



City of Tacoma, WA

**CITY OF TACOMA**  
**REQUEST FOR INFORMATION**  
**MANAGED PRINT SERVICES**  
**SPECIFICATION NO. IT20-0385F**



**City of Tacoma**  
**Information Technology**

**REQUEST FOR INFORMATION IT20-0385F**  
**Managed Print Services**

**Submittal Deadline:** 11:00 a.m., Pacific Time, Tuesday, February 9, 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

**Until further notice, public Bid Opening meetings have been cancelled.**

Submittals in response to a RFI will be recorded as received. As soon as possible 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:** The City of Tacoma (City) soliciting information on solutions that meet the City's needs for Managed Print Services and are available from vendors awarded under the State of Washington contract 06619.

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

**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.

## Table of Contents

SUBMITTAL CHECK LIST .....	5
1. INTRODUCTION .....	6
2. PURPOSE .....	6
3. CALENDAR OF EVENTS .....	6
4. INQUIRIES .....	6
5. DISCLAIMER.....	7
6. CONTRACT OBLIGATION .....	7
7. QUALIFYING REQUIREMENTS.....	7
8. CONTENT TO BE SUBMITTED .....	15
9. INSURANCE.....	23
10. ENVIRONMENTALLY PREFERABLE PROCUREMENT .....	23
11. EQUITY IN CONTRACTING .....	<b>Error! Bookmark not defined.</b>
12. PROPRIETARY OR CONFIDENTIAL INFORMATION.....	23
13. ADDENDUMS .....	24

### Appendix A

Signature Page

Pricing Form

### Appendix B

Sample Contract

Spec 190A Standard Terms and Conditions

### Appendix C

Insurance Requirements


Security Requirements

### Appendix D

Current Fleet Specification

## SUBMITTAL CHECK LIST

This checklist identifies items to be included with your submittal. Any submittal received without these required items may be deemed non-responsive and not be considered for a contract in the continuing process. Submittals must be received by the City of Tacoma Purchasing Division by the date and time specified in the Request for Information page.

<b>The following items make up your submittal package:</b>	
Items in Appendix A <ul style="list-style-type: none"><li>• Signature Page</li><li>• Pricing Form</li></ul>	
All information requested in Section 8: Content to be Submitted	

## **1. INTRODUCTION**

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is soliciting information for managed print services utilizing State of Washington contract number 06619 Managed Print Services.

## **2. PURPOSE**

The City of Tacoma (City) / Tacoma Public Utilities (TPU) is issuing this Request for Information (RFI) to gather specifics on how vendors awarded under the State of Washington Department of Enterprise Services Contract 06619 would meet the City's needs for managed print services and to determine which vendor is best able to meet those needs

As part of the proposal for managed print services the vendor is asked to provide a list of printer/MFPs equipment that would best replace the current list of printers used by the City. The proposed replacement printer should provide at least the same functionality as the printer it is replacing.

The City is looking for a vendor to refresh its City fleet of equipment and maintain its consolidated footprint and provide managed print services that includes a single point of contact for managing the entire print environment, a professionally staffed helpdesk for troubleshooting and incident resolution, certified printer technicians that will be dispatched as needed to all City facilities, device management software that will automate toner replacement and a vendor that can provide reporting on incidents and MFD performance.

## **3. CALENDAR OF EVENTS**

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

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

Question Deadline:	<b>1/20/2021</b>
Questions and Answers Posted:	<b>1/25/2021</b>
Submittal Due Date:	<b>2/9/2021</b>

## **4. INQUIRIES**

Questions and requests for clarification of these Specifications may be submitted in writing by 3:00 p.m., Pacific Time, January 21, 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.

**4.1** Questions marked confidential will not be answered or included.

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

**4.3** The answers are not typically considered an addendum.

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

**4.5** Written answers to questions will be posted in the event approximately one week after the question deadline.

## **5. DISCLAIMER**

Please note that this Request for Information is not a Request for Bids (RFB) or a Request for Proposals (RFP), and there is no guarantee that either a RFB or RFP will be issued. A Respondent's decision to respond, or not to respond, to this RFI will NOT be a factor in evaluating any later RFB or RFP.

While the intent of this RFI is to help identify vendors who meet various requirements for a competitive solicitation, there is no guarantee that any specific information presented by any Respondent will ultimately be included in any future solicitation issued by the City.

Each Respondent shall bear all expenses incurred by the preparation and presentation of its RFI response. The City will therefore reject any claim made against them in this matter, regardless of the results of the subsequent processes, if any.

## **6. CONTRACT OBLIGATION**

It is the intention of the City to execute a contract based on the findings of this RFI. At minimum, the Contract is to contain and shall incorporate by reference, all of the terms and conditions, scope of work/technical requirements contained in this proposal solicitation including the Security Requirement and Insurance Requirements in Appendix C and Spec 190A in Appendix B.

Information submitted in response to this RFI may also be incorporated into any resulting contract.

## **7. QUALIFYING REQUIREMENTS**

### **7.1 Basic Requirements**

The City handles HIPAA data sensitive material in its normal course of operations and Critical Infrastructure Protection (CIP) data Tacoma Public Utilities CIP must meet federal regulatory requirements outlined by the Western Electricity Coordinating Council (WECC). Proponent and their subcontractors will be required to execute a HIPAA Business Associates Agreement (BAA) and sign a CIP-011 Non-Disclosure Agreement. Failure to agree to signing of the CIP-011 NDA will result elimination for consideration.

It is expected that each device will be connected to the City's network. Hardware should be reliable, easy-to-use, intuitive and perform all industry standard functions including printing from a desktop, copying, stapling and hole-punching, duplexing; automatic document feeder; sort capability; secure print; Disk Image Overwrite direct scan to searchable PDF; color scan to

network share/email/fax (over phone line or IP); enlargement/reduction capability; label/envelope print capability and to include 8.5X 11, 11X14, 11x17 and 8.5 X 14 paper tray sizes.

All hardware must be 100% new equipment delivered in the manufacturer's original packaging and carry the manufacturer's full warranty and should meet any American with Disabilities Act (ADA) requirements. Used, rebuilt, refurbished and remanufactured hardware will not be accepted. The warranty period begins after system acceptance and certification by City that the equipment is in production use. All equipment must be installed to the manufacturers' requirements.

Proponent must guarantee that equipment shall remain fully operational and functional. This shall not include regular scheduled preventative maintenance, key operator training, or supply replacement. Equipment that fails to remain fully operational and functional, has an excessive and unacceptable volume of service calls (to be determined by City), or is found to be defective, shall be removed and replaced promptly, on a one-for-one basis, at no charge to the City.

## **7.2 Pricing**

Copy credit shall be given for copies made during installation, customer training and equipment servicing. The number of copies for which a credit is due will reduce the total number of copies to be billed for the billing/cycle in which the copy credits were recorded.

Pricing needs to have the ability to be broken down to allow chargeback to each department.

## **7.3 IT, Networking and Security**

Copy and print equipment, and fax and scanning functions, must be fully compatible with existing IT infrastructure. Proponent will be responsible for software, firmware, and print driver updates throughout the Contract term and will work with City to solve software/updates issues. Please refer to Appendix A for additional security guidelines.

Proponent's service technicians will not have unlimited access to the corporate network. Access time will need to be mutually arranged between the Proponent and City's Information Technology Department (ITD) and may require after-work hours to avoid business interruption.

Coordination with Information Technology Department (ITD) and Utility Technology Services (UTS) will be required for copiers deployed to all City locations, including Tacoma Public Utilities main campus and remote sites

Networking and client environments consist of the following:

- 2012/2016 servers utilizing TCP/IP
- Windows XP, Windows 7, Windows 8 and windows 10 operating systems
- Device NIC must be manually settable to 100 Mbps/full duplex, but should be fully capable of auto negotiating connections
- Microsoft Exchange 2013, Office 365
- SAP ECC 6.0
- Microsoft Active Directory



Additional information technology considerations include:

- Successfully able to use Office 365 UPN authentication for scanning
- Ability to Color scan to desktop, email, network file shares, and OneDrive
- File formats: searchable PDF, PDF/A, TIFF and Multi-page TIFF and lossless TIFF and PNG
- Ability to utilize jpeg compression technology
- Ability to support mobile device printing
- Ability to scan while the device is network printing or copying without network interruption
- Ability to sync with Active Directory to search to email addresses and fax numbers
- Central management of devices via a web interface
- Secure Print
- All devices must support integrated scanning capabilities and desktop faxing via equipment modems or fax server
- All devices must support minimum scan resolution of 300 DPI
- All Devices must be on SAP compatibility list
- All devices must support remote meter reading capabilities
- All devices should have sufficient memory, hard drive and cache in order to spool large documents e.g., PowerPoint presentations

#### **7.4 Efficiency**

The City is seeking a technology platform with functionalities that improve user productivity. Proposed products and services should be easy to use, incorporates a common interface and provides advanced features and functionality, such as communications, tracking and analysis of device data including service and supply history, financial information, electronic financial data transmission and call escalation to Help Desk.

#### **7.5 Sustainability**

The City is committed to improving practices that encourage waste and energy reduction, while increasing re-use of materials. The Proponent must demonstrate a track record of environmental responsibility.

#### **7.6 Delivery and Installation**

Delivery and installation should be completed no later than five (5) business days after the order of a multifunctional device is submitted. This is to include delivery and installation to the various TPU remote sites.

Proponent shall deliver, install and hook equipment to City's network on a "turn-key basis". Proponent must use its own installation crew and at no additional charge to City. Proponent shall set up equipment, and demonstrate the operating procedures and instructions to at least one designated key operator and/or to part/whole staff. Proponent shall remove all packing materials, boxes, etc., from the City. City dumpsters and receptacles are not to be used by Proponent.

## **7.7 Start-up Kits and Supplies**

All equipment must be delivered with the necessary supplies to begin operation immediately upon installation and should include at least a one month supply. All supplies must be accompanied by their Material Safety Data Sheets (MSDS). Supplies are to be OEM approved. Paper is not to be provided.

For consumable items, the Proponent must take appropriate measures to ensure delivery for City within a reasonable time frame (approximately one week).

Proponent shall provide both a toll-free telephone number and an online website address for supply ordering and service needs. City key operators may contact Proponent when necessary consumables are needed.

## **7.8 Service History and Up-time Rates**

Proponents, upon request, shall provide a service history for each machine, including the number of service calls placed, response time, return visits, problems found, actions taken and all other pertinent and necessary information with which to judge the performance of equipment and service provided to City.

## **7.9 Service Calls**

Key operators are to place service calls for the service of the equipment. The Proponent must ascertain the problem the work group is experiencing and apprise the work group's key operator when it can expect a visit by the service technician. Proponent shall respond to service calls within the industry-standard four (4) hours, during normal business hours (8:00 a.m. – 5:00 p.m.) on an "as call" basis. Onsite service should occur within 6 hours of placement of the initial service call. Maintaining these response times is an important requirement and will become a performance indicator of the Proponent. This is to include the TPU remote sites.

Service calls are to be subject to the following scenarios:

Service technicians shall remain onsite to complete repairs unless part(s) required are not considered normal high wear items and need to be ordered or picked up at the Proponent's facility or distribution center.

If a service technician needs to order a part, the service technician should return upon receipt of the part on the next business day or when parts become available. If parts are unavailable for a period greater than two (2) days, Proponent shall provide and install a "loaner" device to swap out with equipment that is down and cannot be repaired with available parts at no additional cost to the City. This "loaner" machine must be acceptable equivalent or upgrade to the existing machine. City will be the sole judge on equivalency.

Any time the Proponent may not be able to meet the four (4) hours on site response requirement, that particular machine's contact person is to be notified, so that appropriate communication and other action may be taken.

The Proponent will log, track and provide accurate reporting to show service history and service level metrics for each machine provided and identify site location. The reporting should include:

Number of service calls	By device and in total for reporting period
Response time	By devices and as % of SLA
Resolution time	By devices and as % of SLA
Break down of problems addressed	Should include at least: low Supplies Paper Jams Output Quality Devices offline Environmental issues
Devices that were replaced	
Red flagged devices	Equipment elevated to priority status with the Service Manager involved in the actual solution, The City's contact must be appraised of all red-flagged equipment.
Device up time	By devices and as % of SLA – Not a fleet average

Proponent shall provide on-site parts to address the most common repair problems. The City shall provide the location.

To add continuity to the service systems, City requires a dedicated service technician or team that will become familiar with City key operators, and work groups. This dedicated service technician will be responsible for monitoring the status and resolving any issues for each networked device. The City shall provide the network access and physical location. All service technicians must be in appropriate, supplier logo-branded attire. Service technician must adhere to staff security clearance requirements for each of the City's locations to include distant TPU remote sites

## 7.10 Training

Proponent will train City's ITD Named Contact, key operators, and any/all others in the operating procedures and use of the equipment to the trainee's satisfaction. Training should be coordinated and completed no later than one week or five (5) business days after the order of a copier/multifunctional device is submitted. Proponent will also train the ITD/UTSNamed Contact and key operators in the use of the supply/service website and the central maintenance management website within the same timeframe. Additional/repeat training for users on equipment and websites will also be the responsibility of the Proponent and shall be provided at no extra cost to the City.

## 7.11 Equipment Changes

For all equipment changes, Proponent will work with ITD/UTS Named Contact regarding location, scheduling, electrical/networking needs, account billing changes, etc.

All equipment changes shall be subject to acceptance by the City in writing and may be referenced as a data statistic in reports as deemed necessary by the City for acceptance and for asset tracking.

#### Equipment Moves

As copiers/multifunctional devices may be required to be moved from one location to another, such services shall be provided at no additional cost to the City; including travel time to and from Proponent's place of business.

#### Equipment Additions/Deletions

During the term of this Contract, Proponents may add or remove devices from this Contract. Proponents may add or delete contract equipment introduced or removed from the market by the manufacturer, provided it replaces the equipment with equivalent or better equipment.

#### Discontinued Equipment

If a particular copier/multifunctional device model or part is discontinued by the manufacturer, Proponent must notify City in a maximum of sixty (60) days, and provide City with a recommended alternative.

#### Equipment Exchanges

During the term of the Contract and without penalty, the City may exchange equipment in support of its goal of a "right-sized" fleet or to address devices that exhibit too many service repair incidents. The City will be the sole judge on whether or not a device is performing to the City's expectations. Exchanged equipment model pricing must be the same pricing structure used on the original solicitation submitted by the Proponent or in accordance with the same pricing structure as outlined under Equipment Additions/Deletions. Exchanged equipment shall not be considered a swap of devices and shall not result in an addition to the fleet.

#### Lemon Clause

Any device that fails (except due to operator error) to operate in accordance with the manufacturer's published performance specifications four times in any four week period and/or is subject to recurring related problems shall be replaced with a new copier that meets the requirements of the same lot as the original copier, at no cost to the user.

If 25% or less of the device's useful life has been used up, the device must be replaced with a "new device". A "like for like" device may be used if 25% or more of the useful life of the device has been used up and the Customer agrees to the "like for like" exchange. Note: Prior to the lease or purchase of a device, Contractor must provide Customer with the device's "Useful Life".

## **7.12 Billing**

Proponent will need to register in the Ariba, the City's contract routing and invoicing systems and it is preferable that the proponent be able to transact in Ariba upon execution of a contract.

Request for Information

Specification No. IT20-0385F

Template Revised: 11/24/2020

Proponent is expected to have the ability to integrate with City's Accounts Payable to set up electronic monthly invoice billing and automatic payment by procurement card, in the form of composite invoicing for all service costs.

Proponent will need to be able to bill by department.

### **7.13 EPayables Acceptance – Credit Card Acceptance – EFT/ACH Acceptance**

#### **A. 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)

#### **B. 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)

#### **C. 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)

### **7.14 Reporting**

In addition to the service history and service level metrics proponent will provide quarterly and reports upon request detailing annual and monthly copy volumes, service call history, machine up/down time, service call response time, and any other metrics for evaluative and analytical purposes. The development of appropriate and informative reports may be an evolutionary process with collaboration and assistance from the Proponent. These reports will assist City in evaluating how well the Proponent is performing. The City desires the use of a portal provided by the Proponent to access same reporting requirements at the convenience of the City.

### **7.15 Management Services**

Proponent and City shall develop a contract administration plan to ensure that Contract is properly monitored and to provision a common understanding of both the Proponent's and City's respective obligations. The plan should address the City goals and objectives, provision for customer service, and include identification of deliverables, milestones, due dates to include response times, list of all contract modifications issued, identified reports, and responsible party. The plan shall also detail the methods that the City will use to monitor the Proponent in order to determine and measure satisfactory performance under this Contract.

#### Unacceptable Performance

In the event of less than satisfactory performance under this Contract, the City has the right to delay payment for services until resolved, be entitled to liquidation damages, assume partial takeover of operations or terminate this Contract.

If City resorts to takeover of operations, the new operating cost shall be applied against any amounts paid to vendor.

If the City resorts to termination of this Contract, such termination shall be without penalty to the City.

#### **7.16 Applicable Law and City Rules and Regulations**

Proponent must comply with all applicable federal, State of Washington, and local laws as well as City rules, procedures, and regulations providing goods and services, during the Contract period.

#### **7.17 Cancellation**

The City shall have the right to cancel any agreement entered into under this Contract in whole or in part (a) at the end of the term or (b) at any time during the term of this Contract, for the convenience of the City, by providing thirty (30) days written notice. In no event shall City be responsible for any cost or charges associated with or resulting from said cancellation, including, but not limited to, termination charges.

A 180-day trial period shall apply to Contract(s) resulting from information received in response to this solicitation. During the trial period, Proponents must perform in accordance with all terms and conditions of the Contract. Failure to perform during this trial period may result in the immediate cancellation of any Contract. In the event of dispute or discrepancy as to the acceptability of products or services, the City's decision shall prevail. The City agrees to pay only for authorized orders received to the date of termination. Any subsequent contract will be for the remainder of the Contract and will also be subject to this trial period.

#### **7.18 Removal of Equipment**

Upon notice by City, and at the Proponent's expense, the Proponent or its' subcontractors will wipe any/all hard drives.

Upon notice by City, and at the Proponent's expense, the Proponent or its' subcontractors will remove any/all hard drives from owned copiers/multifunctional devices and other equipment (e.g. desktop printers) and provide certification of disposal/destruction of such equipment to City. For TPU Power copiers, hard drives will need to be removed and surrendered to designated UTS contact as part of the CIP regulatory requirements.

#### **7.19 End of Contract**

Upon notice by City and at the Proponent's expense, the Proponent will remove all copiers/multifunctional devices and any leftover supplies and miscellaneous equipment from City locations.

## 7.20 General Information

Existing Multifunctional devices are leased from Sharp and Ricoh via the State of Washington contract for Multifunctional Document devices. Device end of lease date is 6/30/21.

## 7.21 Fleet Information

Numbers are a snapshot as of November 2020. Equipment is located at multiple sites dispersed throughout the City of Tacoma and in remote locations.

A list of devices, manufacturer make, model, and quantity is provided at the end of this document.

Device Quantity	Total Monthly Volume (Page Count)	Monthly Print B&W Volume	Monthly Print Color Volume
296	742,495	327,963	354,298

Employee per device (current footprint)	1:11
Pages per employee (monthly) (742,495/3500)	212
Numbers of users	3,500

## 7.22 Fleet Information - See Appendix D

## 7.23 Interviews and Demonstration

An invitation to interview and provide a product demonstration may be extended to Proponent's based upon review of written submittals. The City reserves the right to adjust scoring based on additional information and/or clarification provided during the interviews. The City may determine scoring criteria for the interviews following evaluation of written submittals.

Proponent' selected for interviews and product demonstrations will be expected to bring in a fully functional multifunctional device for demonstration and usability review by City. It is anticipated that the interview / demonstration would not be longer than two (2) hours. However, a final agenda will be provided for those Proponent's selected.

Proponents must be available to interview within three (3) business days' notice.

The City reserves the right to begin contract negotiations without conducting interviews or product demonstrations.

## 8. CONTENT TO BE SUBMITTED

### 8.1 Business Model/Price

The Business Model section of the Key Elements is intended to help City understand and evaluate the respondent's approach to facilitating the buy-out of leased equipment, replacement Request for Information Specification No. IT20-0385F  
Template Revised: 11/24/2020

of existing equipment with state of the art right-sized equipment and local sales/support to CITY. It will provide the evaluation team with the basis upon which proposed strategies best correspond to City goals and objectives.

The City faces some unique challenges relative to ongoing, consistent and quality support and service because some of its sites are situated in somewhat remote locations. The resource capabilities and business stability of the service provider is important to City, given the size and potential growth of City's copier requirements. Therefore, equipment suppliers are expected to present a comprehensive response to address these important issues.

Provide details for the following points:

1. Provide breakdown of managed printer charges and per click charges
2. Describe how charges can be broken down to allow charges by department
3. Describe why you think you were the successful proposer compared to your competitors.
4. Do you desire to utilize your service agreement, if so, please submit a sample agreement with the proposal?
5. Do you desire to utilize your maintenance agreement, if so, please provide a sample agreement? Preventative maintenance shall include all cleaning, lubrication, adjustments, parts replacement, labor and consumables.
6. Proponent and its' subcontractors will be required to execute a HIPAA Business Associates Agreement (BAA) and CIP-011 NDA. Are you and/or your subcontractors able to comply with these requirements?
7. Delivery and Installation: Describe your quality control process to ensure correct and timely delivery and installation, both at the initial implementation stage and throughout the life of the contract, to all City locations to include remote sites outside of city of Tacoma limits.
8. Describe your transition plan to refresh the current fleet of equipment; does it include a rolling equipment refresh or a total equipment refresh? If total refresh, please include the necessary capacity to handle a total equipment refresh.
9. Describe your installation process, included estimated schedule for installation and training of MFDs.
10. Describe your process for surplus of desktop printers and/or owned multifunctional devices. What is your quality assurance plan relating to removal, wiping and destruction of any hard disk drives (HDD) including conformance to HIPAA?
11. Do you offer discount pricing for pooled clicks whereby minimums can be satisfied across multiple devices?
12. Propose mid-term machine utilization surveys, print strategy reviews, and technology enhancements.
13. Describe your 2 most recent public entity contract awards in Washington (City size or larger) and provide reference/contact names for each.
14. Describe how you are PCI-DSS compliance (secure credit card data management)

## **8.2 Technology**



The Technology section of the Key Elements is intended to help City understand and evaluate the respondent's technology solutions in support of City's current and future needs. Furthermore, it will provide the evaluation team with the basis upon which an equipment/need strategy will be developed.

The City faces some unique challenges relative to usage, networking, secure printing and technology enhancements/scalability. This section is not intended to be a sales presentation, but rather a structured approach that addresses the specific advantages of the respondent's equipment.

Provide details for the following points:

1. Provide a structured approach that addresses the specific advantages of your equipment over City's current fleet, and technology that will enhance the service to the user.

Provide your recommended equipment technology and details of the multifunctional features of your equipment. Models should have sufficient speed and response time in direct proportion to a larger number of users accessing fewer units. Basic configurations to include; base unit; duplexing; automatic document feeder; sort capability; staple function; secure print; direct scan to searchable PDF; color can to network share/email/fax/OneDrive. Equipment must have sufficient memory to spool and process large documents, e.g.: PowerPoint presentations or documents containing many graphics. Equipment must be able to process multiple jobs without impacting resources to current job in process.

Equipment must have capability to interrupt current job in process in order to start another job that is not in the queue.

2. Is your equipment capable of recognizing RFID technology (identification of individual through scan of employee badge for features such as remote print, secure print)? What are the compatible technology requirements?
3. Describe reporting features and any real-time metrics reporting system that provides key operational data to support fact based decision making, e.g.: data that supports and maintains a "right-sized" fleet?
4. Describe the performance/reliability specific to non-standard paper sizes (e.g. 11X17, Envelopes, labels).
5. Describe how your equipment is easy to use? Does it incorporate a common interface and provides advanced features and functionality, such as communications, tracking and analysis of device data including service and supply history, financial information, electronic financial data transmission and call escalation to Help Desk.
6. Describe your experience with ensuring Office 365 UPN authentication to successfully scan to email, OneDrive, and SharePoint
7. Describe the scanning features and functionality of your proposed equipment:
  - a. What are the preset scanning options
  - b. Is the scanning software supported in house or via 3<sup>rd</sup> party vendor?
  - c. How is support handled with regard to scanning issues?

- d. What is the service level for scanning?
  - e. What are the provisions for failure to meet expected uptime for scanning?
  - f. Describe the size of scan batches that can be handle at one time
  - g. Does scanning support an Optical Character Recognition (OCR) scanning option?
- 
- 8. Describe how your equipment provides a secure “roaming” ability for employees to be able to copy/print at any location and any delegation functionality provided.
  - 9. Describe how your proposed equipment supports mobile printing and features that would support a work environment where some or many staff are working from home.
  - 10. Describe how your equipment allows for cost accounting by department for print-per-page costs.
  - 11. Provide details of a software system capable of directing high volume print jobs to a central printing function.
  - 12. Provide details of usage reporting, maintenance and consumable alerts, and equipment monitoring.
  - 13. Does your equipment have automated alerts? Please provide details.
  - 14. Describe how your equipment has the ability to auto order supplies and consumables.

#### Sustainability

- 15. Please demonstrate your firm’s commitment to providing the services identified in the scope of services in a sustainable manner. Please provide details of effort, practices and or processes.
- 16. What are the environmental impacts in your industry? What measures will your firm takes to minimize impacts to the environment in the delivery of services?
- 17. Please provide Energy Star Compliancy details on your equipment.
- 18. Environmental Concerns – to include disclosure of the Environmental features of the recommended equipment that prevent an adverse impact to the environment, users of said equipment, etc. Proponents are to disclose any Environmental Ratings that may be considered Industry Standard and how Proponent’s equipment meets or exceeds these ratings.
- 19. Provide details of toner/consumable waste recycling solution and provide percent of total consumables that become landfill. Consider all shipping and packing materials, toner cartridges, toner waste, and waste containers.

#### Security

- 20. Do your proposed products meet the internal standard of ISO 15408 Common Criteria Recognition Agreement for security?

21. Do the devices proposed to the City conform to the National Information Assurance Partnership (NIAP) Common Criteria Evaluation and Validation Scheme for IT Security (CCEVS) international standards?
22. Are your proposed devices compatible with the following operating and email systems: Windows, Linux, UNIX (Solaris, Sun), Mac OS X, Microsoft Outlook and Microsoft Office 365 Please provide details on the technology used to encrypt data from the print server to the device for each of the devices models proposed to the City.
23. Unprotected fax connections in multifunction devices can be an open back door into a network. Can you certify for your proposed products that complete separation exists of the fax telephone line and the network connection?
24. Describe the options and capabilities of image over-write?
25. Describe the proposed devices ability to schedule on-demand hard drive purge.

### **8.3 Service Level**

The resource capabilities and business stability of the service providers is of prime importance to the City. Copier/multifunctional device equipment suppliers and service providers are expected to present a comprehensive response to address these important services and support issues. Please address any differences for service for equipment located at the City's and Tacoma Public Utilities main campuses vs. the remote sites outside of city limits.

Provide details for the following points:

1. Provide details of your support approach to address parts, supplies, repair and customer support.
2. Describe your approach for providing a dedicated service technician or team and describe your service technician to device ratio.
3. Service Team: Describe your approach to building relationships between the service team (including account representative, service technicians, technical support, etc.) and City's MFD point of contact and key operators. Describe what measures will be taken to provide continuity of suppliers staffing and how account information be passed to new staff in the event of employee turnover to ensure the same level of service.
4. Describe how service technicians will be recognizable by City staff?
5. Please describe what (if any) scheduled on-site presence will be offered.
6. Customer Service: Describe how you will handle service calls for routine maintenance and urgent machine repair or replacement and how customer complaints measured and categorized.
7. Please describe your approach to interaction with City departmental staff for unresolved incidents and your approach to end-to-end incident management and closed-loop problem resolution and reporting.

8. Will maintenance, repair, and replacement be handled by you or subcontracted to other companies? If the latter, please provide information on the subcontractor's responsibilities.
9. Provide information about assistance in implementation of your product and describe your process for coordinating equipment delivery and installation, accessory adds, conversions and removals.
10. Training: Describe your approach to training key operators and other staff members? What steps will be taken to ensure trainees are confident and comfortable in their instruction? What resources will be provided to City staff for self-reference?
11. Overall Quality Assurance Plan: Provide an example of a Quality Assurance Plan that details the methods by which Proponent guarantees ordering, delivery, training, problem resolution, general equipment supply and replenishment, and other services to City, in a correct and timely manner.
12. What is your minimum response time, on site from time of call? Describe details of the service level and on site technician(s) support your firm guarantees. Describe how you will meet the four (4) hour on-site response time for service calls. Is your equipment capable of proactive detailed alerts and automated escalation to Help Desk when devices fail?
13. What is your minimum resolution time? Describe your approach and methodology to ensure 48 hour incident resolution?
14. Maintenance Schedule: Describe your standard preventative maintenance schedule or provide general information on how maintenance will be conducted for the MFDs proposed. Please include any detail on prior experience (if any) working for organizations with defined maintenance windows.
15. Provide details of your repair and maintenance of non-multifunctional devices and third party multifunctional devices.
16. Does your service approach include onsite parts storage? What is the proximity of your nearest physical parts center in proximity to the City?
17. Provide details of your consumables and parts inventory/availability (OEM consumables and parts are mandatory).
18. Provide details of proactive consumables/service alert features on your equipment. Do you offer a customer portal option for ordering consumables?
19. In order to promote a customer centric culture, please provide your approach to ensuring that consumables stored on-site within departments are right-sized to fit their needs and ease their concerns. Please describe your process for the return of excess supplies.
20. Provide details of your equipment reporting capabilities for usage, uptime, service response, and time to repair, maintenance alerts, and equipment monitoring. Are the devices auto-discoverable on the network? Does your equipment keep aggregated reports on hot spot devices (frequent jamming) or other device faults or do these reset once reported or resolved? If aggregate reporting is available, are configurable for date ranges? What level of detail is available and reportable? Are these reports available to the City to perform, or simply provided by Proponent? Is dynamic reporting available via a portal?

21. Provide details of your equipment relocation process for in-term office moves.
22. Provide details around the ability to process requests for short term rentals
23. Provide details regarding the replacement of problem equipment – including the temporary use of loaner equipment.
24. Provide details of sales/service and support for City's fleet, both now and five to ten years from now.

#### **8.4 Point of Sale**

The Point of Sale section of the Key Elements is intended to help City understand and evaluate the respondent's approach to providing a point of sale solution for City's environment. It will provide the evaluation team with the basis upon which a point of sale specification could be developed. City faces some unique challenges due to its multiple office locations, but also to provide a convenient "roaming" ability for employees to be able to print at any location and have their account charged. Therefore, copier equipment suppliers are being asked to provide City with the latest information on this subject.

Proponents must answer the following:

1. Describe your concept of the most effective account settlement or charge back process.
2. Describe print job queue and hold features for remote users to send jobs to specific MFDs for later retrieval/print.

#### **8.5 Program Administration**

The Program Administration section of the Key Elements is intended to help City understand and evaluate the Proponent's approach to providing ongoing administration, management, and regular program status in support of the City's environment. It will provide the evaluation team with the basis upon which a comprehensive program administration arrangement will be developed. Therefore, Proponents are expected to present a comprehensive response to address these important issues.

Proponents must answer the following:

1. Will the contract support functions be handled by you or subcontracted to other companies? If the latter, please provide information on the subcontractor's responsibilities.
2. Please provide the location of the responsible office that will perform the daily ongoing management of this Contract?
3. Describe how you will validate contract information and processing orders for equipment and services?
4. Describe how you will handle inquiries regarding billing, customer support and other contract administration issues.
5. What processes are in place for issue escalation and resolution confirmation (including committed response times)?

6. Please indicate if a third party payment processor will be used in the administration of this agreement.
7. Please indicate if you intend to pass on surcharges (e.g. processing fees) from your third party processor onto the City in the administration of this Contract?
8. Please describe your approach to ensure consistent procure to pay reference detail information, e.g.: consistency of reference detail from orders, to invoices and account settlement. Please describe the same if you utilize a third party processor.
9. Are you and/or your third party processor PCI-DSS compliant (secure credit card data management)?

#### Training Requirements

10. Please describe your approach to curriculum design and development to support employee adoption of the technical changes.
11. Please describe your approach to curriculum training related specifically to technical personnel.
12. Please describe your approach to delivery of organization-wide training to include distant remote sites. Staff located at remote sites will not be able to travel to centralize training locations.

#### Communication

13. Please describe existing communication tools to help our organization adapt to the changes (For example, PowerPoint presentations, messaging, communication plans, etc.)
14. Please describe your approach and communications tools used to notify users of scheduled maintenance activities? Please include how much advance notice is given.
15. Please describe your approach and communications tools used to notify users the details of a service/repair acknowledged with committed response timeframes; details of a resolved incident.
16. Please describe your approach and communication tools used to notify users of parts, consumables orders, along with committed response timeframes.
17. If your equipment provides a secure "roaming" ability for employees to be able to copy/print at any location, please describe your chargeback solution to ensure the usage is accurately reflected and charged to the appropriate accounting.
18. Describe and provide examples of monthly business reports you provide to your customers.
19. Describe your infrastructure needs to support a fleet of City's size at its current number and your needs should the fleet grow in the future.
20. Describe a process for regular business reviews addressing utilization, machine, and service performances, and cost effectiveness/process improvements.
21. Provide information about development services if customizations to the product are necessary.

## **8.6 Pricing Information**

Please fill out and return the Price Proposal Form from Appendix A.

## **9. INSURANCE**

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

## **10. ENVIRONMENTALLY PREFERABLE PROCUREMENT**

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

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

- Reduction of pollutant releases
- Toxicity of materials used
- Waste generation
- Greenhouse gas emissions, including transportation of materials and services
- Recycle content
- Comprehensive energy conservation measures
- Waste manage reduction plans
- Potential impact on human health and the environment

## **11. PROPRIETARY OR CONFIDENTIAL INFORMATION**

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

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

## **12. ADDENDUMS**

In the event it becomes necessary to revise any part of this RFI, an addendum will be posted with the solicitation on [tacomapurchasing.org](http://tacomapurchasing.org).



## **Appendix A**

Signature Page

Pricing Form

## SIGNATURE PAGE

### **CITY OF TACOMA IT/UTS**

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 Information page near the beginning of the specification**. If the respondent 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 INFORMATION IT20-0385F Managed Print Services**

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

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

### **Non-Collusion Declaration**

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

\_\_\_\_\_  
Bidder/Proposer's Registered Name

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
(Area Code) Telephone Number / Fax Number

\_\_\_\_\_  
E-Mail Address

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

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

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

Addendum acknowledgement #1\_\_\_\_\_ #2\_\_\_\_\_ #3\_\_\_\_\_ #4\_\_\_\_\_ #5\_\_\_\_\_

***THIS PAGE MUST BE SIGNED AND RETURNED WITH SUBMITTAL.***

Pricing Form								
Make	Model	Qty	Recommended Replacement Model	Lease Charge	Color Click Charge	B&W Click Charge	Paper Size for Click Charge	comments
Ricoh	MPC307	1						
Ricoh	MPC6004	1						
Ricoh	SPC352DN	1						
Ricoh	INC4500	1						
Ricoh	MP3554	2						
Ricoh	MP401SPF	19						
Ricoh	MP5054	5						
Ricoh	MPC2003	11						
Ricoh	MPC2004	3						
Ricoh	MPC3004	23						
Ricoh	MPC306SPF	39						
Ricoh	MPC307	2						
Ricoh	MP-C307SPF	1						
Ricoh	MPC3503	1						
Ricoh	MPC3504	2						
Ricoh	MPC4504	43						
Ricoh	MPC6004	32						
Ricoh	MPC8002	7						
Ricoh	SP4520DN	11						
Ricoh	SP5210DN	6						
Ricoh	SP5300	2						
Ricoh	SPC250	1						
Ricoh	SPC340	2						
Ricoh	SPC340DN	1						
Ricoh	SPC352DN	1						
Sharp	KYOF51135	1						
Sharp	KYOFSC2126MFP	2						
Sharp	KYOM2535DN	4						
Sharp	MX2640N	3						
Sharp	MX3110N	1						
Sharp	MX3610N	1						
Sharp	MX3640N	7						
Sharp	MX4070N	1						
Sharp	MX4141N	26						
Sharp	MX5141N	13						
Sharp	MX7040N	3						
Sharp	MXM264N	1						
Sharp	MXM365N	2						
Sharp	MXM465N	6						
Sharp	MXM565N	6						
Sharp	MXM904	1						

## **Appendix B**

### Sample Contract

#### Spec 190A – Standard Terms and Conditions

# 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: \_\_\_\_\_

**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.

## **Appendix C**

Insurance Requirements

Security Requirements



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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 REQUIREMENTS FOR CONTRACTS

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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 REQUIREMENTS FOR CONTRACTS

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- 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.

4.1.2

### **4.2 Workers' Compensation**

- 4.2.1 Contractor shall comply with Workers' Compensation coverage as required by the



# CITY OF TACOMA

## INSURANCE REQUIREMENTS FOR CONTRACTS

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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.

### 4.3 Employers' Liability Insurance

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

### 4.4 Excess or Umbrella Liability Insurance

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

### 4.5 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.

## **Infrastructure and Data Security**

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

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

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

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

Supplier shall provide the City with a copy of Supplier's Information Security Policy on request.

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

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

- Ensure the security and confidentiality of the City Data,
- Protect against any anticipated threats or hazards to the confidentiality, availability, or integrity of the City Data,

Request for Information

Template Revised: 11/24/2020

- Protect against unauthorized access to or use of the City Data,
- Ensure the proper deletion of City Data,
- Ensure that all Supplier's subcontractors, if any, comply with the foregoing.

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

**Network Interconnect Security.** Supplier's network shall protect City Data through the implementation of security controls that adequately safeguard against intrusion, tampering, viruses and other security breaches (NIST SP 800-47). Supplier shall adhere to all City IT security policies, procedures, and guidelines and NIST special publications at <http://csrc.nist.gov/publications/nistpubs/>.

Supplier shall enforce the following IT security best practices:

- Least Privilege: Only authorized access to the minimum amount of resources required for a function;
- Separation of Duties: Functions shall be divided between staff members to reduce the threat that one person can commit fraud undetected;
- Role-Based Security: Access control shall be based on the role a user plays in an organization.

Supplier shall restrict Supplier or Subcontractor employees and other personnel from using resources on City's network unless they are supporting the purpose of the interconnection between the City's network and the Supplier's network.

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

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

- Any Supplier personnel no longer requires such access in order to furnish the services, products, or hardware provided by Supplier under this Master Agreement,
- Any Supplier personnel is terminated or suspended or his or her employment is otherwise ended,
- Supplier reasonably believes any Supplier personnel poses a threat to the safe working environment at or to any City property, including to employees, customers, buildings,

Request for Information

Template Revised: 11/24/2020



assets, systems, networks, trade secrets, confidential Data, and/or employee or City Data.

- There are any material adverse changes to any Supplier personnel's background history, including, without limitation, any information not previously known or reported in personnel's background report or record,
- any Supplier personnel loses their U.S. work authorization, or
- Supplier's provisions of products, services and hardware to City under this Master Agreement or any SOW is either completed or terminated, so that City can discontinue electronic and/or physical access for such Supplier personnel.

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

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

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

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

Request for Information  
Template Revised: 11/24/2020

Supplier shall report:

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

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

#### **Hardware, Firmware, Software, and Patch Integrity and Authenticity:**

(a) Supplier shall establish, document, and implement risk management practices for supply chain delivery of hardware, software (including patches), and firmware provided under this Master Agreement. Supplier shall provide documentation on its: chain-of-custody practices, inventory management program (including the location and protection of spare parts), information protection practices, integrity management program for components provided by sub-suppliers, instructions on how to request replacement parts, commitment to ensure that for the period of performance under an SOW, spare parts shall be made available by Supplier.

(b) Supplier shall specify how digital delivery for procured products (e.g., software and data) including patches will be validated and monitored to ensure the digital delivery remains as specified. If City deems that it is warranted, Supplier shall apply encryption to protect procured products throughout the delivery process.

(i) If Supplier provides software or patches to City, Supplier shall publish or provide a hash conforming to the Federal Information Processing Standard (FIPS) Security Requirements for Cryptographic Modules (FIPS 140-2) or similar standard information on the software and patches to enable City to use the hash value as a checksum to independently verify the integrity of the software and patches and avoid downloading the software or patches from Supplier's

website that has been surreptitiously infected with a virus or otherwise corrupted without the knowledge of Supplier.

(c) Supplier shall identify the country (or countries) of origin of the procured product and its components (including hardware, software, and firmware). Supplier will identify the countries where the development, manufacturing, maintenance, and service for the product are provided. Supplier will notify City of changes in the list of countries where product maintenance or other services are provided in support of the procured product. This notification shall occur 180 days prior to initiating a change in the list of countries.

(d) Supplier shall use trusted channels to ship procured products, such as U.S. registered mail.

(e) Supplier shall demonstrate a capability for detecting unauthorized access throughout the delivery process.

(f) Supplier shall demonstrate chain-of-custody documentation for procured products as determined by City in its sole discretion and require tamper-evident packaging for the delivery of this hardware.<sup>21</sup>

#### **Patching Governance:**

(a) Prior to the delivery of any products and services to City or any connection of electronic devices, assets or equipment to City's electronic equipment, Supplier shall provide documentation regarding its patch management and vulnerability management/mitigation programs and update process (including third-party hardware, software, and firmware) for products, services, and any electronic device, asset, or equipment required to be connected to the assets of City during the provision of products and services under this Agreement. This documentation shall include information regarding:

(i) the resources and technical capabilities to sustain this program and process such as Supplier's method or recommendation for how the integrity of a patch is validated by City; and

(ii) Supplier's approach and capability to remediate newly reported zero-day vulnerabilities.

(b) Unless otherwise approved by the City in writing, current or supported version of Supplier products and services shall not require the use of out-of-date, unsupported, or end-of-life version of third-party components (e.g., Java, Flash, Web browser, etc.).

(c) Supplier shall verify and provide documentation that procured products (including third-party hardware, software, firmware, and services) have appropriate updates and patches installed prior to delivery to City.

(d) In providing the products and services described in this Master Agreement Supplier shall provide appropriate software and firmware updates to remediate newly discovered vulnerabilities or weaknesses within a negotiated time period. Updates to remediate critical

Request for Information

Template Revised: 11/24/2020

vulnerabilities shall be provided within thirty (30) days. If updates cannot be made available by Supplier within these time periods, Supplier shall provide mitigations and/or workarounds within a negotiated time period.

(e) When third-party hardware, software (including open-source software), and firmware is provided by Supplier to City, Supplier shall provide appropriate hardware, software, and firmware updates to remediate newly discovered vulnerabilities or weaknesses within a negotiated time period. Updates to remediate critical vulnerabilities shall be provided within thirty (30) days. If these third-party updates cannot be made available by Supplier within these time periods, Supplier shall provide mitigations and/or workarounds within a negotiated time period.

### **Viruses, Firmware and Malware:**

(a) Supplier will use reasonable efforts to investigate whether computer viruses or malware are present in any software or patches before providing such software or patches to City.

(b) Supplier warrants that it has no knowledge of any computer viruses or malware coded or introduced into any software or patches, and Supplier will not insert any code which would have the effect of disabling or otherwise shutting down all or a portion of such software or damaging information or functionality.

(c) When install files, scripts, firmware, or other Supplier delivered software solutions are flagged as malicious, infected, or suspicious by an anti-virus vendor through open source solutions like "Virus Total," Supplier must provide technical proof as to why the "false positive" hit has taken place to ensure their code's supply chain has not been compromised.

(d) If a virus or other malware is found to have been coded or otherwise introduced as a result of Supplier's breach of its obligations under this Master Agreement, Supplier shall immediately and at its own cost:

(i) Take all necessary remedial action and provide assistance to City to eliminate the virus or other malware throughout City's Data, networks, computer systems, and information systems, regardless of whether such systems or networks are operated by or on behalf of City; and

(ii) If the virus or other malware causes a loss of operational efficiency or any loss of Data

(A) where Supplier is obligated under this Master Agreement to back up such Data, take all steps necessary and provide all assistance required by City and its affiliates, and

(B) where Supplier is not obligated under this Master Agreement to back up such Data, use commercially reasonable efforts, in each case to mitigate the loss of or damage to such Data and to restore the efficiency of such Data.

## **Appendix D**

### Fleet Information

## Fleet Information

### Fleet Information by Make/Model

Make	Model	Qty
Ricoh	MPC307	1
Ricoh	MPC6004	1
Ricoh	SPC352DN	1
Ricoh	INC4500	1
Ricoh	MP3554	2
Ricoh	MP401SPF	19
Ricoh	MP5054	5
Ricoh	MPC2003	11
Ricoh	MPC2004	3
Ricoh	MPC3004	23
Ricoh	MPC306SPF	39
Ricoh	MPC307	2
Ricoh	MP-C307SPF	1
Ricoh	MPC3503	1
Ricoh	MPC3504	2
Ricoh	MPC4504	43
Ricoh	MPC6004	32
Ricoh	MPC8002	7
Ricoh	SP4520DN	11
Ricoh	SP5210DN	6
Ricoh	SP5300	2

Make	Model	Qty
Ricoh	SPC250	1
Ricoh	SPC340	2
Ricoh	SPC340DN	1
Ricoh	SPC352DN	1
Sharp	KYOF51135	1
Sharp	KYOFSC2126MFP	2
Sharp	KYOM2535DN	4
Sharp	MX2640N	3
Sharp	MX3110N	1
Sharp	MX3610N	1
Sharp	MX3640N	7
Sharp	MX4070N	1
Sharp	MX4141N	26
Sharp	MX5141N	13
Sharp	MX7040N	3
Sharp	MXM264N	1
Sharp	MXM365N	2
Sharp	MXM465N	6
Sharp	MXM565N	6
Sharp	MXM904	1

Total 296

### Fleet Information by Location

City of Tacoma Locations	
3628 S 35th St, Tacoma	70
747 MARKET ST, Tacoma	44
930 TACOMA AVE S, Tacoma	28
3701 S PINE ST, Tacoma	22
2201 E PORTLAND AVE, Tacoma	17
3639 S PINE ST, Tacoma	14
733 MARKET ST, Tacoma	10
3510 S MULLEN ST, Tacoma	8
326 EAST D ST, Tacoma	7
901 FAWCETT AVENUE, Tacoma	7
2601 SR 509 N Frontage Rd, Tacoma	4
420 FAWCETT AVENUE SOUTH, Tacoma	4
2701 TACOMA AVENUE SOUTH, Tacoma	3
3401-B SOUTH ORCHARD ST, Tacoma	3
2015 54TH AVENUE EAST, Tacoma	2
2124 MARSHALL AVENUE, Tacoma	2
3301 RUSTON WAY, Tacoma	2
3471 SOUTH 35TH ST, Tacoma	2
3502 6TH AVENUE, Tacoma	2
400 E 56TH ST, Tacoma	2
415 TACOMA AVENUE SOUTH, Tacoma	2
4911 SOUTH ALASKA ST, Tacoma	2
101 MCMURRAY RD NE, Tacoma	1
1015 E F ST, Tacoma	1
1224 MARTIN LUTHER KING JR. WAY, Tacoma	1
1453 EARNEST S. BRAZILL ST, Tacoma	1
1501 S 72ND ST, Tacoma	1
1524 MLK JR WAY, Tacoma	1
206 BROWNS POINT BLVD, Tacoma	1
2308 S HOLGATE ST, Tacoma	1
2311 S HOLGATE ST, Tacoma	1
2313 S HOLGATE ST, Tacoma	1
2324 SOUTH C ST, Tacoma	1
302 EAST 11TH ST, Tacoma	1
302 REGENTS BLVD, Tacoma	1
303 EAST D ST, Tacoma	1
3210 CENTER ST, Tacoma	1
3401A S ORCHARD ST, Tacoma	1
3802 MCKINLEY AVENUE, Tacoma	1
3825 NORTH 25TH ST, Tacoma	1
4002 N WATERVIEW ST, Tacoma	1
4701 NORTH 41ST ST, Tacoma	1
4731 NORPOINT WAY NE, Tacoma	1

Request for Information

Template Revised: 11/24/2020

5140 N 26TH ST, Tacoma	1
5448 SOUTH WARNER ST, Tacoma	1
6415 MCKINLEY AVENUE, Tacoma	1
7217 6TH AVENUE, Tacoma	1
7247 SOUTH PARK, Tacoma	1
910 TACOMA AVE S, Tacoma	1
942 Pacific Avenue , Tacoma	1
Remote location outside of City of Tacoma	
253 Hydro Lane, Silver Creek	2
199 Salmon Lane, Salkum	2
46502 State Route 7 E, LaGrande	1
36932 SE Green River Headworks, Ravensdale	1
30 North Dow Creek Drive, Hoodsport	1
3002 224th St E, Spanaway	1
439 Onion Rock Lane, Mossyrock	1
13004 Reservoir Rd E , Puyallup	1
1377 Falls Road, Randle	1