



801 228th Avenue SE • Sammamish, WA 98075 • Phone: 425-295-0500
www.sammamish.us

Request for Proposal: #2023-016
Asset Management Software
801 228th Avenue SE
Sammamish, WA 98075

1.01 Invitation, Project Background, Purpose and Objectives, Budget:

The City of Sammamish is soliciting qualification submittals from firms to provide an asset management software for Facility and Fleet utilization. The scope of the project should include the provision of the software, activation, ongoing updates, and support. Questions about this RFP may be directed to Colleen Rupke, Contract Administrator, at crupke@sammamish.us .

PROJECT BACKGROUND, PURPOSE AND OBJECTIVES

The City of Sammamish has various facilities with specific assets to each site. As well as approximately 50+ vehicles and 100+ pieces of equipment (trailers, mowers/tractors, ATV's, snow plows & sanders, etc.) available for City Staff to utilize for daily duties.

We are seeking a partnership who is able to:

- Provide an asset management software that meets our base needs.
- Work well as part of a team to meet functionality and online design specifications.
- Coordinate software/application upload and launch.
- Provide ongoing updates and support.

PROJECT BACKGROUND

The City of Sammamish currently does not have a modern facility and fleet management software to keep track of daily service repair requests and tracking. Currently all service requests are submitted through paper forms or via email.

PROJECT PURPOSE AND OBJECTIVES

Our goal is to provide:

- Intuitive functionality for submitting facility and/or fleet service repair requests.
- Track preventative and reactive maintenance of facility assets.
- Track preventative and reactive maintenance of fleet assets.
- Evaluating full lifecycle of facility and fleet assets; comparing repair costs and original purchase costs for budgeting replacements.
- Intuitive functionality for maintenance workers for work order assignment, prioritization, and work completion.

BUDGET

For the first-year implementation, a *Not-To-Exceed (NTE)* amount of \$25,000 is budgeted for this project, with \$15,000 annually allocated and is inclusive of all annual fees, customization, and maintenance costs.

1.02 Communication/Coordination:

Upon release of this request for proposal (RFP), all vendor communications concerning this information request should be directed in writing to the Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City.

Name: **Colleen Rupke, Contract Administrator**
 Cell Phone: **206-316-0861**
 email: crupke@sammamish.us

2.01 Proposal Schedule and Submittal Process:

Proposals shall be submitted via e-mail to:

crupke@sammamish.us
 City of Sammamish
 Attn: **Colleen Rupke, Contract Administrator**

Late submittals will not be accepted.

EVENT	DATE
RFP Release Date:	Wednesday, April 19, 2023
Proposal Responses Due	Friday, May 12, 2023 No later than 3:00 PM PST
Interview Short Listed Firms:	Tentatively the week of May 22-26, 2023
Contract Award:	The week of June 12, 2023

Submittal Process

Qualification submittals (Attachment A) are sought from firms with recognized expertise in asset management software. Upon selection, the City and the firm will work together to refine and develop a detailed project. Please submit Annual Cost Estimates for project implementation and annual fees with Qualification Submittals.

Qualification submittals (**Attachment A**) should include the following:

Statement of Interest

Describe your interest in this project and how your software/application aligns with the project purpose and objectives.

Approach

Describe your understanding of the project purpose and objectives and approach to project design and implementation. Outline the steps to transition from data spreadsheet to the upload, testing and live activation of the new application/software. Include a specific timeline.

Project Team

Provide a brief description of the individuals on the consultant team including their relevant experience, qualifications, and project roles.

Project Experience

Please provide the following information for no more than (3) three relevant projects with similar scope that have been completed:

- Name of city/entity.
- Software/application transitioned from.
- Year completed.
- References (name, title, address, phone number and email)

All costs for developing submittals in response to this RFP are the obligation of the Firm and are not chargeable to the City. All submittals will become property of the City and will not be returned. Submittals may be withdrawn at any time prior to the published close date, provided notification is received in writing to Colleen Rupke, Contract Administrator, at crupke@sammamish.us . Submittals cannot be withdrawn after the published close date.

2.02 Mandatory Site Visit Information

No site visit is required.

2.03 Amendments

The City reserves the right to request that any respondent clarify its proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

The City reserves the right to issue multiple awards based on the specialty of the supplier and to ensure adequate and timely services.

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or re-issue the RFP. All such addenda will become part of the proposal. If an amendment is issued, vendors must include an "Acknowledgement of Amendment" in their final proposal.

2.04 Proposal Withdrawal

Proposals may be withdrawn at any time prior to the submission time specified in Section 2.01 provided notification is received in writing. Proposals cannot be changed or withdrawn after the time designated for receipt unless the award is delayed for a period exceeding 60 calendar days.

2.05 Proposal Modification and Clarification

Modification of a proposal already received will be considered only if the request is received prior to the submittal deadline. All modifications must be made in writing, executed and submitted in the same form and manner as the original proposal.

2.06 Proposal Sheet

The proposal sheet to be utilized is at the end of this RFP. It is to be fully completed by the vendor along with the vendor information and signature page that follows.

The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself\herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

Incomplete proposals and proposals received after the time fixed for the opening will not be considered. Faxed responses are not acceptable.

2.07 Consultant Selection and Award

The City intends to schedule software demonstrations with the consultants who provide a qualification submittal that, in the opinion of the City, best meets all of the below listed evaluation criteria (receives the highest score) as determined by the City’s selection committee. Chosen firms will be scheduled for an interview in May 2023.

Software demonstrations should focus on these items at a minimum: how to add assets, create re-occurring preventative maintenance tasks, creating work orders (customer requests, management created & maintenance worker created), creating reports and asset history, asset lifecycle planning, mobile work order workflows. Software demonstrations will be no more than one (1) hour in duration.

Upon selection of a consultant, the City intends to enter into an agreement using its standard Agreement for Services – Information Technology Consultant, which shall be used to secure these services.

See Attachment A for Qualification Submittals

See Attachment B for a sample contract – Agreement for Services - Information Technology Consultant.

Evaluation Criteria is as follows:

Evaluation Criteria	Weight
1. Ease of Use <i>The level of ease required to learn and use the software.</i>	20%
2. Software Comprehensiveness <i>The level which the software meets the required criteria.</i>	25%
3. Product Versatility and Longevity <i>The apparent adaptability of the software and the length of time it appears it will serve the City's needs.</i>	20%
4. Value for Cost <i>The software's capabilities compared to its cost.</i>	20%
5. Impression of Firm <i>Your impression of the firm's ability to provide initial and continued product and customer support to the City.</i>	15%
Total	100%

The City reserves the right to award the contract based on scoring of the above criteria.

2.08 Proposal Rejection

The City reserves the right to reject any or all proposals or waive any irregularities and informalities in the proposals submitted and accepted by the City.

2.09 Proposal Validity Period

Submission of a proposal will signify the vendor's agreement that its proposal and the contents thereof are valid for 90 days following the submission deadline unless otherwise agreed to in writing by both parties. The proposal will become part of the contract that is negotiated between the City and the successful vendor.

2.10 Public Records

Under Washington State law ([RCW Chapter 42.56](#)) the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this RFP or Proposal (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. Furthermore, "the documents" shall become the property of the City.

2.11 Compliance Requirements

In addition to the requirements specified in the attached sample contract, as listed below, the vendor awarded a contract shall comply with federal, state and local laws, statues, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection by waste reduction and recycling; the protection of natural resources; permits; fees; licenses; taxes; and similar subjects.

2.12 Contract Requirements

See attached sample contract for further contractual requirements, which may include but are not limited to:

1. Payments
2. Warranties/Guaranty
3. Insurance Requirements
4. Indemnification/Hold Harmless
5. Contractors State Contractor License & UBI number
6. Copy of Contractor's City business license.

2.13 Contract Execution

The City shall not be bound or in any way obligated until both parties have executed a contract. If the selected vendor fails to sign the contract within ten (10) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next highest ranked vendor.

All parties may incur no cost chargeable to the proposed contract before the date of the execution of the contract.

Please note the Estimated Contract Value, indicated above, is expressed as a "Not to Exceed" amount, which represents the maximum amount of funds the City has dedicated to fund this contract. The contractor expressly agrees that the "Not to Exceed" amount does not necessarily represent the amount the City will pay the contractor for services, and the Estimated Contract Value may not be expended in its entirety.

3.01 Vendor Information

The forms referenced below must be submitted with the vendor proposal. Please mark those areas that do not apply to your proposal with an "N/A" – Do not leave any space blank.

3.02 Signatures

- An authorized representative must sign the proposal, with the vendor's address and telephone information provided. Unsigned proposals will not be considered.
- If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- If the proposal is made by a firm or partnership, the name and mailing address of the firm or partnership and the signature of at least one of the general partners must be shown.
- The City reserves the right to request documentation showing the authority of the individual signing the proposal to execute contracts on behalf of anyone, or any corporation, other than himself/herself. Refusal to provide such information upon request may cause the proposal to be rejected as non-responsive.

3.03 Performance Expectations

If the vendor has had a contract terminated for default during the past five (5) years, all such incidents must be disclosed. "Termination for default" is defined as notice to stop performance due to the vendor's non-performance or poor performance. If contract was terminated for non-allocation of funds or any other reason, please explain in full detail.

The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that completion of a contract resulting from this proposal may be jeopardized by selection of the vendor.

All vendors must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

3.04 Insurance Requirements

The Contractor shall agree to and abide by the insurance requirements detailed in the contract attached to this Request for Proposal.

3.05 Title VI Statement:

The City of Sammamish, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3.06 Scope of Work

Project: Asset Management Software

PROJECT SCOPE OF SERVICES

The following is a preliminary scope of work with responsibilities, to be refined per the overall project budget during contract negotiations.

- Determination of minimal system requirements to effectively utilize software/application.

- Consultation and review of existing Cityworks software and data integration from a Facility Condition Assessment of assets into a new system.

- Specific timeline creation for upload and transfer of data, testing and live rollout including assigned responsibilities.

- Inception of software/application upload.

- Follow-up support and issue resolution.



Vendors Document Checklist

The following items must be submitted or your proposal may be declared non-responsive.

- Attachment A – Qualification Submittals**



Asset Management Software

Attachment A – Qualifications Submittals

Company: _____

Company Represented Contact: _____

Statement of Interest

Describe your interest in this project and how your software/application aligns with the project purpose and objectives.

Approach

Describe your understanding of the project purpose and objectives and approach to project design and implementation. Outline the steps to transition from data spreadsheet to the upload, testing and live activation of the new application/software. Include a specific timeline.

Project Team

Provide a brief description of the individuals on the consultant team including their relevant experience, qualifications, and project roles.

Project Experience

Please provide the following information for no more than (3) three relevant projects with similar scope that have been completed:

- Name of city/entity.
- Software/application transitioned from.
- Year completed.
- References (name, title, address, phone number and email)

Cost Estimates

Please provide the following information.

- Annual or Monthly Service Fee (Year 1 Costs) \$ _____
- Annual or Monthly Service Fee (Year 2 + Ongoing Costs) \$ _____
- Training or Support Fees \$ _____
- Average fee increases last 5 years % _____
- Add-on or Upgrade Fees; please list below \$ _____

Name of Vendor

By: _____
Authorized Signature

Title: _____

Date _____



Attachment B - Sample Contract

801 228th Avenue SE · Sammamish, WA 98075
Phone: 425-295-0500 · Fax: 425-295-0600
www.sammamish.us

AGREEMENT FOR SERVICES INFORMATION TECHNOLOGY CONSULTANT	
	Yes No
Insurance Required?	If Yes – See Paragraph 5

This Agreement is made and entered, by and between the City of Sammamish, Washington, a Washington municipal corporation, hereinafter referred to as the "City," and

Consultant Name: _____ hereinafter referred to as the "Consultant."

Project Description: _____

Commencing: _____

Terminating: _____

WHEREAS, the City desires to have certain services performed for its citizens; and

WHEREAS, the City has selected the Consultant to perform such services pursuant to certain terms and conditions;

NOW, THEREFORE, in consideration of the mutual benefits and conditions set forth below, the parties hereto agree as follows:

- 1. Scope of Services to be Performed by Consultant.** The Consultant shall perform those services described in Exhibit "A" of this agreement. Consultant shall perform all services diligently and completely and in accordance with professional standards of conduct and performance and shall comply with all federal, state and local laws and regulations applicable to the performance of such services.
- 2. Contract Documents.** The Agreement consists of the following documents, which are all incorporated by reference:
 - a) This Agreement and all exhibits attached thereto;
 - b) The Request for Proposal, Request for Qualifications, Invitation to Bid, or other City-issued request for project submittals;
 - c) The submitted project quote, bid or proposal;
 - d) All documents required under this Agreement, including but not limited to documentation evidencing insurance, if applicable;
 - e) W-9 Request for Taxpayer Identification #;
 - f) Scope of Work (hereinafter referred to as "Work").

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the Work, and the terms and conditions of payment therefore. The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

3. **Payment.** The City shall pay the Consultant for the Work rendered according to the following procedures and subject to the following requirements.

The City shall pay the Consultant:	Fill in applicable method of payment
According to the rates set forth in "Exhibit A"	
A sum not to exceed: (incl W.S.S.T., if applicable)	\$
Other (ex. Hourly):	\$

3.1 The Consultant shall submit invoices to the **City of Sammamish Accounts Payable Department**, ap@sammamish.us for the work performed. The City agrees to pay the Consultant for the actual work completed to the satisfaction of the City and in conformance with this Contract. The City shall pay the Consultant for services satisfactorily rendered within ten days after City Council approval of each such payment.

3.2 The Consultant shall complete and return the attached Form W-9, "Request for Taxpayer Identification Number" prior to or along with the first invoice submittal. In order for you to receive payment from the City of Sammamish, they must have either a Tax Identification Number or a Social Security Number. The Internal Revenue Service Code requires a Form 1099 for payments to every person or organization other than a corporation for services performed in the course of trade or business. Further, the law requires the City to withhold 20% on reportable amounts paid to unincorporated persons who have not supplied us with their correct Tax Identification Number or Social Security Number.

3.3 If during the course of the Contract, the work rendered does not meet the requirements set forth in the Contract, the Consultant shall correct or modify the required work to comply with the requirements of the Contract. The City shall have the right to withhold payment for such work until it meets the requirements of the Contract. No payment shall be made for any work performed by the Consultant except for the work identified and set forth in this Contract.

4. **Termination**

4.1 This City reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon seven days prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models, reports or other materials prepared by the Consultant pursuant to this Agreement shall promptly be submitted to the City

4.2 In the event this Agreement is terminated or suspended, the Consultant shall be entitled to payment for all services performed and reimbursable expenses incurred to the date of termination

4.3 This Agreement may be cancelled immediately if the Consultant's insurance coverage is canceled for any reason, or if the Consultant is unable to perform the services called for by this Agreement.

4.4 The Consultant reserves the right to terminate this Agreement with not less than fourteen days written notice, or, in the event, that outstanding invoices are not paid within sixty days.

4.5 This provision shall not prevent the City from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

5. **Indemnification / Hold Harmless**

Consultant shall defend, indemnify and hold the City of Sammamish, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City of Sammamish.

However, should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City of Sammamish, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City of Sammamish's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant shall obtain insurance of the types and coverage described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written at least as broad as Insurance Services Office (ISO) form CA 00 01.
2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap, independent contractors and personal injury and advertising injury. The City of Sammamish shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City of Sammamish using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of City of Sammamish confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the City of Sammamish, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or City of Sammamish data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the City of Sammamish or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect the City of Sammamish. Any insurance, self-insurance, or self-insured pool coverage maintained by the City of Sammamish shall be excess of the Contractor's insurance and shall not contribute with it.

F. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

G. Verification of Coverage

The Consultant shall furnish the City of Sammamish with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Agreement before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the City of Sammamish with written notice of any policy cancellation within two business days of their receipt of such notice.

I. Failure to Maintain Insurance

Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the City of Sammamish may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement 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 the City of Sammamish on demand, or at the sole discretion of the City of Sammamish, offset against funds due the Consultant from the City of Sammamish.

J. City of Sammamish Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the City of Sammamish shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished the City of Sammamish evidences limits of liability lower than those maintained by the Consultant.

K. Safeguarding of Personal Information

The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of City of Sammamish or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by City of Sammamish and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and City of Sammamish mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify City of Sammamish in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by City of Sammamish. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

- 6. Independent Contractor.** The Consultant and the City agree that the Consultant is an independent contractor with respect to the services provided pursuant to this Agreement. The Consultant will solely be responsible for its acts and for the acts of its agents, employees, sub consultants, or representatives during the performance of this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto.

**7. Title VI Compliance.
(Appendix A – Title VI Assurances)**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- 7.1 Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Washington State Department of Transportation, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- 7.2 Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- 7.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- 7.4 Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any

information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Washington State Department of Transportation, as appropriate, and will set forth what efforts it has made to obtain the information.

7.5 Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Non discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Washington State Department of Transportation may determine to be appropriate, including, but not limited to: withholding payments to the contractor under the contract until the contractor complies; and/or cancelling, terminating, or suspending a contract, in whole or in part.

7.6 Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Washington State Department of Transportation may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

(Appendix E – Title VI Assurances)

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination

because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

8. **Non-Endorsement:** As a result of the selection of a consultant to supply services to the City, the Consultant agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.
9. **Non-Collusion:** By signature below, the Consultant acknowledges that the person, firm, association, co-partnership or corporation herein named, has not either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in the preparation or submission of a proposal to the City for consideration in the award of a contract on the specifications contained in this Contract.
10. **Business License.** The Consultant will be required to obtain a City of Sammamish business license prior to performing any services and maintain the business license in good standing throughout the term of its agreement with the City. A city business license application can be found at: <http://www.bls.dor.wa.gov/cities/sammamish.aspx>."
11. **Waiver.** Waiver by the City of any breach of any term or condition of this Agreement shall not be construed as a waiver of any other breach.
12. **Assignment and Subcontract.** The Consultant shall not assign or subcontract any portion of the services contemplated by this Agreement without the prior written consent of the City.
13. **Conflict of Interest.** The City insists on the highest level of professional ethics from its consultants. Consultant warrants that it has performed a due diligence conflicts check, and that there are no professional conflicts with the City. Consultant warrants that none of its officers, agents or employees is now working on a project for any entity engaged in litigation with the City. Consultant will not disclose any information obtained through the course of their work for the City to any third party, without written consent of the City. It is the Consultant's duty and obligation to constantly update its due diligence with respect to conflicts, and not the City's obligation to inquire as to potential conflicts. This provision shall survive termination of this Agreement.
14. **Confidentiality.** All information regarding the City obtained by the Consultant in performance of this Agreement shall be considered confidential. Breach of confidentiality by the Consultant shall be grounds for immediate termination unless such disclosure is required by law or court order.
15. **Non-appropriation of Funds.** If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will so notify the Consultant and shall not be obligated to make payments for services or amounts incurred after the end of the current fiscal period. This Agreement will terminate upon the completion of all remaining services for which funds are allocated. No penalty or expense shall accrue to the City in the event that the terms of the provision are effectuated.
16. **Entire Agreement.** This Agreement contains the entire agreement between the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the parties. Either party may request changes to the Agreement. Changes which are mutually agreed upon shall be incorporated by written amendments to this Agreement.
17. **Record Keeping and Reporting.**
 - 17.1 The Consultant at such times and in such forms as the City may require, shall furnish to the City such statements, records, reports, data, and information as the City may request pertaining to matters covered by this Agreement. All of the reports, information, data, and other related materials, prepared or assembled by the Consultant under this Agreement and

any information relating to personal, medical and financial data (if applicable) will be treated as confidential only as allowed by Washington State laws regarding disclosure of public information, [Chapter 42.56, RCW](#)

- 17.2** The Consultant shall at any time during normal business hours and as often as the City may deem necessary, make available for examination all of its records and data with respect to all matters covered, directly or indirectly, by this Agreement and shall permit the City or its designated authorized representative to audit and inspect other data relating to all matters covered by this Agreement. The City shall receive a copy of all audit reports made by the agency or firm as to the Consultant's activities. The City may, at its discretion, conduct an audit, at its expense, using its own or outside auditors, of the Consultant's activities which relate, directly or indirectly, to the Agreement.
- 17.3** On payment to the Consultant by the City of all compensation due under this contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.
- 17.4** Consultant will provide all original operation and maintenance manuals, along with all warranties, from the manufacturer for any equipment or items installed or supplied to the City as part of this contracted project.
- 17.5** The Consultant shall maintain accounts and records, including personnel, property, financial, and programmatic records, which sufficiently and properly reflect all direct and indirect costs of any nature expended and services performed pursuant to this Agreement. The Consultant shall also maintain such other records as may be deemed necessary by the City to ensure proper accounting of all funds contributed by the City to the performance of this Agreement.
- 17.6** The foregoing records shall be maintained for a period of seven years after termination of this Agreement unless permission to destroy them is granted by the Office of the Archivist in accordance with RCW Chapter 40.14 and by the City.

18. Ownership of Documents

On payment to the Consultant by the City of all compensation due under this Contract, all finished or unfinished documents and material prepared by the Consultant with funds paid by the City under this Contract shall become the property of the City and shall be forwarded to the City. Any records, reports, information, data or other documents or materials given to or prepared or assembled by the Consultant under this Contract will be kept confidential and shall not be made available to any individual or organization by the Consultant without prior written approval of the City or by court order.

19. Applicable Law; Venue; Attorneys' Fees.

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be exclusively in King County, Washington. The prevailing party in any such action shall be entitled to its attorneys' fees and costs of suit, which shall be fixed by the judge hearing the case and such fee, shall be included in the judgment.

20. Severability.

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the City and the Consultant, who agree that the Agreement shall be reformed to replace such stricken provision or part with a valid and enforceable provision that comes as close as reasonably possible to expressing the intent of the stricken provision.

21. Performance During Covid-19.

Contractor shall comply with the United States Department of Labor Occupational Safety and Health Administration's (OSHA) requirements regarding COVID19 prevention, protection, and containment; these requirements can be found at the following link to OSHA's website: <https://www.osha.gov/Publications/OSHA-FS-3747.pdf>.

22. Notices. Notices to the City of Sammamish shall be sent to the following address:

City of Sammamish
801 228th Avenue SE
Sammamish, WA 98075
Phone number: (425) 295-0500

Project Manager:

Email:

Notices to the Consultant shall be sent to the following address:

Company Name:

Contact Name:

Street Address:

Phone Number:

Cell Number:

Email:

By signing below, you agree to all the terms and conditions herein.

CITY OF SAMMAMISH, WASHINGTON

By (Print Name):

Date

Signature

Title

COMPANY:

By (Print Name):

Date

Signature

Title

CONTRACT NUMBER

For Office Use Only

Received by:

City Clerk

Date

Received by:

Contract Administrator

Date

BARS #

SAMPLE



801 228th Avenue SE • Sammamish, WA 98075
Phone: 425-295-0500 • Fax: 425-295-0600
www.sammamish.us

EXHIBIT A
Scope of Work

SAMPLE



Request for Consultant Payment

Invoice Number: _____ **Date of Invoice:** _____

Consultant: _____

Mailing Address: _____

Phone: _____

Contract Period: _____ **to** _____ **Reporting Period:** _____ **to** _____

Specific Program or Project: _____

BARS/Budget No. _____ **Contract #:** _____

AUTHORIZING DEPARTMENT WILL ATTACH A COPY OF THIS FORM TO PAYMENT

Total Contract Amount:	\$	_____ -
Previous Payments:	\$	_____ -
Invoice Amount - Charge for Services (Less Reimbursable Expenses and Sales Tax)	\$	_____ -
Sales Tax (If Applicable) <u>10.0%</u>	\$	_____ -
Subtotal Invoice (Less Reimbursable Expenses)	\$	_____ -
Reimbursable Expenses:	\$	_____ -
TOTAL PAYMENT TO CONSULTANT:	\$	_____ -
Remaining Balance on Contract (Does not Include Reimbursable Expenses)	\$	_____ -
Total Reimbursable Expenses to Date: (Current Payment plus Previous Payments)	\$	_____ -

ATTACH ITEMIZED DESCRIPTION OF SERVICES PROVIDED

Requesting Department: _____

Project Manager/Staff Contact: _____

Approved for Payment By: _____ **Date:** _____
(Department Director)