



City of Tacoma, WA

**CITYWIDE  
REQUEST FOR PROPOSAL  
RECORDS STORAGE AND DESTRUCTION  
SPECIFICATION NO. CT21-0027F**



City of Tacoma  
Citywide

REQUEST FOR PROPOSALS CT21-0027F  
Records Storage and Destruction

**Submittal Deadline:** 11:00 a.m., Pacific Time, Tuesday, April 13, 2021

**Submittal Delivery:** Sealed submittals will be received as follows:

**By Email:**

[bids@cityoftacoma.org](mailto:bids@cityoftacoma.org)

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

**Bid Opening:** Held virtually each Tuesday at 11AM. Attend [via this link](#) or call 1 (253) 215 8782. Submittals in response to a RFP will be recorded as received. As soon as possible, after 1:00 PM, on the day of submittal deadline, preliminary results will be posted to [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org).

**Solicitation Documents:** An electronic copy of the complete solicitation documents may be viewed and obtained by accessing the City of Tacoma Purchasing website at [www.TacomaPurchasing.org](http://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:** Secure off-site records storage and secure destruction/shredding bin service.

**Estimate:** \$500,000-\$600,000

**Paid Sick Leave:** The City of Tacoma requires all employers to provide paid sick leave as set forth in Title 18 of the Tacoma Municipal Code. For more information, visit [our Minimum Employment Standards Paid Sick Leave webpage](#).

**Americans with Disabilities Act (ADA Information):** The City of Tacoma, in accordance with Section 504 of the Rehabilitation Act (Section 504) and the Americans with Disabilities Act (ADA), commits to nondiscrimination on the basis of disability, in all of its programs and activities. Specification materials can be made available in an alternate format by emailing Gail Himes at [ghimes@cityoftacoma.org](mailto:ghimes@cityoftacoma.org), or by calling her collect at 253-591-5785.

**Additional Information:** Requests for information regarding the specifications may be obtained by contacting Tad Carlson, Senior Buyer by email to [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org)

**Protest Policy:** City of Tacoma [protest policy](#), located at [www.tacomapurchasing.org](http://www.tacomapurchasing.org), specifies procedures for protests submitted prior to and after submittal deadline.



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

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## SUBMITTAL CHECK LIST

- A. Given current circumstances, only electronic submittals will be accepted.
- B. **Please do not include the full RFP document as part of your submittal. Doing so may render your submittal non-responsive.**

<b>The following items, in this order, make up your submittal package:</b> <u><b>Other than the forms listed below, please do not include other pages or content from this RFP document.</b></u>		
1	Title Page	
2	Table of Contents	
3	Index of confidential information, if applicable	
4	City of Tacoma Forms (Section 3.02 / Appendix A) – No substitutions or alterations – Do not alter these forms or add them to letterhead paper or present cover letters or blank pages ahead of them.  A. Signature Page (this form is intended to serve as the first page of your submittal after the Title Page and Table of Contents)  B. Proposal Form	
5	Balance of information in Section 3.02 – Content to be Submitted	
<b>DELIVERY OPTIONS:</b>		
<b>By Email:</b>  bids@cityoftacoma.org		

**After award approval, the following will be required:**

1	Contract (Appendix B) incorporating these specifications, all addenda and vendor submittal.
2	Certificate of Insurance and applicable endorsements (Appendix C)
3	City of Tacoma business license, if applicable (Appendix C – See item 1.05 B. of the Standard Terms and Conditions)
4	Verification of Washington business license (Appendix C – See item 1.05 A. of the Standard Terms and Conditions)

**REQUEST FOR PROPOSALS CT21-0027F  
RECORDS STORAGE AND DESTRUCTION**

**Section 1      PROJECT OVERVIEW / CALENDAR / INQUIRIES**

**1.01            Project Overview and Purpose**

- A.** The City of Tacoma (City) is soliciting proposals to establish one or more contracts with qualified vendors to fulfill the City's needs for professional off-site storage of records, online access to inventory control software, and secure destruction/shred bin services, on an as-needed basis for up to five years, to be administered by the General Government (GG) City Clerk's Office, and the Tacoma Public Utilities (TPU) Management Services Office.

Respondents may submit responses for professional storage services (Part A of the Proposal Form), secure destruction/shred bin services (Part C of the Proposal Form), or both. Please specify which services you are proposing in Part A of the Proposal Form.

- B.** The preference is to award a single contract. However, the City reserves the right to split the award, reduce the award, or make no award, if it is in the City's best interest.
- C.** Respondents may be required to submit samples of their product for evaluation prior to award. Products that fail to meet City standards or any of the specifications herein may be rejected.
- D.** Submittals must comply with these specifications. Failure to comply with all provisions of the RFP may result in disqualification.
- E.** This solicitation may be found at [www.tacomapurchasing.org](http://www.tacomapurchasing.org): Navigate to Contracting Opportunities / Services or Supplies or Public Works and Improvements Solicitations, scroll to this RFP and click the word Specification.

**1.02            Calendar of RFP Events**

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

Questions due, 3:00 p.m., Pacific Time	March 24, 2021
Questions and answers posted on or about	March 29, 2021
Submittal deadline, 11:00 a.m., Pacific Time	April 13, 2021
Interviews/presentations/demonstrations, if conducted	Week of April 19-23
Public Utility Board/City Council consideration of award	May 2021

**1.03            Pre-Submittal Conference / Questions and Requests for Clarification**

- A.** A pre-submittal conference will not be held.

- B.** Questions and requests for clarification of these Specifications may be submitted in writing by 3:00 p.m., Pacific Time, March 24, 2021, to Tad Carlson, Purchasing Division, via email to [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org). Questions received after this date and time may not be answered.

1. Subject line should read:

CT210027F – Records Storage – VENDOR NAME

2. Present your questions in MS Word format or directly in the body of the email message. Where applicable, cross reference the specific section of the RFP. Please avoid using tables to format the questions as they will be copied into a Word template.
  3. Keep formatting simple (e.g. Arial 11, flush left) and avoid multiple fonts, formats and the use of tables, styles, header, footers, etc.
  4. Questions will not be accepted by telephone or fax.
  5. Questions marked confidential will not be answered.
  6. Questions will be held until the deadline and answered collectively.
  7. Individual answers will not be provided directly to Respondents.
  8. The City reserves the discretion to group similar questions to provide a single answer or not to respond when the requested information is confidential.
  9. The City will not be responsible for unsuccessful submittal of questions.
- C.** Written answers to questions will be posted with the Specification on or about March 29, 2021, on the Purchasing website at [www.TacomaPurchasing.org](http://www.TacomaPurchasing.org): Navigate to Contracting Opportunities / Services, and scroll to this RFP. A notice will not be posted with the Specification if no questions are received.
- D.** To receive notice of the posted answers, you must register as a “bid holder” for this solicitation. The City will only notify the bid holders list if questions are received.
- E.** The answers are not typically considered an addendum.

#### **1.04 Acceptance and Responsiveness**

- A.** Respondents agree to provide a minimum of 90 days from the submittal deadline for acceptance by the City.

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

#### **1.05 Contract Term**

- A.** The Contract will be for a two-year period with the option to renew the Contract for three additional one-year terms.
- B.** Ongoing maintenance and licensing agreements beyond the first year will be per final negotiated Contract terms.
- C.** This Contract shall remain open to additional purchases (interlocal, tag-on, and piggyback) by this or other agencies for the full Contract term.

#### **1.06 Pricing**

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

#### **1.07 Budget**

- A.** The amount budgeted for this project is \$500,000-\$600,000 for the full term of the contract.
- B.** Submittals over the budgeted amount may receive reduced or zero points for “Fees and Charges” in the Section 3.03 Evaluation Criteria or be dropped from consideration.

#### **1.08 Revisions to RFP – Addenda**

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

#### **1.09 City Contact Information**

- A. All communications concerning this solicitation shall be directed via email to the Purchasing contact:

Tad Carlson / [tcarlson@cityoftacoma.org](mailto:tcarlson@cityoftacoma.org)

- B. Any Respondent seeking to obtain information, clarification, or interpretations from a City official or City employee other than the Purchasing contact or other Purchasing staff member, or any external firm or agency, is advised that such material is used at Respondent's own risk. The City will not be bound by any such information, clarification, or interpretation.
- C. Contact by a Respondent regarding this solicitation with a City employee other than the Purchasing contact or other Purchasing staff member, or an individual approved in writing by a Purchasing staff member, or contact with a firm hired by the City to provide consulting services regarding this RFP, may be grounds for rejection of Respondent's submittal.

### **Section 2 PROJECT SCOPE / TECHNICAL AND SPECIAL PROVISIONS**

#### **2.01 Background**

The City of Tacoma currently maintains approximately 23,000 cartons (27,500) cubic feet of records, consisting primarily of standard records cartons (10" x 12" x 15"), stored with an off-site storage vendor. General Government departments have approximately 12,500 cartons of records, and Tacoma Public Utilities sections have approximately 10,300 cartons. Records are requested on a routine (daily) basis to provide access to staff and residents, and are delivered or picked up at various office locations.

Secure document destruction (shredding) bins are located in various office locations and are serviced on a regular schedule of either every-other-month, monthly, twice per month, or weekly.

#### **2.02 Desired & Minimum Qualifications**

- A. Minimum Qualification: Firm must be licensed to do business in the State of Washington.

- B. Desired Qualification:** Firm should have five (5) years of experience in the administration of off-site records storage if bidding part A of the Scope and records destruction if bidding on part B of the Scope. (See Section 2.03 immediately below)

## 2.03 Scope of Work

**There are two parts to this RFP, Records Storage (Part A of this section) and Records Destruction (Part B of this section). Vendors need not bid on both sections to be considered for either.**

### **A. Professional Records Storage Services (see Part A of the Proposal Form)**

General requirements for storage services include, but are not limited to, the following:

1. **Storage:** Storage of the type and quantity of records as described above.
  - a. Security and fire detection methods must meet or exceed recommended standards such as NFPA 232, "Standard for Protection of Records" as outlined in ARMA's Standard Program's Vital Records Guidelines, ARMA's Standard Board's "Record Center Operations", or Federal Code of Regulations, 36 CFR 1234 Part B.
2. **Delivery and Returns:** Daily delivery and pick-up of records at multiple locations throughout the City, primarily within the city limits of Tacoma, on request. The City reserves the right to request the retrieval and delivery of records on an as-needed basis.
  - a. Delivery and Pickup Locations:

Facility	Physical Address	Number of Floors / Delivery Locations
Tacoma Municipal Building	747 Market St, Tacoma, WA	Multiple (15 floors)
Tacoma Municipal Building North	733 Market St, Tacoma, WA	3 Offices (5 Floors)
Center for Urban Waters	326 East 'D' St, Tacoma, WA	1 Office
Central Treatment Plant	2201 Portland Ave, Tacoma, WA	1 Office
Convention Center	1500 Commerce St, Tacoma, WA	1 Office
County-City Building	930 Tacoma Ave S, Tacoma, WA	2 Offices (8 Floors)
Fleet Operations	3639 South Pine St, Tacoma, WA	1 Office
Tacoma Fire	901 Fawcett Ave, Tacoma, WA	1 Office
Tacoma Police	3701 S Pine St, Tacoma, WA	1 Office
Tacoma Public Library	1102 Tacoma Av S, Tacoma, WA	1 Office
Transfer Center	3510 South Mullen St, Tacoma, WA	1 Office
Tacoma Public Utilities Administrative Campus	3628 South 35 <sup>th</sup> St, Tacoma, WA	7 buildings;

Facility	Physical Address	Number of Floors / Delivery Locations
		ABN (4 floors); ABS (4 floors); Warehouse (1 floor); Transformer Shop (1 floor); SW Annex (1 floor); Energy Control Center (pickup outside); Fleet Garage (3 floors)
Tacoma Rail	2601 Frontage Rd (SR 509 N), Tacoma, WA	1 Office
*Tacoma Water Headworks	36932 Green River Headworks Rd Ravensdale, WA 98051	1 Office
*Tacoma Power – Cowlitz	253 Hydro Lane, Silver Creek, WA 98585	<i>Remote sites; infrequent service.</i>
*Tacoma Power – Cushman	21451 N US Hwy 101, Shelton, 98584	
*Tacoma Power – Nisqually	46502 State Route 7 East, Eatonville, WA 98328	

b. Delivery Service Levels / Frequency:

- i. **STANDARD DELIVERY:** Regularly scheduled pick-ups, deliveries and returns must be accomplished the next business day by 5:00 p.m. when order is placed by 3:00 p.m., Monday through Friday. Records must be returned to storage in a similar time frame. This type of request occurs almost daily.
  - ii. **PRIORITY DELIVERY:** Regularly scheduled pick-ups, deliveries and returns must be accomplished with same-day service when order is placed by 11:00 a.m., with afternoon delivery. This type of request occurs occasionally.
  - iii. **EMERGENCY DELIVERY:** Emergency evening and weekend deliveries of records must be accomplished within four hours, 24 hours a day, seven days a week, as needed. This type of request occurs infrequently.
3. **Records Destruction:** When records reach their approved disposition date, Records Management staff will work with the vendor to arrange for review and confirmation of cartons to be either destroyed or permanently removed from off-site storage. The Respondent shall maintain safeguards and quality checks to

virtually eliminate the possibility of destroying records without proper authority and notification. The City reserves the right to witness the destruction process. The City reserves the right to destroy records itself.

4. **Activity/Inventory Reports:** The Respondent must provide detailed reporting capabilities, including all activity for new records transferred to storage, records requested and delivered, status of records (in, out, date returned, etc.), department information, documents destroyed, and any other data that may pertain to the movement of records.
5. **Staging Area:** A dedicated area at the storage facility for City staff to review and research records, with a copier available at the facility for use by City staff.
6. The City's strong preference is that there be no "permanent removal charge" or fees associated with a box or file removed and not returned to storage (ie. The City will notify the Firm of its intent to permanently remove a file or box by email request or changing status of the box/file through the interface to the Firm's inventory tracking system, and the Firm will remove that file or box from the City's inventory at no charge).
7. In the event the successful Respondent is not the current contractor, the Respondent must safely transfer all City materials stored at current storage facilities to the Respondent's storage facility. The cost of relocation and initial set-up must be borne by the Respondent. The completed transfer date of records into the new facility will be by mutual agreement, but in any event, no sooner than 60 days from award of contract.
8. In the event the storage facility goes out of business, or moves its facility to a location too remote to meet the other requirements of this proposal, the Contractor will assume all costs of relocating all materials stored by the City to another facility that meets the requirements of the City.
9. In the event the Contractor finds it necessary to transfer the City's records to another location, the Contractor must obtain authorization from the City prior to relocating any City records, except in the event of an emergency.
10. At the end of the contract (including termination before the full-term), the Firm must allow the City or its designee to remove all City records at no additional costs to the City. The Firm shall allow the City up to ninety (90) days to complete the relocation process.

**B. On-Site Secure Destruction / Shred Bin Services (See Part C of the Proposal Form)**

1. The Contractor(s) must be able to provide on-site secure shredding service to facilities located throughout the City of Tacoma and service areas listed below,

including providing and emptying secure destruction bins/consoles, destroying records cartons in bulk on an as-needed basis, providing secure destruction of mixed media (microfilm, electronic media, CDs, tapes, USB drives, etc.), and providing usage reports for all activity and destruction certificates.

2. The Contractor(s) will provide pickup and destruction services according to a documented, mutually agreed upon schedule. Any deviation from that schedule will be communicated at least one business day in advance by the party requiring the change, with the exception of unforeseen delays due to weather or other regional events. The City reserves the right to request destruction services on an as-needed basis.
3. The City currently has on-site secure destruction bins or consoles in various locations, as listed below. Secure destruction service records must be separated by department, room number, and/or cost center for billing purposes.

<b>Facility</b>	<b>Physical Address</b>	<b>Number &amp; Size of Bins</b>	<b>Frequency of Service</b>
Tacoma Municipal Building	747 Market St, Tacoma, WA	11 x 95-gallon bins 5 x 65-gallon bins 4 x 35-gallon bins	Varies (Monthly or Every other Month)
Tacoma Municipal Building North	733 Market St, Tacoma, WA	1 x 35-gallon bin 1 x 95-gallon bin	Monthly or Every other Month
Central Treatment Plant	2201 Portland Ave, Tacoma, WA	1 x 95-gallon bin	Every other Month
County-City Building	930 Tacoma Ave S, Tacoma, WA	2 x 95-gallon bin 5 x 65-gallon bin	Weekly or Monthly
Fleet Operations	3639 South Pine St, Tacoma, WA	1 x 65-gallon bin	Every other Month
Transfer Center	3510 South Mullen St, Tacoma, WA	2 x 65-gallon bins	Every other Month
Tacoma Public Utilities (Main Campus)	3628 South 35 <sup>th</sup> St, Tacoma, WA	12 x 35-gallon bin 23 x 65-gallon bin 4 x 95-gallon bin 1 x 35 gallon bin (mixed media)	Monthly (Customer Service 2 x per month)
Tacoma Water Distribution Building	3506 S 25 <sup>th</sup> St, Tacoma, WA	1 x 65-gallon bin	Monthly
Tacoma Rail	2601 Frontage Rd (SR 509 N), Tacoma, WA	1 x 35-gallon bin	Monthly
*Tacoma Water Headworks	36932 Green River Headworks Rd Ravensdale, WA 98051		Infrequent

Facility	Physical Address	Number & Size of Bins	Frequency of Service
*Tacoma Power – Cowlitz	253 Hydro Lane, Silver Creek, WA 98585		Infrequent
*Tacoma Power – Cushman	21451 N US Hwy 101, Shelton, 98584		Infrequent
*Tacoma Power – Nisqually	46502 State Route 7 East, Eatonville, WA 98328		Infrequent

### **C. Security Requirements / Employee Background Checks**

1. The contractor(s) is expected to provide the City the fingerprints of any employee, agent, or contractor who has or seeks to have access to secured areas of City facilities.
  - a. Persons will be denied access to the restricted areas if their background presents an unacceptable risk as shown through criminal history, including non-conviction data.
2. Additional security clearances, background checks, or procedures may be required for specific locations and records, including, but not limited to:
  - a. Criminal Justice Information (CJI): Vendors with access to physically secure locations or controlled areas during CJI processing (i.e., Municipal Court) shall be subject to a state and national fingerprint-based background check unless these individuals are escorted by authorized court personnel at all times. In addition, CJIS training certificates may be requested.
  - b. Critical Infrastructure Protection (CIP): Vendors will be required to sign a corporate non-disclosure agreement before they can be granted access to protected CIP assets/information.
3. The City may consider selecting multiple contractors to provide service for high security areas or satellite locations.

### **2.04 Insurance**

- A.** Contractor shall provide, and keep current, for the life of the Contract, a certificate of insurance per the attached requirements. (Appendix C)
- B.** Respondents are encouraged to furnish requirements to their surety for review prior to bidding.
- C.** Failure by City to identify a deficiency in the insurance documentation provided by Contractor, or failure of City to demand verification of coverage or compliance by contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

## **2.05 Confidentiality**

Additional security clearances, background checks, or procedures may be required for specific locations and records, per 2.03.C, Security.

See proposal forms for additional requirements.

## **Section 3 SUBMITTAL FORMAT, CONTENT, EVALUATION, AWARD**

### **3.01 Format and Presentation**

- A.** The inclusion of standard company brochures or similar marketing materials is strongly discouraged and will not be evaluated and may not be used in lieu of providing responses to Section 3.02 Content to be Submitted immediately below.
- B.** A full and complete response to each of the “content to be submitted” items (Section 3.02) is expected in a single location; do not use hyperlinks to other documents or cross reference to another section of your submittal document in lieu of a full response.
- C.** Required format:
  - 1. Page size: 8.5” x 11” (no pages larger or smaller than this size)
  - 2. Margins: 0.75” or greater
  - 3. Font and size: Arial 10 (or equivalent) or larger
  - 4. Numbered pages: Please number all pages in your submittal documents
- D.** Color is acceptable, but content should not be lost by black-and-white printing or copying.
- E.** Submittal organization, completeness, structure, and readability will be evaluated. (See Section 3.03)

### **3.02 Content to be Submitted**

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

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

#### **A. Title Page**

- 1. RFP number and title

2. Firm name, address, website address, telephone number, and email address
3. Name, title, email address, and telephone number of the person to contact with questions or issues regarding your proposal/submittal.
4. NOTE: Notifications regarding award will be sent to the email address provided on the Signature Page.

## **B. Table of Contents**

## **C. Confidential or Proprietary Information**

1. Information that is confidential or proprietary must be clearly marked on each affected page.
2. Further, an index must be provided indicating the affected page number(s) and location(s) of all such identified material. Information not included in said index will not be reviewed for confidentiality or as proprietary before release. See item 1.06 of the Standard Terms and Conditions.
3. Marking the entire submittal as “confidential” or “proprietary” or “trade secret” is not acceptable and is grounds to reject such submittal.

## **D. City of Tacoma Forms (Appendix A)**

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

## **E. Executive Summary**

1. Introduction and overview of your submittal/proposal.
2. A description and explanation of your underlying philosophy in fulfilling this scope of work.
3. A short history and description of your firm, including organizational structure, areas/regions served, number of employees, number of years in business under current and previous names, including DBAs (doing business as), etc.
4. Background information of the parent company, if any.
5. Presence, if any, in Puget Sound/Pacific Northwest region.
6. Name, title, email address, and telephone number of the person authorized to execute a contract on behalf of Respondent.

7. Name, title, email address, and telephone number of the person who will be managing this Contract on behalf of Respondent.
8. Disclose any affiliations or alliances that are in place with utility companies, software organizations, or other related firms.
9. List any current or known forthcoming business ventures or related transactions such as proposed sale of company, buy-outs, acquisitions, mergers, new investors, etc., that may impact the business partner relationship with the City of Tacoma.
10. Disclose involvement in any business litigation in the past five years, including whether your firm has, for legal reasons, been removed from a contract or failed to complete a contract as assigned.
11. Provide a statement regarding your firm's financial fitness for successfully completing this work. Disclose any past, planned, or anticipated bankruptcy filings or proceedings.
12. Disclose any intention to utilize subcontractors to perform this work, and if so, provide similar information as listed above for identified subcontractors. Include any certified City of Tacoma Small Business Enterprise and/or minority/woman owned firm certified with the Washington State Office of Minority and Women's Business Enterprises.

**F. Qualification/Experience of Firm**

1. How long has your firm been providing:
  - a. Off-Site Records Storage
  - b. Records Destruction and Shredding
2. Describe your firm's background, qualifications, and relevant experience as related to this Scope of work. Include work that involves public agencies.
3. Provide additional information that will enable the City to evaluate the capabilities, track record, and financial stability of your firm.

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

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

1. List key personnel that will manage and work this project including the relevant background and experience of each staff member you propose to assign to this project.

- a. Include a brief biography or resume outlining the experience of each person that will be involved in this Contract.
- b. Indicate the role(s) each individual will be assigned and the relative amounts of time that will be allocated. For example, clearly identify those that will be directly involved in managing the work vs those who would act as a support resource.

## **H. Technical Assistance**

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

## **I. 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.

1. 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.

*Evaluation Criteria: Respondent provides details and copies of reports, policies, or plans related to their sustainable business practices.*

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

*Evaluation Criteria: Respondent provides details of how they will mitigate industry environmental impacts in the delivery of services.*

## **J. References**

Provide three or more recent client references able to verify your firm's overall expertise for this scope of work. Include public agencies, electric utilities, as applicable. The clients should have worked with your firm within the last five years. For each reference provide the following information:

1. Company name and description of primary business
2. Website address, if applicable
3. Contact person(s) and title
4. Address
5. Phone number
6. Email address

7. Project description or description of services provided
8. Dates of Service

#### **K. Equity in Contracting**

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

#### **L. EPayables Acceptance – Credit Card Acceptance – EFT/ACH Acceptance**

1. EPayables (Payment Plus)

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

2. Credit Card Acceptance

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

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

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

#### **M. Exceptions**

1. Detail exceptions to RFP content by section number and elaborate on proposed resolution(s) to any technical, functional, cost, or other issues. If there are deviations from the published Scope of Work (See Section 2), clearly identify or otherwise highlight the substitution.
2. Detail proposed exceptions, if any, to City of Tacoma Standard Terms and Conditions (Appendix C).

3. Detail proposed alternate forms of contract or exceptions, if any, to the City of Tacoma Contract (Appendix B).
4. The City reserves the right to accept, reject, and/or negotiate any proposed change(s) to the scope, terms and conditions, or other provisions of this RFP.

### **3.03 Evaluation Criteria**

- A.** A Selection Advisory Committee (SAC) will review and evaluate the submittals. Additionally, the SAC may conduct interviews of, or request presentations-demonstrations by, selected or short-listed Respondents before final selection is made. (See Section 3.04)
- 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 City may award to other than the highest ranked submittal or Respondent if the price submitted is more than generally accepted industry standards or the budget available for this project. Also, note that the inclusion of fees and charges as an evaluation factor or a request for hourly rates does not require the City to select the Respondent submitting the lowest cost.
- D.** The City reserves the right to visit facilities of selected Respondents for the purpose of evaluation. The City reserves the right inspect the facilities of selected Respondents where work under this Contract will be performed.
- E.** Respondents may be asked to provide their most recent audited financial statements demonstrating Respondent's financial ability to meet the requirements of any Contract that may result from this RFP.
- F.** An incomplete response or no response may result in a score of zero for that criterion.
- G.** A serious deficiency in any one criterion, including excessive cost or costs over the budgeted amount, may be grounds for rejection.
- H.** The final selection will be that submittal or Respondent, which, after review and potential on-site visits, interviews/presentations/demonstrations, reference checks, and best and final offers (BAFO), if requested, in the sole judgment of the City, best meets the requirements set forth in this RFP.
- I.** Core Functionality and Desired Functionality will be scored together, as a whole, rather than as separate sections.
- J.** Submittals will be evaluated using the following criteria:

	Criteria	Points
<b>A</b>	<b>Qualifications/Experience of Firm and Key Personnel</b> and the means to assure the continuity of those individuals throughout the Contract term	30
<b>B</b>	<b>Technical Assistance / Reporting Capabilities</b>	25
<b>C</b>	<b>Fees and Charges</b>	30
<b>D</b>	<b>Equity in Contracting</b> <ul style="list-style-type: none"> <li>a) Respondent is a certified state of <a href="#">Washington Minority and Women's Business Enterprise</a>.</li> <li>b) Respondent is partnering with a certified state of <a href="#">Washington Minority and Women's Business Enterprise</a>.</li> </ul>	5
<b>E</b>	<b>Sustainability Efforts</b>	5
<b>F</b>	<b>Submittal Quality, Organization, Completeness</b> <ul style="list-style-type: none"> <li>a) Presentation of information is logical and clear</li> <li>b) Completeness of proposal content</li> <li>c) Adherence to format and layout requirements</li> <li>d) Compliance with Specifications</li> </ul>	5

#### 3.04 Interviews / Oral Presentations / Demonstrations

- A.** An invitation to interview, present, or provide a demonstration, either in person at a City facility or by conference call or video conference (Skype or similar application), may be extended to selected or short-listed Respondents based on Selection Advisory Committee review of the written submittals.
- B.** If held, it is anticipated that interviews/presentations/demonstrations would be approximately two hours in length and be evaluated in a manner similar to the submittal. Instructions will be provided to selected Respondents.
- C.** All information, whether oral or written or otherwise, provided by Respondent in interviews/presentations/demonstrations may be incorporated into any resulting contract.
- D.** Interviews/presentations/demonstrations may be filmed and recorded, and incorporated into any resulting contract.
- E.** The SAC reserves the right to adjust scoring based on additional information and/or clarifications obtained during, or resulting from, interviews, presentations, demonstrations, or references. The SAC may determine scoring criteria for the interviews following evaluation of written submittals, including the option to rank (1, 2, 3, etc.) rather than score.

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

### **3.05      Award**

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

## **Appendix A**

Signature Page

Proposal Form

## SIGNATURE PAGE

### CITY OF TACOMA CITYWIDE

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

#### REQUEST FOR PROPOSALS SPECIFICATION NO. CT21-0027F Records Storage and Destruction

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.***

## PROPOSAL FORM

### PART A – VENDOR PROFILE

Organization Information	
Name of organization:	
Street address:	
City:	
State:	
Zip code:	
Phone:	
FAX:	
Contact name:	
Contact phone:	
Contact e-mail:	
Alternate contact name:	
Alternate contact phone:	
Alternate contact e-mail:	

Service Offerings		
<b>Please indicate the services your company is proposing. See Section 2.03, Scope of Work.</b>		
Professional Records Storage	<input type="checkbox"/> Yes	<input type="checkbox"/> No
On-Site Secure Destruction / Shred Bin Services	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Section A.1 - General Information			
1.1	Is your company capable of providing service for various locations throughout the City of Tacoma and service areas listed in the Scope of Work?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.2	In addition to requested services as defined in the Scope of Work, what services does your organization provide?	Attach details referencing this section.	
1.3	Describe your quality assurance processes.	Attach details referencing this section.	
1.4	Describe your security policies and procedures.	Attach details referencing this section.	
1.5	What is the ownership structure of your company (e.g., family-owned, sole proprietorship, partnership, equity investor, corporation, or other)? Attach an organization chart and/or executive summary.		
1.6	Please identify any subcontracted services.	Attach details referencing this section.	

1.7	Does your company provide services for other government agencies?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.8	Provide at least three current references, including customers from government agencies, if available. Explain how long each company has been a customer.	Attach details referencing this section.	
1.8	What distinguishes your company from your competitors?	Attach an explanation referencing this section.	
<b>Section A.2 – Miscellaneous</b>			
2.1	Will the City's data be stored/held outside the United States?	Attach details referencing this section.	
2.2	What is your policy for maintaining information on clients and clients' records index data that is no longer in service?	Attach details referencing this section.	
2.3	Does your company agree to obtain written permission before mentioning the City of Tacoma or Tacoma Public Utilities in marketing materials or discussions?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## PART B – OFFSITE STORAGE SPECIFICATIONS

Section B.1 – Off-site Storage Facilities, Vehicles, and Security			
1.1	At what physical location(s) will the City's records be stored? <i>Identify if each facility is multi-tenant or stand-alone; if multi-tenant, which business occupy adjoining buildings?</i>	List street address(es).	
1.2	Does the facility meet or exceed the security, fire detection, and environmental control methods recommended standards such as NFPA 232, "Standard for Protection of Records" as outlined in ARMA's Standard Program's Vital Records Guidelines, ARMA's Standard Board's "Record Center Operations", or Federal Code of Regulations, 36 CFR 1234 Part B?  <i>Discrepancies and deficiencies must be noted in an attached vendor response, referencing this section.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.3	Is the facility in a 500-year (or fewer years) flood plain? <i>If yes, attach details referencing this section.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.4	Is the facility owned or leased by your company?	<input type="checkbox"/> Owned	<input type="checkbox"/> Leased
1.5	List all addresses from which your vehicles will be dispatched to provide service to the City.	Attach details referencing this section.	
1.7	Are items scanned by the driver at the point of delivery / pickup?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.8	Do all work orders (phone, email, or web) require a name and login or pass code prior to entry?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, is it departmental-specific?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.9	Are records tracked at all times from pick up to delivery? <i>If no, attach an explanation of how records chain of custody is tracked, referencing this section.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.10	Are items tracked and retrievable while held in processing area prior to placement in facility?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.11	List any applicable certifications held by your company, such as NAID.	Attach details referencing this section.	
1.12	Describe security policies and procedures for your offsite storage facilities and services (storage, pickup, delivery, dock access, etc.).	Attach details referencing this section.	
Section B.2 – Invoicing and Billing			
2.1	Are all individual line items summarized, with cross references to work order/job number on the invoice?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.2	Is a single invoice for all services for multiple locations, broken down by department, available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.3	Attach examples of available invoice configurations.	Attach details referencing this section.	
2.4	Are separate invoices available by department, groups of departments, business units, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.5	Is there a schedule for price increases? What is the average percent increase? What is the maximum percent increase?	Attach details referencing this section.	
2.6	Are invoices available online?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

2.7	Are summaries of work orders, service requests, and/or job orders available online?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Section B.3 – Technology Services</b>			
3.1	Does your company's facility use a barcode system that assigns unique numbers?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.2	Can your company accommodate customer-assigned bar codes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.3	Will your company supply barcode labels? <i>Include any costs for barcode labels in the Fees table, below.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.4	What records management software system and version is in use?		
3.5	Does your software have plug-ins to Microsoft SharePoint, RecordPoint, or other platforms?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.6	Are there any plans for future changes or upgrades to the software system used over the next 5 years?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, describe.	Attach details referencing this section.	
3.7	Is a daily backup of the inventory database stored offsite?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.8	Are indexing and data entry services available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Online Services / Portal</b>			
3.9	Does your company provide remote access to services through the Internet / online portal?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.10	Can individual user access be restricted by function and department (i.e., inventory search, item status, create delivery or pickup work order, add/edit item, create destruction work order)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.11	Are the following reports available through the online portal?		
	Complete customer inventory?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Inventory filters by account, department, activity, status, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	List of items in circulation, including requestor name, department or division, and last activity date?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Proof listing of data entry for new adds or requested changes?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	List of items scheduled for destruction review?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Certificate of Destruction, including all descriptive fields?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Permanent withdrawals, including all descriptive fields?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.12	Are custom reports available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

3.13	Are the following features available through the online portal?		
	Data entry/edits of individual item information?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Bulk upload / data import to the database by City staff (to add or update multiple items at once)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Retrieval requests (requesting items from storage)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Refile requests (sending items back to storage)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Destruction requests?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Permanent withdrawal requests?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Supply order requests (to order labels or cartons)?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	"Keyword" searches?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Full text searching of all text-based fields?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Retention schedule management / retention scheduling?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	"Holds" or "Flags" to prevent items from being added to a destruction work order until the flag is removed by an authorized user, such as "Permanent", "Vital", "Archival", or "Legal Hold".	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Account Updates (department codes, delivery locations, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	Online user management (adding/removing online users, setting permissions, etc.)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.14	Please describe the process / backup options when online features are unavailable, including impacts to service delivery times.	Attach details and/or an example system view.	
3.15	Provide sample or list of all standard fields/columns in the inventory database (i.e., barcode, department, records management fields (to/from date, destroy date, etc.), etc.).	Attach details and/or an example system view.	
3.16	Are client-defined or custom fields available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.17	What other online services, reporting functionality, and configurations are available? How is your company using technology to enhance or advance services to your customers?	Attach details referencing this section.	
<b>Section B.4 – Storage, Delivery, and Pickup</b>			
4.1	Do you provide a dedicated area at the storage facility for City staff to review and research records, with a copier available at the facility for use by City staff?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.2	Is there a maximum number of items per week that can be retrieved or picked up?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.3	How many standard cartons can be packed and delivered in one standard-delivery vehicle?		
4.4	Are storage fees charged for items in circulation (not in storage) until they are returned?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.5	Once items are authorized for destruction, when do storage charges for the records cease?	Attach details referencing this section.	

4.6	Is there an extra stop charge for multiple delivery locations in the same building? <i>Include fees in the Cost Proposal Table.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.7	Is there a second transportation charge, when another vehicle is required if the first truck is full? <i>Include fees in the Cost Proposal Table.</i>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Section B.5 – Destruction of Offsite Records</b>			
5.1	Does your company perform in-house destruction services? (i.e., destruction/recycling is not outsourced)	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If not, does your company contract with a third-party vendor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	Are paper and non-paper records shredded into the same receptacle?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.3	Are both recycling and confidential destruction services available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.4	Is pulling an item for destruction considered a 'permanent withdrawal'?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.5	Describe the safeguards and quality checks in place to virtually eliminate the possibility of destroying records without proper authority and notification.	Attach details referencing this section.	
<b>Section B.6 – Contract Termination</b>			
6.1	Are there a maximum number of items per week that can be retrieved for termination?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, what is the rate per week?		
6.2	Explain any other termination-related costs not listed in the Cost Proposal Table.	Attach details referencing this section.	

**Section B.7 – Cost Proposal Table (Professional Records Storage Fees)***Provide prices for year 1 of the initial contract term*

<b>Activity</b>	<b>Per Unit</b> <i>(ex. Per carton, item, cu ft, or trip)</i>	<b>Proposed Cost</b>	<b>Comments</b>
<b>Record Center Storage</b>	-	-	
Letter / Legal (10H X 12W X 15L)			
Letter Bankers Box (10H x 12W x 24L)			
Legal Bankers Box (10H x 15W x 24L)			
Map/Plan Boxes			
<b>Record Center Services</b>	-	-	
Add New Container			
Add New File (Interfile)			
Retrieve Container			
Retrieve Container - Expedited			
Retrieve Container for Destruction			
Refile Container			
Retrieve File			
Retrieve File - Expedited			
Refile File			
File Not Found			
Permanently Remove Container			
Permanently Remove File			
Destroy Container			
Destroy File			
Destruction Notification Reports			
Destruction Certificate			
<b>Delivery and Transportation</b>	-	-	
Transportation Handling – Carton			
Transportation Handling – File			
Standard (Next Day) Delivery/Pickup			
Same Day Delivery/Pickup			
Rush Delivery/Pickup			
Emergency Delivery/Pickup			
Fuel Surcharge	<i>None</i>	<i>None</i>	<i>Not allowed (See 1.06.C).</i>
<b>Supplies</b>	-	-	
Carton Barcode Labels			
Carton – Letter/Legal (10" x 12" x 15")			
Carton – Plans/Drawings (8" x 8" x 40")			
Other (list all standard costs)			

Activity	Per Unit (ex. Per carton, item, cu ft, or trip)	Proposed Cost	Comments
<b>Administrative Costs</b>	-	-	
Online Database / Web Service Portal			
Reports (Activity, Destruction, etc.)			
<b>System Data Entry</b>	-	-	
Data Entry / Data Import <u>by Vendor</u>			
File Folder Level Indexing by Vendor			
<b>Miscellaneous Services</b>	-	-	
Scan on Demand			
Repacking of Damaged Container			
File Tracking			
Invalid Request			
Cancelled Request			
Dock Access – City pickup			
Wait Time			
Minimum Work Order Charge			
Labor			
Phone/Email Reference (Order Entry Fee)			
Private Vault Fees			
Account Termination – Permanent Removal			
Account Termination – Dock Access			
<b>ADDITIONAL SERVICES</b> As Needed Services in addition to above. Please describe each line			

## PART C – On-Site Secure Document Destruction / Shred Bins

<b>Section C.1 - Secure Destruction/Shredding Facility, Fleet, and Safety</b>			
<i>Provide prices for year 1 of the initial contract term.</i>			
1.1	Does your company provide secure destruction bins and mobile shredding / onsite destruction of records?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.2	Can your company provide service to all on-site shred bin locations listed in the Background section of this RFP?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.3	List any applicable certifications held by your company, such as NAID.	Attach details referencing this section.	
1.4	Do all work orders (phone, email, or web) require a name and matching pass code prior to entry?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.5	Can you provide an auditable chain of custody for all documents / materials that have been in your charge for the purpose of destruction?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
1.6	Describe or attach details regarding the shred vehicle fleet and safety procedures.	Attach details referencing this section.	
<b>Section C.2 – Invoicing and Billing</b>			
2.1	Are all individual line items summarized, with cross references to work order/job number on the invoice?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.2	Is a single invoice for all services for multiple locations, broken down by department, available?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.3	Attach examples of available invoice configurations.	Attach details referencing this section.	
2.4	Are separate invoices available by department, groups of departments, business units, etc.?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.5	Is there a schedule for price increases? What is the average percent increase? What is the maximum percent increase?	Attach details referencing this section.	
2.6	Are invoices available online?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
2.7	Are work orders, service requests, and/or job order summaries available online?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
<b>Section C.3 – Destruction Services</b>			
3.1	Describe the destruction services and options you provide. (I.e., on-site, off-site, continuous or cross-cut shredding, secure recycling, confidential destruction, non-paper destruction, etc.)	Attach details referencing this section.	
3.2	What regular service schedules are available for on-site shred bins? List all that apply: <i>Weekly, Every Other Week, Monthly, Quarterly, As-Needed (On Call)</i>		
3.3	Can services requests be made outside of a regular service schedule?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
3.4	Does your company restrict service schedules by bin type, service location, or any other factor?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, describe.	Attach details referencing this section.	

3.5	Does your company offer destruction of records where they are transported to an offsite facility?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
	If yes, where is the facility located?		
3.6	How are Certificates of Destruction provided / requested?		
3.7	What is the notification / delivery timeline for a new secure destruction bin at an <u>existing</u> service location?		
3.8	What is the notification / delivery timeline for a new secure destruction bin at a <u>new</u> service location?		
3.9	The City will consider a number of destruction bin sizes and styles. Provide details on the options your company offers, including bin sizes and photos if available.	Attach details referencing this section.	
3.10	Provide a list of allowable and non-allowable items in secure destruction bins.	Attach details referencing this section.	
<b>Section C.4 – Technology (Reports/Online Portal)</b>			
4.1	Does your company provide remote access to services through the Internet / online portal?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
4.2	What services and reporting functionality are available?	Attach details referencing this section.	
4.3	Provide information regarding how your company is using technology to enhance or advance services to your customers.	Attach details referencing this section.	

**Section C.5 – Cost Proposal Table (Secure Destruction/Shredding Fees)**

List the charges for the following services related to secure destruction bins. If charge is not applicable, enter none. If charge is dependent upon the bin options or delivery schedule selected by the City, add lines or attach details referencing each section, as necessary.

Activity	Per Unit (i.e., Per Bin, Visit, Carton)	Proposed Cost	Comments
Monthly / Flat / Administrative Fee			
Bin delivery (new bin)			
Bin pickup (remove bin from service)			
Scheduled Bin Service* <i>Note any pricing differences between 'staged' and 'un-staged' services.</i>			
Charge for multiple service locations / offices in the same building or facility			
Fuel Surcharge			
Unscheduled / On-Call Bin Service			
Bulk Purging (On/Off-Site)			
Media Destruction – On-Site			
Media Destruction – Off-Site			
Hard Drive Destruction			
Destruction Certificate			
Account Termination costs/fees			
ADDITIONAL SERVICES <i>As Needed Services in addition to above. Please describe each line.</i>			

## **Appendix B**

### Sample Contract

# CONTRACT

Resolution No.  
Contract No.

This Contract is made and entered into effective this \_\_\_\_\_ day of ,20\_\_\_\_, (“Effective Date”) by and between the City of Tacoma, a Municipal Corporation of the State of Washington (“City”), and legal name of Supplier including type of business entity (“Contractor”).

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

- I. Contractor shall fully execute and diligently and completely perform all work and provide all services and deliverables described herein and in the items listed below each of which are fully incorporated herein and which collectively are referred to as “Contract Documents”:

- 
1. Specification No. Enter Spec Number and Enter Spec Title together with all authorized addenda.
  2. Contractor’s submittal (or specifically described portions thereof) dated Enter Submittal Date submitted in response to Specification No. Enter Spec Number and Enter Spec Title.
  3. Describe with specific detail and list separately any other documents that will make up the contract (fee schedule, work schedule, authorized personnel, etc.) or any other additional items mutually intended to be binding upon the parties.
- 

Delete this highlighted sentence, paragraph II and sub-bullets #1 and #2 if there are no additional attachments to the contract (attachments would be things other than a specific, contract, or bonds).

- II. In the event of a conflict or inconsistency between the terms and conditions contained in this document entitled Contract and any terms and conditions contained the above referenced Contract Documents the following order of precedence applies with the first listed item being the most controlling and the last listed item the least controlling:
1. Contract
  2. List remaining Contract Documents in applicable controlling order.
- III. The Contract terminates on xxxxx. {May remove if not applicable}
- IV. The total price to be paid by City for Contracts full and complete performance hereunder may not exceed:  
\$ \_\_\_\_\_, plus any applicable taxes.
- V. Contractor agrees to accept as full payment hereunder the amounts specified herein and in Contract Documents, and the City agrees to make payments at the times and in the manner and upon the terms and conditions specified. Except as may be otherwise provided herein or in Contract Documents Contractor shall provide and bear the expense of all equipment, work and labor of any sort whatsoever that may be required for the transfer of materials and for constructing and completing the work and providing the services and deliverables required by this Contract.
- VI. The City’s preferred method of payment is by ePayables (Payment Plus), followed by credit card (aka procurement card), then Electronic Funds Transfer (EFT) by Automated Clearing House (ACH), then check or other cash equivalent. CONTRACTOR may be required to have the capability of accepting the City’s ePayables or credit card methods of payment. The City of Tacoma will not accept price changes or pay additional fees when ePayables (Payment Plus) or credit card is used. The City, in its sole discretion, will determine the method of payment for this Contract.
- VII. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor’s obligation to maintain such insurance.
- VIII. Contractor acknowledges, and by signing this Contract agrees, that the Indemnification provisions set forth in the controlling Contract Documents, including the Industrial Insurance immunity waiver (if applicable), are totally and fully part of this Contract and, within the context of the competitive bidding laws, have been mutually negotiated by the Parties hereto.

- IX. Contractor and for its heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the requirements contained herein and in Contract Documents.
- X. It is further provided that no liability shall attach to City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF, the Parties hereto have accepted and executed, as of the Effective Date stated above, which shall be Effective Date for bonding purposes as applicable.

CITY OF TACOMA:

CONTRACTOR:

By:

By:

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

Director of Finance: \_\_\_\_\_

City Attorney (approved as to form): \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

Approved By: \_\_\_\_\_

## **Appendix C**

Insurance Requirements  
Standard Terms and Conditions

## City of Tacoma Insurance Requirement

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

### 1. GENERAL REQUIREMENTS

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

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

## City of Tacoma Insurance Requirement

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

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

## City of Tacoma Insurance Requirement

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

## 2. CONTRACTOR

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

## 3. SUBCONTRACTORS

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

## 4. REQUIRED INSURANCE AND LIMITS

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

### 4.1 Commercial General Liability Insurance

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

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

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

### 4.2 Commercial (Business) Automobile Liability Insurance

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

## City of Tacoma Insurance Requirement

Commercial Automobile Liability Insurance shall be written using ISO form CA 00 01 or equivalent. Contractor must also maintain an MCS 90 endorsement or equivalent and a CA 99 48 endorsement or equivalent if "Pollutants" are to be transported.

### 4.3 Workers' Compensation

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

### 4.4 Employers' Liability Insurance

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

### 4.5 Professional Liability Insurance or Errors and Omissions

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

If the policy limit includes the payment of claims or defense costs, from the policy limit, the per claim limit shall be Two Million Dollars (\$2,000,000). If the scope of such design-related professional services includes work related to pollution conditions, the Professional Liability policy shall include Pollution Liability coverage. If provided on a "claims-made" basis, such coverage shall be maintained by policy renewals or an extended reporting period endorsement for not less than three years following the end of the Contract.

### 4.6 Excess or Umbrella Liability Insurance

Contractor shall provide Excess or Umbrella Liability Insurance with limits not less than Three Million Dollars (\$3,000,000) per occurrence and in the aggregate. This coverage shall apply, at a minimum, in excess of primary underlying Commercial General Liability, Employer's Liability, Pollution Liability, Marine General Liability, Protection and Indemnity, and Automobile Liability if required herein.

### 4.7 Cyber/Privacy and Security Insurance

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

### 4.8 Other Insurance

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

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

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

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

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

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

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

**1.01 SUPPLIER / CONTRACTOR**

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

**1.02 SUBMITTAL**

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

**1.03 FORMS OF SUBMITTAL**

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

**1.04 COSTS TO PREPARE SUBMITTAL**

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

**1.05 LICENSES/PERMITS**

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

## **1.06 PUBLIC DISCLOSURE: PROPRIETARY OR CONFIDENTIAL INFORMATION**

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

## **1.07 SUSTAINABILITY**

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

#### **1.08 ALTERATIONS NOT ALLOWED**

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

#### **1.09 CORRECTION OF AMBIGUITIES AND OBVIOUS ERRORS**

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

#### **1.10 WARRANTIES/GUARANTEE**

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

#### **1.11 PATENTS, TRADEMARKS AND COPYRIGHTS**

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

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

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

### **1.13 SUBMITTAL IS NON-COLLUSIVE**

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

### **1.14 PARTNERSHIPS**

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

### **1.15 WITHDRAWAL OF SUBMITTALS**

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

### **1.16 ACCEPTANCE OF SUBMITTALS**

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

### **1.17 RIGHT TO REJECT**

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

### **1.18 RESERVED RIGHTS**

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

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

#### **1.19 SUBMITTAL CLARIFICATION**

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

## **1.20 EVALUATION OF SUBMITTALS**

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

## **1.21 CONTRACT OBLIGATION**

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

## **1.22 AWARD**

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

### 1.23 SUPPLIER'S REFUSAL TO ENTER INTO CONTRACT

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

### 1.24 LEGAL HOLIDAYS

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

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

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

### 1.25 CONTRACT TERM

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

### 1.26 EXTENSION OF CONTRACT

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

### 1.27 TERMINATION AND SUSPENSION

A. Termination for Convenience

1. Supplies. The City may terminate a Contract for supplies 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. Services. The City may terminate a Contract for services at any time, with or without cause, by giving 10 business days written notice to Supplier. In the event of termination, all finished and unfinished work prepared by Supplier pursuant to the Contract shall be provided to the City. In the event City terminates the Contract due to the City's own reasons and without cause due to Supplier's actions or omissions, the City shall pay Supplier the amount due for actual work and services necessarily performed under the Contract up to the effective date of termination, not to exceed the total compensation set forth in the Contract.

B. Termination for Cause. The City may terminate a Contract for either services or supplies in the event of any material breach of any of the terms and conditions of the Contract if the Supplier's breach continues in effect after written notice of breach and 30 days to cure such breach and fails to cure such breach.

C. Suspension. For either services or supplies, the City may suspend a Contract, at its sole discretion, upon three business days' written notice to Supplier. Such notice shall indicate the anticipated period of suspension. Any reimbursement for expenses incurred due to the suspension shall be limited to Supplier's actual expenses and shall be subject to verification. Supplier shall resume performance of services under the Contract without delay when the suspension period ends.

D. Termination or suspension of a Contract by City shall not constitute a waiver of any claims or remaining rights the City may have against Supplier relative to performance under a Contract.

### **1.28 DEFAULT/BREACH**

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

### **1.29 SCOPE OF SERVICES/CONTRACT MODIFICATION**

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

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

### **1.30 FEDERAL, STATE, AND MUNICIPAL LAWS AND REGULATIONS**

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

### **1.31 PREVAILING WAGES**

- A. If federal, state, local, or any applicable law requires Supplier to pay prevailing wages in connection with a Contract, and Supplier is so notified by the City, then Supplier shall pay applicable prevailing wages.
- B. If applicable, a Schedule of Prevailing Wage Rates and/or the current prevailing wage determination made by the Secretary of Labor for the locality or localities where the Contract will be performed is attached and made of part of the Contract by this reference. If prevailing wages do apply to the Contract, Supplier and its subcontractors shall:
  - 1. Be bound by and perform all transactions regarding the Contract relating to prevailing wages and the usual fringe benefits in compliance with the provisions of Chapter 39.12 RCW, as amended, the Washington State Prevailing Wage Act and/or the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable, including the federal requirement to pay wages not less than once a week,
  - 2. Ensure that no worker, laborer or mechanic employed in the performance of any part of the Contract shall be paid less than the prevailing rate of wage specified on that Schedule and/or specified in a wage determination made by the Secretary of Labor (unless specifically preempted by federal law, the higher of the Washington state prevailing wage or federal Davis-Bacon rate of wage must be paid)and Additionally, in compliance with applicable federal law, contractors are required to pay wages not less than once a week.
  - 3. Immediately upon award of the Contract, contact the Department of Labor and Industries, Prevailing Wages section, Olympia, Washington and/or the federal Department of Labor, to obtain full information, forms and procedures relating to these matters. Per such procedures, a Statement of Intent to Pay Prevailing Wages and/or other or additional documentation required by applicable federal law, must be submitted by Contractor and its subcontractors to the City, in the manner requested by the City, prior to any payment by the City hereunder, and an Affidavit of Wages Paid and/or other or additional documentation required by federal law must be received or verified by the City prior to final Contract payment.

### **1.32 COPELAND ANTI-KICKBACK ACT**

For contracts subject to Davis Bacon Act the following clauses will be incorporated into the Contract:

1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

### **1.33 FEDERAL AID PROJECTS**

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

### **1.34 FEDERAL FINANCIAL ASSISTANCE**

If federal funds, including FEMA financial assistance to the City of Tacoma, will be used to fund, pay or reimburse all or a portion of the Contract, Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives and the following clauses will be incorporated into the Contract:

- A. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
1. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  3. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
  4. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
7. In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### B. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (B)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (B)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (B)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (B)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (B)(1) through (4) of this section.

C. CLEAN AIR ACT

1. Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

D. FEDERAL WATER POLLUTION CONTROL ACT

1. Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. DEBARMENT AND SUSPENSION

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the City. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

F. BYRD ANTI-LOBBYING AMENDMENT

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification with City. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the City.

2. If applicable, Contractor must sign and submit to the City the following certification:

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**  
**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, \_\_\_\_\_, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap.38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

\_\_\_\_\_  
Signature of Contractor's Authorized Official

\_\_\_\_\_  
Name and Title of Contractor's Authorized Official  
\_\_\_\_\_  
Date

## G. PROCUREMENT OF RECOVERED MATERIALS

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
  - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
  - b. Meeting contract performance requirements; or
  - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

### 1.35 CONTRACT PRICING

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

### **1.36 APPROVED EQUALS WHEN ALTERNATES ARE ALLOWED**

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

### **1.37 RISK OF LOSS, SHIPPING AND DELIVERY**

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

### **1.38 DELIVERY OF PRODUCTS AND PROVISION OF SERVICES – IDLING PROHIBITED**

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

### **1.39 PACKING SLIPS AND INVOICES**

- A. Each invoice shall show City of Tacoma purchase order number, release number if applicable, quantity, unit of measure, item description, unit price and extended price for each line if applicable, services and deliverables provided if applicable. Line totals shall be summed to give a grand total to which sales tax shall be added, if applicable.
  - 1. For transactions conducted in SAP Ariba, invoices shall be submitted through Ariba.
  - 2. For invoices paid by ACH or by check, unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to [accountspayable@cityoftacoma.org](mailto:accountspayable@cityoftacoma.org).
  - 3. For invoices paid by credit card, invoices shall also display the last name of the cardholder and last four digits (only) of the card number (e.g., Jones/6311). Unless stated otherwise, invoices shall be electronically submitted by email with corresponding PO number listed in the subject line to (do not combine different POs into one invoice or charge) to [pcardadmin@cityoftacoma.org](mailto:pcardadmin@cityoftacoma.org).

- B. Any terms, provisions or language in Supplier's invoice(s) that conflict with the terms of the Contract are superseded and shall not apply to the Contract unless expressly accepted in writing by the City.
- C. Packing slips and shipping notices shall be sent to the specific City Division or Department receiving the item(s) at the address stated in City's Solicitation or as otherwise stated in the Contract and include complete description of items, contents of items if crated or cased, quantity, shipping point, carrier, bill of lading number and City of Tacoma purchase order.
- D. Supplier shall package orders, preferably in environmental friendly packaging such as reduced packaging and recyclable packing materials.

#### **1.40 COOPERATIVE PURCHASING**

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

#### **1.41 TAXES**

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

#### **1.42 COMPENSATION**

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

#### 1.43 PAYMENT TERMS

- A. Payment shall be made through the City's ordinary payment process, and shall be considered timely if made within 30 days of receipt of a properly completed invoice. All payments shall be subject to adjustment for any amounts, upon audit or otherwise, determined to have been improperly invoiced. The City may withhold payment to Supplier for any services or deliverables not performed as required hereunder until such time as Supplier modifies such services or deliverables to the satisfaction of the City.
- B. Invoices will not be processed for payment, nor will the period of cash discount commence, until all invoiced items are received and satisfactory performance of the Contract has been attained. Upon CITY'S request, Supplier shall submit necessary and appropriate documentation, as determined by the CITY, for all invoiced services and deliverables. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.

#### 1.44 PAYMENT METHOD – EPAYABLES – CREDIT CARD ACCEPTANCE – EFT/ACH ACCEPTANCE

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

#### 1.45 NOTICES

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

#### **1.46 INDEPENDENT CONTRACTOR STATUS**

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

#### **1.47 NONDISCRIMINATION**

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

#### **1.48 REPORTS, RIGHT TO AUDIT, PERSONNEL**

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

#### **1.49 INSURANCE**

- A. During the course and performance of a Contract, Supplier will provide proof and maintain the insurance coverage in the amounts and in the manner specified in the City of Tacoma Insurance Requirements as is applicable to the services, products, and deliverables provided under the Contract. The City of Tacoma Insurance Requirements document, if issued, is fully incorporated into the Contract by reference.
- B. Failure by City to identify a deficiency in the insurance documentation provided by Contractor or failure of City to demand verification of coverage or compliance by Contractor with these insurance requirements shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

#### **1.50 INDEMNIFICATION – HOLD HARMLESS**

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

#### **1.51 CONFLICT OF INTEREST**

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

#### **1.52 CITY OWNERSHIP OF WORK/RIGHTS IN DATA/PUBLICATIONS**

- A. To the extent that Supplier creates any work subject to the protections of the Copyright Act (Title 17 U.S.C.) in its performance of a Contract, Supplier agrees to the following: The work has been specially ordered and commissioned by the City. Supplier agrees that the work is a "work made for hire" for copyright purposes, with all copyrights in the work owned by City. To the extent that the work does not qualify as a work made for hire under applicable law, and to the extent that the work includes material subject to copyright, Supplier hereby assigns to City, its successors and assigns, all right, title and interest in and to the work, including but not limited to, all copyrights, patent, trade secret and other proprietary rights, and all rights, title and interest in and to any inventions and designs embodied in the work or developed during the course of Supplier's creation of the work.
- B. Supplier shall be solely responsible for obtaining releases and/or licenses for the reproduction, distribution, creation of derivative works, performance, display, or other use of copyrighted materials. Should Supplier fail to obtain said releases and/or licenses, Supplier shall indemnify, defend, and hold harmless the City for any claim resulting there from.

#### **1.53 DUTY OF CONFIDENTIALITY**

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

#### **1.54 DISPUTE RESOLUTION**

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

#### **1.55 GOVERNING LAW AND VENUE**

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

#### **1.56 ASSIGNMENT**

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

#### **1.57 WAIVER**

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

#### **1.58 SEVERABILITY AND SURVIVAL**

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

#### **1.59 NO CITY LIABILITY**

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

#### **1.60 SIGNATURES**

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