciting proposals to establish a contract with a qualified firm to provide the following for a contract workflow solution and implementation services:

- A workflow solution that integrates with SharePoint 2013 platform.
- Possible future integration with SAP, is preferred
- Integration with databases, such as, SQL Server and Oracle is highly desirable.
- The proposed solution needs to handle electronic signatures and notarization.
- Consulting services to work closely with a cross functional team of City personnel to determine and understand the City's business needs and to build and implement a contract routing solution.
- Consulting services to train City of Tacoma IT personnel and users in managing the solution going forward.

For additional details, see Section 5 – Scope of Work

As a secondary optional objective, the City would like a contract authoring and contract drafting solution, which would allow City staff to collaborate on contract drafting and creation, using standardized and customized terms, conditions, clauses and language and which will provide workflow at a point prior to the contract routing process that is the primary subject of this RFP. This optional objective may or may not be implemented, but the City would like an understanding of how such a solution would interface with the routing solution and the general structure, design and price for the optional solution

Contractor personnel proposed for this project may be required to successfully pass a background investigation at the City's expense upon request.

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.

4.2 INQUIRIES TO THE REQUEST FOR PROPOSALS (RFP)

- A. A pre-proposal conference will not be held; however, questions and request for clarifications of the specifications may be submitted in writing by 3:00 p.m., Pacific Time, **July 24, 2015**, to Chuck Blankenship, Purchasing Division, via email to charles.blankenship@cityoftacoma.org. Questions received after this date and time may not be answered.
 1. Please indicate the RFP specification number and title in the email subject line.
 2. Present your questions in MS Word format or directly in the body of the email message. If applicable, cross reference the specific section of the RFP.
 - a. Questions will be copied into a Word document and posted with this Specification. Please keep the formatting simple (e.g., Arial 11, flush left) by avoiding multiple fonts, multiple formats, and the use of styles, headers, footers, etc.

3. Questions will not be accepted by telephone or fax.
 4. Questions marked confidential will not be answered.
 5. Individual answers will not be provided directly to Respondents.
 6. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
 7. The City will not be responsible for unsuccessful submittal of questions.
- B. Written answers to questions will be posted with the Specification on or about **July 30, 2015**, on the Purchasing website at www.TacomaPurchasing.org: Navigate to *Contracting Opportunities / Services Solicitations*, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
- C. To receive notice of the posted answers, you must register as “[bid holder](#)” for this solicitation. Notices will not be sent if no questions are received.
- D. The answers are not typically considered an addendum.

4.3 REVISIONS TO RFP

In the event it becomes necessary to revise any part of this RFP, addenda will be issued to all registered planholders and posted on the Purchasing website at www.TacomaPurchasing.org. Answers in response to RFP are not typically provided as an addendum.

4.4 CALENDAR OF EVENTS

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

| | |
|---|-----------------|
| Publish and issue RFP | July 17, 2015 |
| Questions due, 3:00 p.m. PT | July 24, 2015 |
| Questions and answers published on or about | July 30, 2015 |
| Submittal deadline, 11:00 a.m. PT | August 11, 2015 |
| Submittals evaluated | August 2015 |
| Award recommendation | August 2015 |

Contract may be issued after City Council approval, if applicable.

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

4.5 CONTRACT TERM

The contract for implementation is anticipated to be six months; however, the contract may be extended if the solution(s) is implemented in phases or the optional contract authoring solution objective is added. Maintenance and licensing agreements will be per final negotiated contract terms.

4.6 RESPONSIVENESS

- A. Respondents agree to provide a minimum of 180 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. The Respondent is specifically notified that failure to comply

with any part of this RFP may result in rejection of the submittal as non-responsive. The City reserves the right, in its sole discretion, to waive irregularities deemed to be immaterial.

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

4.7 ENVIRONMENTALLY PREFERABLE PROCUREMENT

In accordance with the City's Sustainable Procurement Policy, it is the policy of the City of Tacoma to encourage the use of environmentally preferable products or services that help to minimize the environmental and human health impacts of City operations. "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. To view the above City policies go to Section XXIV.A. of the [Purchasing Policy Manual](#).

4.8 COSTS TO PREPARE SUBMITTAL

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

4.9 SUBMITTAL CLARIFICATION

Respondents 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, the Respondent must respond to such requests within two business days or the timeframe set forth by the City in its request for clarification. A Respondent's failure to respond to such a request may result in rejection of its submittal.

4.10 CONTRACT OBLIGATION / ACCEPTANCE OF PROPOSAL CONTENTS

The selected Respondent(s) will be expected to execute a Contract with the City. At minimum, the Contract will contain, or incorporate by reference, all of the terms and conditions contained in this RFP. Respondents should identify any exceptions to the terms and conditions contained in this RFP. As part of the negotiation process with the successful Respondent, Respondent and the City may agree to changes or modifications, additions or deletions to the terms and conditions contained in this RFP. Respondents should also provide the City with any specific form of contract or agreement that the Respondent proposes to be used as or incorporated into the Contract, including licensing, maintenance and support agreements. The City is willing to consider separate contracts, for example, workflow tool (s), e-signature management tool and consulting services.

Although negotiation is contemplated, the City, at its sole option, retains the right to determine the ultimate form of contract or agreement to be used. If the successful Respondent and the City are unable to reach agreement on the Contract terms and conditions the City retains the right to discontinue contract negotiations with that Respondent and commence with such negotiations with another Respondent.

No costs chargeable for work under the proposed Contract may be incurred before the effective date of a Contract.

4.11 PARTNERSHIPS

The City will allow firms to partner in order to respond to this RFP. Respondents may team under a Prime Respondent's submittal in order to provide responses to all sections in a single submission; however, each Respondent's participation must be clearly delineated by section.

4.12 COMMITMENT OF KEY PERSONNEL

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

4.13 PRICING

- a. Pricing under any contract resulting from this RFP shall be firm for the contract period unless an adjustment is required by any federal or state mandate.
- b. 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.

4.14 BUDGET

- a. The amount budgeted for this project is \$70,000.
- b. The optional contract authoring solution is not included in the budgeted amount of \$70,000.

4.15 INSURANCE

At a minimum, the City of Tacoma standard insurance requirements apply. (See Appendix D.) The City reserves the right to negotiate the final insurance requirements.

4.16 FORMAT AND PRESENTATION

- a. Submittals should be clear, succinct, and not exceed 20, 8-1/2 X 11, double-sided pages (40 pages total), excluding required City of Tacoma form and resumes. Respondents who submit more than the pages indicated may not have the additional pages of the proposal read or considered.
- b. For purposes of review and in the interest of the City's sustainable business practices, the City encourages the use of submittal materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. The City encourages the use of 3-ring binders to allow reviewers to remove specific pages/sections. Please do not use spiral or gum bindings. Proposers are encouraged to print/copy on both sides of a single sheet of paper wherever applicable. Color is acceptable, but content should not be lost by black-and-white printing or copying.

- c. Information that is confidential must be clearly marked and indexed. See the Standard Terms and Conditions Section 1 – Solicitation 1.17 & 1.18.

4.17 CONTENT TO BE SUBMITTED

Provide complete and detailed responses to all items below. Please use the same numbering format as 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 that contain alternatives or items not called for in this RFP, or 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.

Title Page

A. The title page shall reflect:

1. RFP number and title
2. Firm name, address, website address, telephone number, and email address

The Title Page shall be a single sheet of paper and is not counted toward the page total.

Section 1 - Required Form

A. Signature Page – Found in Appendix A

1. Do not alter this form in any way or add it to letterhead paper or present cover letters or blank pages ahead of them/it. This form does not count toward the page total.
2. 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.

Section 2 - Executive Summary

Provide the following:

- a. Introduction and overview of your submittal/proposal.
- b. A short history and description of your firm, including years in business, annual revenues, number of employees, organizational structure, services, areas/regions served, etc.
- c. Background information of the parent company, if any.
- d. List of sample clients, emphasizing government and public utility clients, and clients in the Puget Sound region, including dates of service.
- e. Name, title, and contact information of the person authorized to execute a contract on behalf of the Respondent.
- f. Name, title, and contact information of the person who will be managing this contract on behalf of the Respondent.

Section 3 - Qualifications/Experience of Firm

- a. Describe the experience your firm has had within the last five years implementing the proposed or similar workflow solutions and providing the related consulting services solicited.
- b. Describe the experience your firm has had implementing the proposed solution (s) and providing the consulting services solicited to government and public utility clients.

- c. Describe how you ensure client satisfaction with consulting services. Describe the process that will be used to resolve performance issues with consultant placements.

Section 4 - Key Personnel

- a. Provide a description of the job roles and skills that are proposed to service this account, including, but not limited to, account executive, project manager, lead, senior or base level consultant and proposed IT and technical support team members.
- b. Provide a resume of the key personnel that would be serving the City, include resumes for each and clearly identify their roles. Include the following:
 - 1. Experience and number of years performing in this role.
 - 2. Education, training, certifications relevant to this RFP.
 - 3. Number of years with your firm.
 - 4. Workflow expertise and experience implementing contract workflow solution with SharePoint integration.
 - 5. Provide details of key personnel who would be used if the optional contract authoring objective is implemented. Please provide details on experience, education, training and certifications.
- c. Describe your firm's commitment to maintaining continuity of the assigned key personnel.

Section 5 – Technical Information / Requirements

- a. Please complete the Technical Information / Requirements pages found in Appendix B.

Section 6 - Costs

- a. Licensing and Maintenance Costs: Provide a cost breakdown. This breakdown should consider any initial licensing costs and ongoing annual costs. Ongoing costs should be broken down by year(s) and type, up to five years. Including discounts for multiple years. If your solution uses a user based licensing method, please provide a per user cost and include your volume discount tiered pricing.
- b. Personnel Cost: Provide cost estimates, to include a total "Not to Exceed" price, as well as, estimated hours proposed per role to complete the project scope (See Section 5). Provide the titles, job classifications, and a list of hourly rates for all personnel proposed to be assigned work including proposed fees of subcontractors as well as a listing of subcontractor hourly rates and other charges. Detail and itemize all other anticipated costs and/or fees. This should include any expected travel / lodging / per diem costs.
- c. Training Cost: Provide cost estimate to provide training to end users, super users and technical staff per person. Detail and itemize all other anticipated training costs.
- d. Not to Exceed: Provide a total "Not to Exceed" price that is inclusive of all licensing, personnel and training costs for this project. This amount should include all fees associated to complete this project based on your proposed solution.
- e. If your solution(s) exceed the budgeted amount of \$70,000, please explain why.

- f. Provide a cost breakdown for the contract authoring solution. Include the licensing, personnel and training costs. Keep in mind this is an optional and secondary objective.
- g. Describe any price discounts that may be available, e.g., prompt pay discount.
- h. Describe the method or practice that will be used for billing this project.

Section 7 - Approach and Methodology

- a. Describe which method of service delivery your firm proposes, e.g., onsite/offsite/hybrid. If your proposed method of delivery is offsite or hybrid explain in detail how that delivery method will be efficient, productive and ultimately a successful delivery model for this project.
- b. Describe your proposed project plan.
- c. Describe your plans to understand and incorporate the City of Tacoma's business needs regarding the optional contract authoring solution as well as the primary contract routing solution, and describe how, if at all, those needs will direct or influence your solution design(s). Describe your proposed staffing requirements, including number of hours for the following:
 - 1. Vendor
 - 2. Tacoma staff
- d. Provide a roles and responsibility assignment (RACI) matrix
- e. Describe how your workflow solution meets the following:
 - 1. Integrating contracts, attachments and all associated metadata, including content type, into the SharePoint 2013 Record Management platform.
 - 2. Possible future integration with SAP.
 - 3. Integration with databases, such as,SQL Server and Oracle.
- f. Describe how your e-signature and notarization solution meets the following:
 - 1. Integration with workflow solution to provide the capability for managing electronic signatures and notarizations within workflow processes.
 - 2. Ability for outside vendors to electronically sign documents

Section 8 – Reporting Capabilities

- a. Describe standard reports and potential for customization.
- b. Provide examples of reports

Section 9 – Additional Information

Provide details regarding any related additional products and services of benefit to the City not specifically required in this RFP, but which the Respondent offers to provide. Please also provide a cost for each additional product and service you are offering.

Section 10 - Client References

- a. Provide at least three recent client references able to verify your firm's overall expertise for this scope of work. Include name of company, contact person(s) and title, address, phone number, email address, website address, project descriptions and dates of service.

Section 11 - Sustainability

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, a green cleaning policy. Please provide details and include copies of reports, policies or plans if available.

Section 12 – Exceptions to Terms and Conditions

- a. Specify exceptions, if any, to the City of Tacoma Standard Terms and Conditions contained in this RFP. Where appropriate provide alternative language for consideration by the City.
- b. Provide copies of any specific form of contract or agreement that you are proposing to be used, such as master services agreements, licensing, and maintenance and support agreements.
- c. The City, at its sole option, will decide the ultimate form of contract or agreement to be used.

Section 13 - Small Business Enterprise (SBE)

- a. Indicate whether your firm is a City of Tacoma [Small Business Enterprise firm](#).
- b. Indicate whether your firm will be partnering with, or subcontracting to, a City of Tacoma [Small Business Enterprise](#).
 1. Include name, address, and contact person of the SBE.
 2. Describe the work that will be completed by the SBE.
 3. What percentage of the total project will be completed by the SBE?

See Appendix C for the SBE Regulations.

Section 14 - Credit Card Acceptance – EFT/ACH Acceptance

- a. 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 Section 4.21. This information is not a consideration in the evaluation.

- b. 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 Section 4.21. This information is not a consideration in the evaluation.

4.18 EVALUATION CRITERIA

- a. A Selection Advisory Committee (SAC) will review and evaluate written submittals. After the evaluation, the SAC may conduct interviews of or request presentations by 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 Respondent(s) to provide the services required.
- d. The City may award to other than the highest ranked submittal or Respondent if the price submitted by the Respondent is more than the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor does not require the City to select the Respondent submitting the lowest cost.
- e. A serious deficiency in any one criterion, including costs over the budgeted amount, may be grounds for rejection.
- f. Respondents may be asked to provide their most recent audited financial statements demonstrating the Respondent's financial ability to meet the requirement of any Contract that may result from this RFP.
- g. The final selection, if any, will be that submittal or Respondent which, after review and potential interviews and reference checks, in the sole judgment of the City, best meets the requirements set forth in this RFP.

Submittals will be evaluated on the following criteria:

| | CRITERIA | Points |
|----------|--|---------------|
| A | Qualifications/Experience of Firm and Key Personnel | 20 |
| B | Approach and Methodology | 25 |
| C | Costs | 20 |
| D | Technical Information / Requirements (Appendix B) | 25 |
| E | Sustainability | 5 |
| F | Small Business Enterprise | 5 |

4.19 INTERVIEWS

- a. An invitation to interview or present, either in person or by conference call or video conference, may be extended to Respondents based on Selection Advisory Committee review of the written submittals. The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews. The SAC may determine scoring criteria for the interviews/ presentations following evaluation of written submittals.
- b. The City reserves all rights to begin contract negotiations without conducting interviews.
- c. Respondents must be available to interview within three business days' notice.

4.20 AWARD

- a. After the 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, 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.

4.21 PAYMENT METHOD – CREDIT CARD ACCEPTANCE

- a. Payment methods include:
 1. Credit card. Tacoma's VISA procurement card program is supported by standard bank credit suppliers and requires merchants abide by the VISA merchant operating rules.
 - Vendors must be PCI-DSS compliant (secure credit card data management).
 - Vendors 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.
 4. The City may consider cash discounts when evaluating submittals.
See 1.06 B. of the Standard Terms and Conditions Section 1 – Solicitation (Appendix C).
- b. The City's preferred method of payment is by Visa credit card (aka procurement card). Respondents 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 this Contract.

SECTION 5 SCOPE OF WORK

The primary objective of the RFP is to provide a contract workflow solution. A secondary objective, which is optional, is for a contract authoring and drafting solution.

A. Requirements:

- F. The proposed workflow solution must integrate with the SharePoint 2013 platform.
 - G. The proposed solution must integrate with Active Directory
 - H. The proposed solution must address a possible integration with SAP in the future.
 - I. It must include an integrated, electronic signature and notarization capability.
 - Í. The ability for external vendors (contracting parties outside City infrastructure), to securely utilize the workflow solution.
 - Î. The routing process must be able to handle simultaneous and sequential reviews / approvals, substitutions, reminders, escalations, and ad-hoc routing changes,
 - Ï. Ability to integrate contracts, attachments and all associated metadata, including content type, into the SharePoint 2013 Record Management platform.
8. Once the workflow process is complete, the document along with the detailed history of reviews must be archived in SharePoint, as our records management and discovery system.
9. See Appendix B for additional requirements.

B. Contract workflow solution services

The anticipated services and deliverables for the contract workflow solution include:

- 1. Review of current SharePoint environment to assess requirements for proposed solution.
- 2. Work with City personnel to understand business needs and incorporate into solution.
- 3. Provide a project description and project plan to include required City and Contractor roles and resourcing.
- 4. Develop configuration plan for contract routing solution
- 5. Install and configure the workflow solution
- 6. Provide training (end user, super user, administrative, technical) to assigned City staff. Include creating ad-hoc workflow creation as well as maintenance of existing workflows.
- 7. Create custom workflows to support contract routing processes based on contract type and amount
- 8. Add City of Tacoma logos, branding, standard language and instructions to standard workflow solution reports such as status review and approval process.
- 9. Perform system testing, validation and documentation of final SharePoint contract routing solution configuration.
- 10. Pilot SharePoint contract workflow solution.
- 11. Provide support for organizational change management, including training, planning, delivery, and communication planning.
- 12. Work with City personnel to make sure the solution satisfies the City's information management requirements.

C. Optional – Secondary Objective: Contract Authoring Solution

1. Review of current SharePoint environment to assess requirements for proposed solution
2. Work with City personnel to understand business needs and incorporate into solution.
3. Provide a project description and project plan to include required City and Contractor roles and resourcing.
4. Develop configuration plan for contract authoring solution
5. Install and configure the contract authoring solution
6. Provide training (end user, super user, technical) to assigned City staff.
7. Create custom contract templates and allow for ad hoc additions or changes to the customized contract template language
8. Add City of Tacoma logos, branding, standard language and instructions to contract templates.
9. Perform system testing, validation and documentation of final SharePoint contract authoring solution configuration
10. Pilot SharePoint contract authoring solution.
11. Provide support for organization change management, including training planning and delivery, and communication planning.

The City reserves the right to implement only portions of any proposed solution, as well as, to phase implementation of the proposed solution(s).

APPENDIX A

Signature Page

SIGNATURE PAGE

CITY OF TACOMA DEPARTMENT OF INFORMATION TECHNOLOGY

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 Proposals page near the beginning of the specification for additional details.**

REQUEST FOR PROPOSALS SPECIFICATION NO. IT15-0403F

Contract Workflow Solution and Implementation 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.

Appendix B

Technical Information / Requirements
Must be returned with your proposal response

APPENDIX B - Technical Information / Requirements

6.01 Contract Workflow Solution / Electronic Signature and Notorization Capabilities

| Question Number | Questions | Answers |
|-----------------|---|---------|
| 6.01.01 | Describe how your solution routes documents simultaneously and/or sequentially as needed to various approvers, and handle escalations and substitutions as part of standard workflow configuration. | |
| 6.01.02 | Describe how your solution allows for modification of preset routing when assigned staff is unavailable. | |
| 6.01.03 | Describe how your solution notifies the contract owner when the routing is complete. | |
| 6.01.04 | Describe how your solution notifies the contract owner when one of the approvers has rejected the contract. | |
| 6.01.05 | Describe how your solution allows users to create ad-hoc routing when needed. Will end users be able to create these workflows? | |
| 6.01.06 | Describe how your solution provides for electronic signatures and notorization. | |
| 6.01.07 | Describe the process when a partially routed contract must be corrected and re-routed. | |
| 6.01.08 | Define the roles and responsibilities required to support, enhance and manage this document routing solution on an ongoing basis. | |
| 6.01.09 | Describe whether your solution provides the capability for creating complex forms for data collection. Can these forms be made responsive so that they work optimally on multiple browsers, tablets and cellphones? | |

| Question Number | Questions | Answers |
|-----------------|---|---------|
| | Interface/Integration: | |
| 6.01.10 | Describe how your workflow, e-signature and notarization solutions will work with SharePoint as our records management platform. | |
| | SharePoint Workflow / Business Process Management Tools: | |
| 6.01.11 | Describe how the solution allows for divergent workflows, e.g., scanning and storing a document once but having the ability to use that document for multiple workflows. | |
| 6.01.12 | Describe how "work" and/or content is routed through the workflow in the solution. What are the different methods of routing, e.g., rules-based routing, sequential routing and parallel routing? | |
| 6.01.13 | Describe the "rule-based triggers" that can be used in the workflow, e.g., time, event, metadata, volume, and user-defined. | |
| 6.01.14 | Describe how the solution captures metadata automatically or semi-automatically, e.g. drop-down lists or automated lookups from databases. | |
| 6.01.15 | Describe how the solution's workflow solution integrates with external systems and applications such as SAP and databases such as SQL Server & Oracle. | |
| 6.01.16 | Describe the solution's ability to integrate with third-party workflow systems. | |
| 6.01.17 | Describe the solution's ability to integrate with third-party e-forms applications. | |

| | | |
|---------|---|--|
| | Access, security and anti-virus | |
| 6.01.18 | Describe how your solution keeps our data and documents protected from viruses and unauthorized access. | |
| 6.01.19 | Describe how the solution enhances data protection by supporting role-based and configurable field level data masking for sensitive information such as credit card numbers and social security numbers (SSN). | |
| | Confidential Data | |
| 6.01.20 | Describe the solution's ability to secure confidential data such as protected health information (PHI), social security numbers or financial information. | |
| 6.01.21 | Describe how the solution supports automated data security categorization and policy enforcement based on data content (SSN, PHI, credit card), metadata, user or role. | |
| 6.01.22 | Describe additional ways how data is protected from unauthorized access, disclosure, or tampering. | |
| | Active Directory / Email Integration | |
| 6.01.23 | Describe how the solution integrates with Active Directory | |
| 6.01.24 | Describe how the solution utilizes single sign-on functionality | |
| 6.01.25 | Describe how City administrators and users in Active Directory can be automatically established in the solution with appropriate privileges. For example, can administrative privileges in the solution be controlled by membership in an Active Directory group? | |

| | Records Management Questions | Answers |
|---------|--|---------|
| 6.01.26 | Contract and agreements are complex documents that include several major components, the contract document, signature and in some cases, notarization. The electronic equivalent to signature and notarization must retain the same legal authority for the full retention period of the contract or agreement. The City of Tacoma is required to keep some contracts permanently. How do you propose to provide a permanent authentication record of the digital signature and notarization? | |
| 6.01.27 | The workflow approval process creates a metadata audit trail documenting who, what and when a contract is approved. WHO information comes from Active Directory; and WHEN information comes from workflow audit logs; and WHAT comes from the SharePoint contract record. This data is part of the official contract record. For long-term or permanent contracts how do you propose to retain Active Directory identification information and workflow audit log date time and day stamps with the final contract record? | |
| 6.01.28 | Describe how your solution meets the requirements found in Appendix G, Tacoma Information Management System requirements. | |

6.02 Contract Workflow Solution Technical Information / Requirements

| Question Number | Information / Requirement | Solution meets requirement, yes or no | Explanation |
|-----------------|---|---------------------------------------|-------------|
| 6.02.01 | Confirm whether your solution can work with the current City environment listed below. Please also confirm which of these | | |

| Question Number | Information / Requirement | Solution meets requirement, yes or no | Explanation | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--|---------------------------------------|-------------|---------|-------------------------|-------------------|------|----------------------------|---------------|----------|---------------|------------|------------|---------------------------------|---------------|------|------------------------------|------------|---------------------------|---------------|--------------------|------|------------------------|-----|--|------------|--------|---|-------------|----------------------|----|-------------------|-----------------------------|------------|--|---------------|------|--|--|
| | <p>components are needed for implementing your solution:</p> <table><tr><th>Platform Type</th><th>Item</th><th>Version</th></tr><tr><td>Server Operating System</td><td>MS Windows Server</td><td>2012</td></tr><tr><td>Database Management System</td><td>MS SQL Server</td><td>2012 SP2</td></tr><tr><td>E-mail Client</td><td>MS Outlook</td><td>2010, 2013</td></tr><tr><td>Document Management Application</td><td>MS SharePoint</td><td>2013</td></tr><tr><td>Workstation Operating System</td><td>MS Windows</td><td>7 Enterprise SP1 (64 bit)</td></tr><tr><td>E-mail Server</td><td>MS Exchange Server</td><td>2013</td></tr><tr><td>E-mail Client Plug-ins</td><td>TBD</td><td></td></tr><tr><td>Web Server</td><td>MS IIS</td><td>8</td></tr><tr><td>Web Browser</td><td>MS Internet Explorer</td><td>11</td></tr><tr><td>Office Automation</td><td>MS Office Professional Plus</td><td>2010, 2013</td></tr><tr><td>Repository/Storage of the Electronic Content</td><td>MS SharePoint</td><td>2013</td></tr></table> | Platform Type | Item | Version | Server Operating System | MS Windows Server | 2012 | Database Management System | MS SQL Server | 2012 SP2 | E-mail Client | MS Outlook | 2010, 2013 | Document Management Application | MS SharePoint | 2013 | Workstation Operating System | MS Windows | 7 Enterprise SP1 (64 bit) | E-mail Server | MS Exchange Server | 2013 | E-mail Client Plug-ins | TBD | | Web Server | MS IIS | 8 | Web Browser | MS Internet Explorer | 11 | Office Automation | MS Office Professional Plus | 2010, 2013 | Repository/Storage of the Electronic Content | MS SharePoint | 2013 | | |
| Platform Type | Item | Version | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Server Operating System | MS Windows Server | 2012 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Database Management System | MS SQL Server | 2012 SP2 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E-mail Client | MS Outlook | 2010, 2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Document Management Application | MS SharePoint | 2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Workstation Operating System | MS Windows | 7 Enterprise SP1 (64 bit) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E-mail Server | MS Exchange Server | 2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| E-mail Client Plug-ins | TBD | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Web Server | MS IIS | 8 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Web Browser | MS Internet Explorer | 11 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Office Automation | MS Office Professional Plus | 2010, 2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Repository/Storage of the Electronic Content | MS SharePoint | 2013 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

6.03 Organizational Change Management (OCM) Information

| Question Number | Questions | Answers |
|-----------------|---|---------|
| | Training | |
| 6.03.01 | Describe your approach for delivery of IT and end-user training required for the City to absorb and take ownership of this new solution. | |
| | Communication | |
| 6.03.02 | Describe the communication tools you will use to help our organization adapt to the changes, e.g, PowerPoint presentations, messaging, communication plans, specification documents, etc. | |

APPENDIX C

Small Business Enterprise Regulations

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:

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

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

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

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

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

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

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

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

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

1.07.080 Contract compliance.

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

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

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

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

1.07.090 Program monitoring.

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

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

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

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

1.07.100 Enforcement.

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

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

1.07.110 Remedies.

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

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

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

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

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

1.07.120 Unlawful acts.

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

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

1.07.130 Severability.

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

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

1.07.140 Sunset and review of program.

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

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

Appendix D

Standard Insurance Requirements

INSURANCE CERTIFICATE REQUIREMENTS

Please furnish the Purchasing Division with a Certificate of Insurance with the following liability limits based on the contract amount:

| <u>CONTRACT AMOUNT</u> | <u>LIABILITY LIMITS</u> |
|------------------------|--|
| \$ 25,000 and Under | \$ 500,000 Combined Single Limit |
| \$500,000 and Under | \$1,000,000 Per Occurrence / \$2,000,000 Aggregate |
| Over \$500,000 | \$5,000,000 Total Coverage |

- A. Umbrella excess liability may be used to reach the limits stated above. Coverage must include:
1. Comprehensive General Liability
 2. Automobile Liability - Hired and Non-Owned
 3. Contractual Coverage
 4. Broad Form Property Damage
 5. Underground Explosion and Collapse Hazard (if necessary by the nature of the work)
 6. Any additional coverage specifically required by the City's specification
- B. The following general requirements apply:
1. Insurance carrier must be authorized to do business in the State of Washington.
 2. Coverage must include personal injury, protective and employer liability.
 3. Contractor must provide with the certificate (a) evidence of the amount of any deductible or self-insured retention under the policy, and (b) policy endorsement(s) that verify compliance with the additional insured and the primary/non-contributory requirements specified in Section C. 1 and C. 2. below.
 4. It is the contractor's responsibility to keep an up-to-date Certificate of Insurance on file with the City throughout the contract.
 5. Contractor's insurance must be primary and non-contributory over any insurance the City may maintain, that is, any such City insurance shall be excess to limits stated in the certificate.
- C. The following statements are required on the Certificate of Insurance:
1. *"The City of Tacoma is named as an additional insured" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).*
 2. *"This insurance is primary and non-contributory over any insurance or self-insurance the City may have" ("as respects a specific contract" or "for any and all work performed with the City" may be included in this statement).*
 3. *"Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 days written notice to the Certificate Holder named." Language such as, "endeavor to" mail and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representative" is not acceptable and must be crossed out. See example below.*

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
 The below listed certificated holder is added as an additional insured as respects any and all work performed with the City (or as respects project _____). This insurance is primary over any insurance or self-insurance the City may have for any and all work performed with the City (or as respects project _____).

CERTIFICATE HOLDER

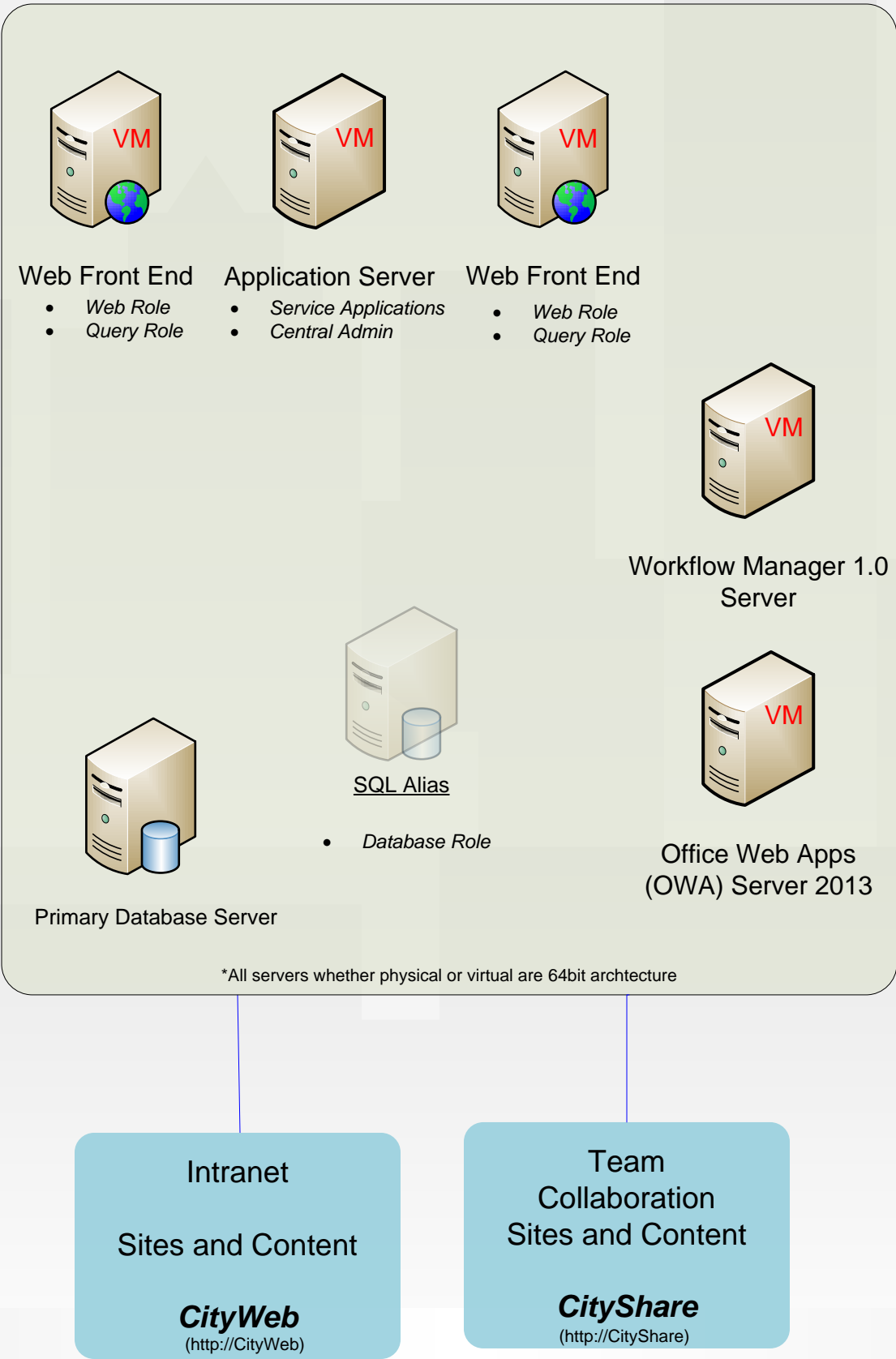
ADDITIONAL INSURED: INSURER LETTER: _____

CANCELLATION

CITY OF TACOMA
 PO BOX 11007
 TACOMA WA 98411-0007

~~"Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the company, its agents or representatives."~~

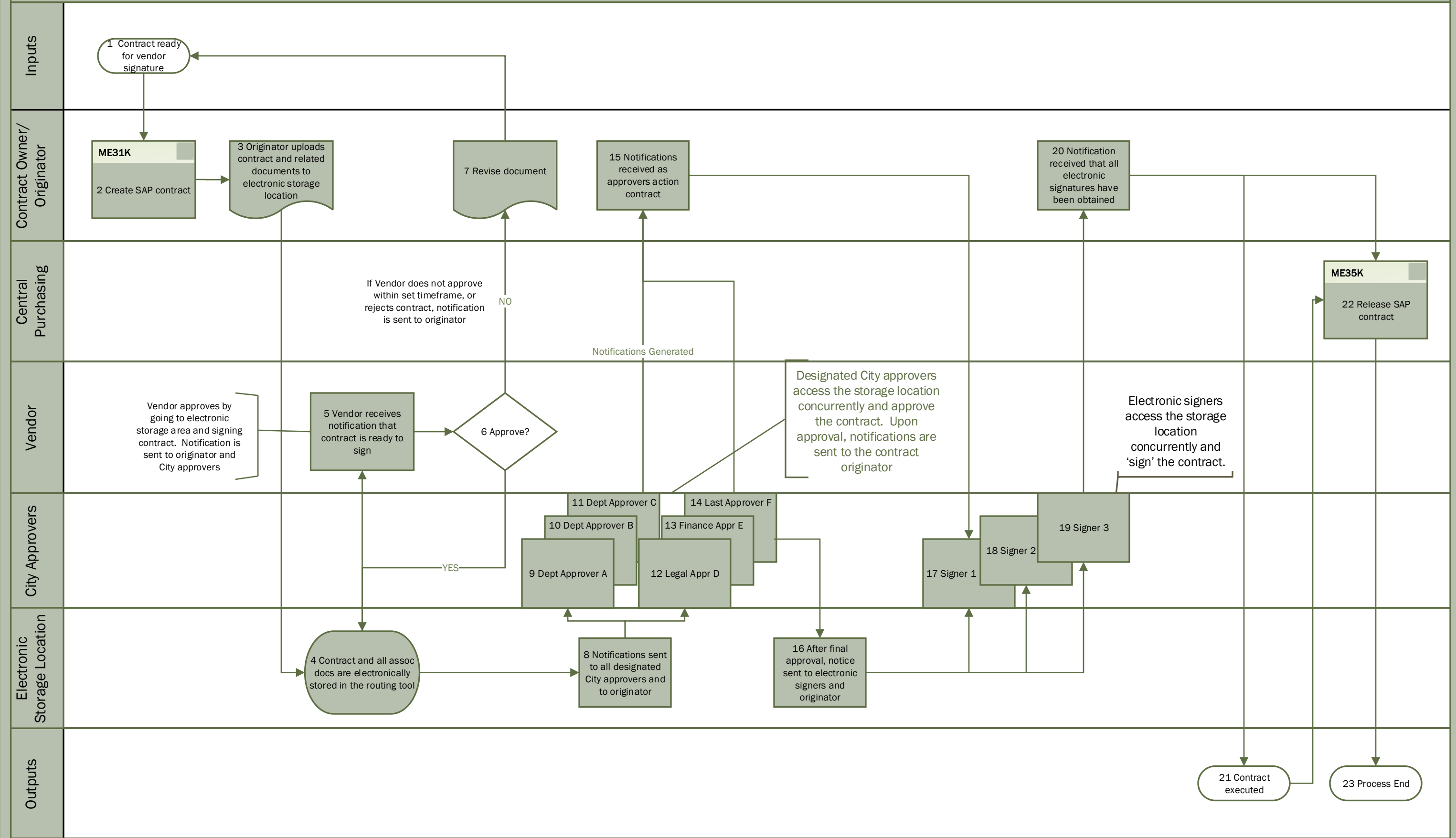
Appendix E
Architectural Diagram of SharePoint



Appendix F
Preliminary Contract Routing Diagram

Preliminary Contract Routing Diagram – Illustration Only

Routing of a Contract for Approval



Appendix G

Tacoma Information Management System Requirements

Tacoma Information Management System

Background Records Management

The City of Tacoma is implementing a city-wide initiative to manage records in SharePoint. A DoD 5015.3 certified records management application is being added to SharePoint to ensure local, state and federal document management and recordkeeping requirements are met. Contracts and agreements are a major record group to be managed in the new system. Contract routing and approval is the first workflow in the life cycle of the City's contract administration functions. To integrate contract creation and approval process into a larger contract administration function in the future, the following information is provided.

Contract and Agreement Case File Management

The SharePoint Records Management System (TIMS-Tacoma Information Management System) treats contract records as a case file. TIM's integration with SAP allows for the daily generation of contract case files in TIMS. When a user starts a contract template connected to a SharePoint content type, they are presented a list of contract case file numbers. Choosing the correct TIMS category number/name (contract number/name) classifies the records and launches document/records management workflows. This includes rules for managing drafts, final records and publication of renditions of the contract record.

Contract case files are often linked to other business processes such as projects, asset management, etc. The TIMS system allows Records Management to link these case files so that all recordkeeping requirements are met. For example, the City has a contract with a vendor who provides hazardous waste remediation services. Each maintenance project case file in TIMS that uses the hazardous waste remediation services contract would be linked. The contract can't be disposed of until all the linked case files also meet their legal retention requirements.

TIMS Content Types

In order to create contract, project management, asset management and other record associations, TIMs uses SharePoint content types. The content types are the focal point to collect necessary metadata to create and classify case files; that then enable document/records management workflows. TIMS has not yet completed the CONTRACT content type family, but we have collected the following metadata requirements to date:

SAP Contract Metadata (Some metadata may not be currently available in SAP. In this case, SharePoint lists will need to be created to generate the data.)

1. Type of Contract
 - a. Purchase Orders
 - b. Service or Warranty
 - c. Capital Asset (Non-Real Property)
 - d. Construction, Improvement, Remodel (Architectural and Engineering Services/Public Works and Improvement Contracts)
 - e. Facility Maintenance
 - f. Hazardous Materials / Remediation
 - g. Professional Services/Purchased Services Contract/Statement of Services (SOS)
 - h. Inter-Agency, Inter-Government, Inter-Local
 - i. Non Capital Assets Goods and Services
2. Contract End Date
3. Cost Center / Department
4. Cost Account Fund/Plant etc. Account Number**
5. Date Asset Sold or Decommissioned

6. Date Final Contract Approved
7. Approver I.D. (name or number of the person who approves and finalizes the contract)
8. City Council Ordinance or Resolution Number
9. Public Utility Board Resolution Number
10. Contractor / Vendor Name
11. Contract Number (Need a method to determine if an original contract is amended either through a modification to the original contract number (-01 or .01) or a field to indicate the document is an amendment to an established contract (Original or Amended designation).

** Trying to create relationship between the fund and the contract. We need a method to determine when an asset is sold or decommissioned or if the contract is associated with funds from a grant, levy, or bond. (This is for information only).

TIMS Metadata (Not yet available)

- Category Number (Contract Name and Number) – Case file classification for each contract record.
- Records Management application content types – This is a specific product feature. It may require re-configuring the SharePoint CONTRACT content type to a RM Application CONTRACT content type.

Requirements to enable future integration with TIMS

The goal of these requirements is to identify the contract case files to the extent possible for import into TIMS; and introduce rudimentary records management of contract documents.

1. Case Document Handling – Dedicate a field CASE (Y/N) to each Content Type. If the content type is a case, then require mandatory metadata fields that identify the case, for example:
 - a. Content type = CONTRACT – Which contract? Include as much of the SAP Contract metadata from the list that is currently available in the SharePoint / SAP integration. Reserve a field for the TIMS Category Number.
2. Mandatory minimum metadata for a contract document includes:

| Minimum Document Metadata Fields | | | |
|----------------------------------|---------|---|--|
| Name | Man/Opt | Details | Notes |
| All Documents | | | |
| Content Type | M | Case File flag is yes for Content Type CONTRACT | SharePoint Requirement |
| Subject | M | Alphanumeric, 124 Characters | Subject matter of the this document |
| Category* | O | Select category from file plan navigation tree | Mandatory for a declared record. |
| Security Level* | O | Select from a pre-defined list | Denotes record-level security |
| Business Unit | M | Select from pre-defined values | Denotes office of record |
| Author | M | 72 Characters alphanumeric | Who is principally responsible for content? |
| True Document Date | M | Date | A date to be used in the future by TIMS, to calculate document age. This field is not subject to change by the system. |

| | | | |
|---------------|---|---|---|
| Status | M | (R)ecord, (W)ork-in-Progress, (R)eference | Work in Progress, Record or Reference. These are the three possible values for each document that is declared as a record. These statuses will launch workflow in TIMS. |
| Notes | O | | Anything that would help find or explain this document |
| Qualified* | M | Yes or No | Qualified by disposition. Not user-entered |
| Qualify Date* | M | Date | Date this document was qualified for disposition. Not user-entered |
| Verified* | M | Yes or No | Yes, verified as classified correctly. Not user-entered. |
| Approved* | M | Yes or No | Yes, if approved for disposition by Manager/Records Manager. Not user-entered |
| Record | M | Yes or No Flag Y/N. Internal SharePoint flag. Implement as an onscreen checkbox. | Eventually this field would be replaced by TIMS, but for now can be used for SharePoint Out of the Box Records functionality. User would set flag. |

* Denotes a field reserved for future TIM's system will be blank until then.

3. Contract documents should be grouped in SharePoint as a logical document set (case file). The unifying number for the case is the contract number/name. Each case file should be linked to this metadata:
 - a. Contract Number (SAP Contract metadata)– Drop-down or other list user chooses number, the choice populates the rest of the information
 - b. *Contract Name (SAP Contract metadata)– Auto-populated from SAP)
 - c. *Contract Type (SAP Contract metadata) – Auto-populated from SAP)
 - d. *Contract Dates (SAP Contract metadata – Auto-populated from SAP)
 - e. *Contract Status, e.g. active, amended, terminated, etc. (SAP Contract metadata – Auto-populated from SAP)
4. Allow for manual SharePoint records declaration. The following process would need to be completed by the user or by a workflow.
 - a. Set internal record flag
 - b. Lock down the document as read-only
 - c. Force entry of:
 - i. minimum document metadata and (#2)
 - ii. document set metadata for the case (#3)
5. Optional, but recommended; build a SharePoint Records Center site for final contract records. Publish read-only copies of the contracts to a City Intranet site. Until TIMS is implemented each site needs to be separately managed for document management purposes. Once TIMS is in place the management of published contracts is managed by the Records Management add-on tools. Original records and all renditions are linked.
6. Optional, but recommended; build a policy workflow to delete draft versions of the contract documents after the final is approved and declared a record.