



City of Renton, Washington

Request for Proposal

Email Archival System

www.RentonWA.gov

Issue Date: March 23, 2018

Due Date: April 19, 2018

REQUEST FOR PROPOSAL

Notice is hereby given that the City of Renton requests proposals for an:

Email Archival System

Respondents may express interest and request consideration for said project by filing with the City Clerk's office.

You may submit your proposal by either physical copy or email.

Physical mail:

Renton City Clerk's Office – 7th Floor
1055 S Grady Way
Renton, WA 98057-3232
RE: Email Archival System

Email:

EmailArchivalRFP@rentonwa.gov

Proposals received later than **4:00 PM on April 19, 2018 Pacific Time** will not be considered.

Please submit any questions regarding this RFP to EmailArchivalRFP@rentonwa.gov by April 6, 2018. Responses to questions will be posted on the City of Renton website at <http://www.rentonwa.gov/bids> by April 12, 2018. It is the responsibility of any proposer to review the City's website for any RFP revisions or answers to questions prior to submitting a proposal.

The City of Renton reserves the right to reject any and all proposals in part or in full for any reason. The City also reserves the right to change, cancel, or re-issue this RFP at any time. This RFP does not obligate the City of Renton to pay any costs incurred by the respondents in the preparation and submission of a proposal, nor does it obligate the City to accept or contract for any expressed or implied services.

The successful vendor must comply with local, state, and federal requirements regarding equal opportunity and employment practices and the City of Renton Professional Services Agreement. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability. Women and minority business enterprises are encouraged to submit proposals.

Published: March 23, 2018

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1. INTRODUCTION

1.1. Purpose of this RFP

The City of Renton, WA (the “City”) seeks to replace its current email archiving solution (Unlimited Mailbox) with an easy to manage, sustainable, and scalable solution that provides comprehensive email archiving, retention, and search capabilities. City staff intend to use the system to apply retention rules and litigation holds on email. The solution will provide a powerful, yet user-friendly and efficient way for City staff to search the email archive, fulfill public email record requests, and perform eDiscovery.

1.2. About the City of Renton, WA

The City of Renton serves about 102,700 residents in the Puget Sound region of Washington State. The City’s mission is to provide quality, timely and responsive services to its residents in the most cost-effective manner.

The vision of the City of Renton is to be the center of opportunity in the Puget Sound Region where families and businesses thrive. The supporting mission in partnership and communication with residents, businesses, and schools, is dedicated to:

- Providing a safe, healthy, welcoming atmosphere where people choose to live
- Promoting economic vitality and strategically positioning Renton for the future
- Supporting planned growth and influencing decisions that impact the city
- Building an inclusive informed city with opportunities for all
- Meeting service demands through high quality customer service, innovation, a positive work environment, and a commitment to excellence

The City operates under the laws of the State of Washington as an “optional municipal code city”. Renton is governed with a mayor-council form of government with 8 elected officials.

Day to day operation of the City is carried out by more than 700 employees at the direction of the Mayor. The City provides a host of services to residents and local businesses: Police, Utilities (water, wastewater, and storm water), Transportation (Street construction and maintenance), Parks and Recreation, Planning and Zoning, Municipal Courts, and General Government services (Animal control, jail services, and museum system). Information Technology also contracts services to the Renton Regional Fire Authority (RRFA) for all of their technology needs.

1.3. Primary use case of our email archival system

The City will use the email archival system primarily for email retention and public record requests. The Clerk’s office manages the email use and retention policy at the City of Renton, adhering to the State of Washington record retention schedules. The Clerk’s office and Police Department office also handle administrative and police records requests, handling up to 6,500 requests annually.

1.4. Technology environment at the City

- Workstations - The computing environment at City includes approximately 700 workstations in approximately 43 municipal locations throughout the city. Desktop and laptop computers are configured with Microsoft Windows 7 or Microsoft Windows 10 64-bit operating system. All hardware is less than 5 years old, and includes a minimum of an Intel i5 2.9 GHz processor and at least 4 GB of RAM. Each computer is managed by a domain policy using Microsoft Active Directory. Each computer uses the City's trusted TCP/IP network for service delivery. The standard desktop software suites in most of the City are Microsoft Office 2013 and 2016.
- Servers - The City's network contains approximately 80 servers, both physical and virtual. The City's preferred server operating system is Microsoft Server 2012 R2 or newer. City networks operate at 10 GB, internally.
- Database Management System (DBMS) - The City utilizes and supports Microsoft SQL 2014 or newer databases.
- Electronic Message System - The City's standard email platform is currently Microsoft Exchange Server 2010. There are over 1,000 mailboxes in the City's Exchange system, composed of several hundred employee email accounts and a couple hundred shared/resource mailboxes. Current Microsoft Exchange storage size is approximately 2 TB, and the size of the existing email archive is approximately 4.5 TB.
- Internet Connectivity and Use - If a system provides the capability of software updates through the Internet, it is the expectation that the City's IT Division will download and coordinate the installation of updates. The City currently supports Microsoft Internet Explorer, Google Chrome, and Mozilla Firefox web browsers.
- Backup and Disaster Recovery – The City currently has an enterprise backup system to backup all systems, applications, and user data. Backups are retained based on retention schedule.

2. RFP INFORMATION

2.1. Procurement schedule

Milestone	Date
RFP Published	March 23, 2018
Questions due via email	April 6, 2018 @ 4:00 PM
Responses to questions posted by	April 12, 2018 @ 4:00 PM
Proposals due no later than	April 19, 2018 @ 4:00 PM
Conduct Vendor Interviews/Site visits	May 8, 2018 @ 4:00 PM *
Select Vendor	July 8, 2018 *
Contract Finalization	August 3, 2018 *
Kick Off Project	August 20, 2018 *

* Estimated dates

Table 1 – Procurement Schedule

All times and dates given are Pacific Time. The City reserves the right to modify the procurement schedule at the City's discretion.

2.2. RFP Contact information

The following RFP Coordinator is the City's only official point of contact for this RFP:

Renton City Clerk's Office – 7th Floor
1055 South Grady Way
Renton, WA 98057
EmailArchivalRFP@rentonwa.gov

2.3. Letter of intent

Vendors who wish to submit proposals are encouraged to inform the City of their intent to submit a proposal by emailing intent to EmailArchivalRFP@rentonwa.gov

2.4. Questions regarding this RFP

Interested parties must direct all questions regarding this RFP to:

EmailArchivalRFP@rentonwa.gov

Questions must be submitted by April 06, 2018 4:00 PM PST.

Responses to questions will be posted on City's website at:

<http://rentonwa.gov/bids> by April 12, 2018 4:00 PM PST.

Please note: It is the responsibility of the proposer to review the City's website for any RFP revisions or answers to questions prior to submitting a proposal.

3. GOALS AND OBJECTIVES

3.1. Goals of this project

- 3.1.1. Implement a sustainable, scalable, fault tolerant solution that will enable staff to easily manage email archiving, retention, public records requests, and eDiscovery.
- 3.1.2. The City continues to meet applicable laws for State of Washington retention schedules and public disclosure for email.

3.2. Objectives of this project

- 3.1.3. **Full compatibility and integration** with City's Microsoft Exchange Server 2010, and the ability to work with future Microsoft Exchange products, for example Microsoft Exchange Server 2016.
- 3.1.4. **Ensure the City continues to meet applicable laws for State of Washington retention schedules (RCW 40.14) for email.** The City is legally obligated to retain email records in a way that is compliant with the State of Washington's document retention laws. The City must be able to identify email records, apply the appropriate retention policy, and properly dispose of email records in accordance with applicable laws when the retention period has been satisfied.
- 3.1.5. **Ensure the City continues to meet applicable public disclosure laws for email content (RCW 42.56).** The City is legally obligated to fulfill public disclosure requests in accordance with applicable laws. The City must be able to properly identify email records to fulfill a given request, ensure immutability of the email, and have the ability to redact information that is exempt from disclosure. The City must be able to export all email that is responsive to the given request its native format (EML or PST) and make it available on GovQA (<https://govqa.com>).
- 3.1.6. **Improve the City employee experience and efficiency in fulfilling public records requests.** City staff receive a large volume of ever increasing public disclosure requests each year. The solution implemented will afford City staff a user friendly way to quickly search for and identify all email records that are responsive to a public disclosure or eDiscovery request, and efficiently manage each request from intake to fulfillment.
- 3.1.7. **Enable all City employee end-users to leverage the archive to perform search and retrieval of their own email.** The implemented solution will enable all end-users of the City's Microsoft Exchange platform to easily perform search and retrieval of email in the archive, from a web client and also from within the Exchange client. This will enable us to be leaner in our Exchange environment storage, and provide a self-service way for end-users to rely more on the archive for their own email search and retrieval.

3.3. Requirements of the email archival system

The technical and functional requirements of the email archival system are broken out into two categories: capabilities the system must have (mandatory), and capabilities the system should have (ideal, but can be optional). **Requirements are listed in Section 7.3, Form 11 of this document.** You must clearly show that your product or service meets the mandatory requirements, or your proposal may be rejected as non-responsive.

4. RFP SUBMISSION

4.1. Proposal identification

Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the proposal. A corporation must indicate place and date of incorporation.

4.2. Proposal document format

The City requires either a printed response, unbound (double sided) OR one digital copy in PDF or DOCX format. Company sales literature and project staff resumes may be attached.

4.3. Proposal submission

Your proposal must be submitted on or before 4:00 P.M. Pacific Time on April 19, 2018 by either physical copy or email.

Physical address:

Renton City Clerk's Office – 7th Floor
1055 S Grady Way
Renton, WA 98057-3232
RE: Email Archival System RFP

Email address:

EmailArchivalRFP@rentonwa.gov

4.4. Proposer responsibility

Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered to the location designated at or before the deadline set forth above. Proposers are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the City, may lengthen the amount of time necessary to deliver the proposal, whether the proposal is submitted in person, by mail, or by email.

4.5. Proposal completeness

By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFP, unless the City provides a written request that they submit additional written materials. Absent such written request, proposers are instructed not to submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

4.6. Public record

Proposals may be released in total as public information in accordance with the requirements of the laws covering same. Any proprietary information must be clearly marked.

4.7. Proposal validity duration

Proposal and cost schedule shall be valid and binding for 90 days following proposal due date and will become part of the contract that is negotiated with the City.

5. RFP EVALUATION, SELECTION, AWARD PROCESS

5.1. Proposal evaluation

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria:

- Ability of the product to perform the technical and functional requirements as described in Form 11
- Project management and implementation plan
- Cost, rates, and fees
- Proposal responsiveness
- Firm/Consultant qualifications, experiences, references

6. CONTRACT AWARD AND EXECUTION

6.1. Selected proposals

Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the vendor.

6.2. Awarding proposal

The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.

6.3. Conditions

The general conditions and specifications of the RFP as proposed by the City and the successful vendor's response, and amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

6.4. Contract

The vendor selected as the apparently successful vendor is expected to enter into a contract with the City as described in the sample provided in Exhibit A.

6.5. No cost before receipt

No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

7. RFP RESPONSES (REQUIREMENTS TO SUBMIT YOUR PROPOSAL)

7.1. Proposal content

Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content, and adherence to the response format required by this RFP.

7.2. Description of forms used to submit your proposal

Form 1: Company Contact Information and Response Outline

Form 1 is where you provide your company name and contact information. Please note that the contact provided must be authorized to bind your company into contractual agreements, and this is the contact the City will use for all correspondence related to this RFP. Form 1 also outlines all of the items expected in your response, and in which of the forms the items are expected.

Form 2: Cover Letter

Signed by vendor representative authorized to bind the proposing firm contractually.

Form 3: Table of Contents

Please provide a table of contents for your proposal.

Form 4: Executive Summary

Provide a one-page, high-level overview of your proposed solution.

Form 5: Vendor Contact Information Requirements

Form 5 is where you provide more detailed information about your company, including the number of years in business, your company size, and how many customers are using your product.

Form 6: Qualification and Experience

Use Form 6 to describe your experience implementing Email Archival System Software in a government setting.

Form 7: Client references

Form 7 is where you provide a list of references of at least three (3) completed or current projects of this size and nature within the last three years. Municipal references are preferred. Qualifications and experience for proposed sub-consultants should also be included. The City reserves the right to contact references without prior notification.

Form 8: Approach/Methodology

Use Form 8 to provide a narrative which shows your firm's understanding of the project's requirements and documents a logical approach to the project scope of work. Include a general work plan, as well as the proposed approach to undertaking the scope of work.

Form 9: Project Management/Schedule

Use Form 9 to describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling, and cost control. The Project management proposal must include:

- Project kick off meeting
- Regularly scheduled project team meetings
- Written progress reports
- Issue/risk management techniques

Form 10: Implementation Plan & Training

The responder will develop a detailed implementation plan included in their response to this proposal. The implementation plan must at a minimum include:

- Hardware installation
- Software installation
- Software configuration
- Software integration with existing email environment
- Migration of existing archived email (optional)
- Testing
- Validation
- User training
- Client deployment

The responder must list training options, time requirements, and "Best Practice" recommendations in the proposal. Training options should include:

- End User
- System Administration

Responder must list in the proposal whether the training is provided offsite or onsite, training duration, and the training level.

The responder will work with City project staff to determine exact training requirements prior to application installation.

Form 11: Technical and Functional Requirements

The matrices on Form 11 identify the technical and functional needs that the proposed system should meet. This form provides the required format for vendor responses. Vendors must provide an answer for every requirement. If the requirement does not pertain to the proposal being submitted, “N/A” must be placed in the requirement. Use the key provided in Table 2 below to determine which code to place in each of the requirement matrices of Form 11.

Table 2 – Key for filling out Form 11

Matrix Column	Description
<p>Code</p>	<p>3 - System can completely meet this requirement with no custom code and no additional expense. For example, this code should be used when the requirement can be met by populating a table or modifying a screen so long as these tables or screen changes would not affect system update.</p>
	<p>2 - System can meet requirement with minor code modifications with no impact on future releases. Modifications are placed in production by the implementation date with no additional cost for modification; the modification becomes part of the next system release.</p>
	<p>1 - System will not meet requirement and will require modification(s). Testing and production of modifications will be in place prior to implementation date; however, the customer will assume a cost above the basic system cost for future updates.</p>
	<p>0 - System will not meet requirement, and modification in time for implementation is not possible.</p>
	<p>N/A – The requirement does not apply to the proposal</p>
<p>Comments</p>	<p>In this column, please provide additional information about your responses. In particular, we want to know:</p> <ul style="list-style-type: none"> • If your description includes any features that are not part of the base system package. • If your response includes uses of third party software, ad-hoc query tools, “creative” use of existing features, or custom modifications. <p>Although costs are requested in a separate section, please provide a realistic dollar estimate if there is additional cost associated with your solution, and whether that cost is due to additional software purchase or modification work</p>

Table 2 –Key for filling out Technical and Functional Requirements in Form 11

Form 12: Cost

Since the City expects to complete a “not to exceed/fixed price” contract, the budget for the proposal must not exceed the specified amount, and must be broken down as to hours, hourly rates and expenses for each task and subtask. Please see the Cost Table in Form 12 for pricing itemization. All prices are to be in U.S. dollars. All applicable taxes to be paid by the City must be separately shown. The vendor awarded the Contract will be subject to City of Renton business registration and business taxation.

Vendors must itemize the unit and extended price for each product and service proposed as part of the proposed solution. Cost information must include all expected implementation and operating costs, both one-time and ongoing. Specific model numbers and capacities should be included. Information about licensing must be provided. Vendors should describe and quote optional components (including query tools, report writers, etc.) as individual and separate items. Any upgrade to the base system needed for optional components must be included in the cost of those components (defined in the Cost Table in Form 12).

In addition to the breakdown of costs described above, the City of Renton would like to have a quoted hourly rate for professional services that may be required to complete our project, but were not anticipated and included in this RFP. The quoted rate(s) is expected to be applied for the duration of the project (as described herein). They should include, but are not limited to: training, project management, programmer/analyst, and technical support analyst. Included within your cost proposal, please attach a proposed payment schedule. With each date and amount, explain why those particulars were chosen. Indicate all costs associated with each product and/or service included in the proposal. Also include aggregate pricing if price advantages are available.

7.3. Response forms

The following section includes all forms required to submit your proposal.

Form 1: Company Contact Information and Response Outline

Company Name: _____
Company Address: _____
City, State, Zip: _____
Phone #: _____
Email address: _____

Outline of items to include in RFP response:

In response to the City's Request for Proposal, the following is included:

Form 1: Company Contact Information (this page)

Form 2: Cover Letter

Form 3: Table of Contents

Form 4: Executive Summary

Form 5: Vendor Contact Information Requirements

Form 6: Qualification and Experience

Form 7: Client References

Form 8: Approach/Methodology

Form 9: Project Management/Schedule

Form 10: Implementation Plan & Training

Form 11: Technical and Functional Requirements

Form 12: Cost

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City's Request for Proposal.

Name: _____

Title: _____

Signed: _____

Dated: _____

Form 2: Cover Letter

<Insert your cover letter here>

Form 3: Table of Contents

<Insert your table of contents here>

Form 4: Executive Summary

<Insert your executive summary here>

Form 5: Vendor Contact Information Requirements

RFP vendor contact:

Name: _____
Title: _____
Phone: _____
Email: _____

Company name: _____
Address: _____
Phone: _____

Website address: _____

Year founded: _____

Number of full-time personnel:
Total company _____
Management _____
Support _____
Research and Development _____

Number of city/municipality
customers in Washington state: _____

Number of customers utilizing
your email archiving system product
in a production environment: _____

Form 6: Qualifications and Experience

Provide information about your company's qualification and experience implementing Email Archival System software in a government setting. Experience should demonstrate successful implementation, configuration, and training:

Form 7: Client References

Please duplicate form as needed and provide minimum of three recent client references.

Client Name: _____
Contact Name: _____
Title: _____
Phone #: _____
Email address: _____
Website: _____
Type of service provided: _____

Client Name: _____
Contact Name: _____
Title: _____
Phone #: _____
Email address: _____
Website: _____
Type of service provided: _____

Client Name: _____
Contact Name: _____
Title: _____
Phone #: _____
Email address: _____
Website: _____
Type of service provided: _____

Form 8: Approach/Methodology

Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical approach to the project scope of work:

Form 9: Project Management/Schedule

Describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control:

Form 10: Implementation Plan & Training

Please describe your plan for implementation and training:

Form 11: Technical and Functional Requirements

Please **reference Table 2 in section 7.4 for guidance** on filling in Code and Comments

Must have (mandatory) requirements		
Requirement	Code	Comments
1. On premise platform with the option of hosted (cloud)		
2. Capability to integrate with the City's Microsoft Exchange Server 2010 to archive email and calendar items		
3. Capability to integrate with the City's Active Directory for user authentication		
4. Fully compatible with City's software: Windows 7, Windows 10, Office 2013, Office 2016, Office 365		
5. Archived data can be mirrored to redundant storage		
6. Performant and responsive, does not impact the normal operation of our Exchange email system and is fast and reliable for end-users		
7. Email archived to the system is immutable in the system		
8. Capability to audit access to items in the archive in a way that tracks what individuals accessed what items at what time/date		
9. Capability to successfully archive and retrieve all email sent/received by City's in Exchange email		
10. Email is archived in a way that helps reduce email storage needs		
11. Supports multiple layers of security for user access		
12. Rich reporting features to help manage and optimize the system		
13. User interface is intuitive and user-friendly		
14. Capability to perform rich searches of all fields (To, From, Cc, Bcc, Subject, Body, etc.) using keywords and/or wildcards to search for specific or fuzzy data, date range, and Boolean.		
15. Capability to perform a sub-search within the result set of a search		
16. Capability to search email attachments, including multiple levels of nested attachments		
17. Capability to save and manage searches		
18. Capability to export results of searches in EML and PST formats		
19. Capability to define multiple retention policies against one or multiple emails with the capability of purging email that is beyond its retention period		
20. Capability to place email items on hold in a way that supports multiple layers of holds, and also records the		

placed and release date of each hold.		
21. System includes comprehensive, easy to navigate documentation in electronic form		

Should have (ideal, but optional) requirements		
Requirement	Code	Comments
1. Can scale to a rapidly growing email store if needed		
2. Email in the City's existing archive can be migrated to the new archival system		
3. Capability to archive an immutable copy of text messages from City issued phones from any mobile network operator.		
4. Capability to log or report items deleted from the archive		
5. Capability to archive the folder structure of user Exchange inboxes and apply retention policy to the folders in the structure		
6. Archived items can be accessed from both a web client and within the City's Exchange client		
7. Capability to search metadata fields		
8. Capability to tag items with customizable tags		
9. Capability to redact content retrieved from the archive prior to export		
10. Capability to import from existing email archive		

8. EXHIBITS

8.1. EXHIBIT A – Sample Contract



AGREEMENT FOR [CLICK HERE TO ENTER TEXT.](#)

THIS AGREEMENT, dated [Click here to enter text.](#), is by and between the City of Renton (the “City”), a Washington municipal corporation, and [Click here to enter text.](#) (“Consultant”), [Click here to enter text.](#). The City and the Consultant are referred to collectively in this Agreement as the “Parties.” Once fully executed by the Parties, this Agreement is effective as of the last date signed by both parties.

1. **Scope of Work:** Consultant agrees to provide [Click here to enter text.](#) as specified in Exhibit [Click here to enter text.](#), which is attached and incorporated herein and may hereinafter be referred to as the “Work.” [NOTE: the Scope of work should fully describe the services in sufficient detail to bind the consultant in the event of a dispute. If design or other applicable standards apply to the work (e.g. City adopted street standards, 2016 WSDOT Standard Specifications, or applicable professional standards) identify those standards here or in the Scope of Work exhibit so that the Consultant will be bound to the desired standards. **DELETE THIS NOTE**].
2. **Changes in Scope of Work:** The City, without invalidating this Agreement, may order changes to the Work consisting of additions, deletions or modifications. Any such changes to the Work shall be ordered by the City in writing and the Compensation shall be equitably adjusted consistent with the rates set forth in Exhibit [Click here to enter text.](#) or as otherwise mutually agreed by the Parties.
3. **Time of Performance:** Consultant shall commence performance of the Agreement pursuant to the schedule(s) set forth in Exhibit [Click here to enter text.](#). All Work shall be performed by no later than [Click here to enter text.](#). [NOTE: insert latest date by which you expect the services to take to perform without a contract amendment- note that more specific deadlines should be included in the referenced exhibit, **DELETE THIS NOTE.**]
4. **Compensation:**
 - A. **Amount.** Total compensation to Consultant for Work provided pursuant to this Agreement shall not exceed \$[Click here to enter text.](#), plus any applicable state and local sales taxes. Compensation shall be paid [NOTE: ADD THIS ADDITIONAL LANGUAGE FOR FIXED SUM

CONTRACTS AND DELETE THIS NOTE] as a flat rate fixed sum based upon Work actually performed according to the rate(s) or amounts specified in Exhibit [Click here to enter text.](#). The Consultant agrees that any hourly or flat rate charged by it for its Work shall remain locked at the negotiated rate(s) unless otherwise agreed to in writing or provided in Exhibit [Click here to enter text.](#). Except as specifically provided herein, the Consultant shall be solely responsible for payment of any taxes imposed as a result of the performance and payment of this Agreement.

- B. Method of Payment. On a monthly or no less than quarterly basis during any quarter in which Work is performed, the Consultant shall submit a voucher or invoice in a form specified by the City, including a description of what Work has been performed, the name of the personnel performing such Work, and any hourly labor charge rate for such personnel. The Consultant shall also submit a final bill upon completion of all Work. Payment shall be made by the City for Work performed within thirty (30) calendar days after receipt and approval by the appropriate City representative of the voucher or invoice. If the Consultant's performance does not meet the requirements of this Agreement, the Consultant will correct or modify its performance to comply with the Agreement. The City may withhold payment for work that does not meet the requirements of this Agreement.
- C. Effect of Payment. Payment for any part of the Work shall not constitute a waiver by the City of any remedies it may have against the Consultant for failure of the Consultant to perform the Work or for any breach of this Agreement by the Consultant.
- D. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City shall not be obligated to make payments for Work or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Work for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

5. Termination:

- A. The City reserves the right to terminate this Agreement at any time, with or without cause by giving ten (10) calendar days' notice to the Consultant in writing. In the event of such termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Consultant pursuant to this Agreement shall be submitted to the City, if any are required as part of the Work.
- B. In the event this Agreement is terminated by the City, the Consultant shall be entitled to payment for all hours worked to the effective date of termination, less all payments previously made. If the Agreement is terminated by the City after partial performance of Work for which the agreed compensation is a fixed fee, the City shall pay the Consultant an equitable share of the fixed fee. This provision shall not prevent the City from seeking any legal remedies it may have for the violation or nonperformance of any of the provisions of this Agreement and such charges due to the City shall be deducted from the final payment due the Consultant. No payment shall be made by the City for any expenses incurred or work done following the effective date of termination unless authorized in advance in writing by the City.

6. **Warranties And Right To Use Work Product:** Consultant represents and warrants that Consultant will perform all Work identified in this Agreement in a professional and workmanlike manner and in accordance with all reasonable and professional standards and laws. Compliance with professional standards includes, as applicable, performing the Work in compliance with applicable City standards or guidelines (e.g. design criteria and Standard Plans for Road, Bridge and Municipal Construction). Professional engineers shall certify engineering plans, specifications, plats, and reports, as applicable, pursuant to RCW 18.43.070. Consultant further represents and warrants that all final work product created for and delivered to the City pursuant to this Agreement shall be the original work of the Consultant and free from any intellectual property encumbrance which would restrict the City from using the work product. Consultant grants to the City a non-exclusive, perpetual right and license to use, reproduce, distribute, adapt, modify, and display all final work product produced pursuant to this Agreement. The City's or other's adaptation, modification or use of the final work products other than for the purposes of this Agreement shall be without liability to the Consultant. The provisions of this section shall survive the expiration or termination of this Agreement.

7. **Record Maintenance:** The Consultant shall maintain accounts and records, which properly reflect all direct and indirect costs expended and Work provided in the performance of this Agreement and retain such records for as long as may be required by applicable Washington State records retention laws, but in any event no less than six years after the termination of this Agreement. The Consultant agrees to provide access to and copies of any records related to this Agreement as required by the City to audit expenditures and charges and/or to comply with the Washington State Public Records Act (Chapter 42.56 RCW). The provisions of this section shall survive the expiration or termination of this Agreement.

8. **Public Records Compliance:** To the full extent the City determines necessary to comply with the Washington State Public Records Act, Consultant shall make a due diligent search of all records in its possession or control relating to this Agreement and the Work, including, but not limited to, e-mail, correspondence, notes, saved telephone messages, recordings, photos, or drawings and provide them to the City for production. In the event Consultant believes said records need to be protected from disclosure, it may, at Consultant's own expense, seek judicial protection. Consultant shall indemnify, defend, and hold harmless the City for all costs, including attorneys' fees, attendant to any claim or litigation related to a Public Records Act request for which Consultant has responsive records and for which Consultant has withheld records or information contained therein, or not provided them to the City in a timely manner. Consultant shall produce for distribution any and all records responsive to the Public Records Act request in a timely manner, unless those records are protected by court order. The provisions of this section shall survive the expiration or termination of this Agreement.

9. **Independent Contractor Relationship:**
 - A. The Consultant is retained by the City only for the purposes and to the extent set forth in this Agreement. The nature of the relationship between the Consultant and the City during the period of the Work shall be that of an independent contractor, not employee. The Consultant, not the City, shall have the power to control and direct the details, manner or means of Work. Specifically, but not by means of limitation, the Consultant shall have no obligation to work any particular hours or particular schedule, unless otherwise indicated in the Scope of Work or where scheduling of attendance or performance is mutually arranged due to the nature of the Work. Consultant shall retain the right to designate the means of performing the Work

covered by this agreement, and the Consultant shall be entitled to employ other workers at such compensation and such other conditions as it may deem proper, provided, however, that any contract so made by the Consultant is to be paid by it alone, and that employing such workers, it is acting individually and not as an agent for the City.

- B. The City shall not be responsible for withholding or otherwise deducting federal income tax or Social Security or contributing to the State Industrial Insurance Program, or otherwise assuming the duties of an employer with respect to Consultant or any employee of the Consultant.
- C. If the Consultant is a sole proprietorship or if this Agreement is with an individual, the Consultant agrees to notify the City and complete any required form if the Consultant retired under a State of Washington retirement system and agrees to indemnify any losses the City may sustain through the Consultant's failure to do so.

- 10. Hold Harmless:** The Consultant agrees to release, indemnify, defend, and hold harmless the City, elected officials, employees, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties, expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, arising from, resulting from, or related to the negligent acts, errors or omissions of the Consultant in its performance of this Agreement or a breach of this Agreement by Consultant, except for that portion of the claims caused by the City's sole negligence.

Should a court of competent jurisdiction determine that this agreement is subject to RCW 4.24.115, (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...) 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, its officers, officials, employees and volunteers, Consultant's liability shall be only to the extent of Consultant's negligence.

It is further specifically and expressly understood that the indemnification provided in this Agreement constitute Consultant's waiver of immunity under the Industrial Insurance Act, RCW Title 51, solely for the purposes of this indemnification. The Parties have mutually negotiated and agreed to this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

- 11. Gifts and Conflicts:** The City's Code of Ethics and Washington State law prohibit City employees from soliciting, accepting, or receiving any gift, gratuity or favor from any person, firm or corporation involved in a contract or transaction. To ensure compliance with the City's Code of Ethics and state law, the Consultant shall not give a gift of any kind to City employees or officials. Consultant also confirms that Consultant does not have a business interest or a close family relationship with any City officer or employee who was, is, or will be involved in selecting the Consultant, negotiating or administering this Agreement, or evaluating the Consultant's performance of the Work.

12. **City of Renton Business License:** The Consultant shall obtain a City of Renton Business License prior to performing any Work and maintain the business license in good standing throughout the term of this agreement with the City.

Information regarding acquiring a city business license can be found at:

<http://www.rentonwa.gov/cms/One.aspx?portalId=7922741&pageId=9824882>

Information regarding State business licensing requirements can be found at:

<http://dor.wa.gov/doing-business/register-my-business>

13. **Insurance:** Consultant shall secure and maintain:

- A. Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate for the Term of this Agreement.
- B. In the event that Work delivered pursuant to this Agreement either directly or indirectly involve or require Professional Services, Professional Liability, Errors and Omissions coverage shall be provided with minimum limits of \$1,000,000 per occurrence. "Professional Services", for the purpose of this section, shall mean any Work provided by a licensed professional or Work that requires a professional standard of care.
- C. Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington, shall also be secured.
- D. Commercial Automobile Liability for owned, leased, hired or non-owned, leased, hired or non-owned, with minimum limits of \$1,000,000 per occurrence combined single limit, if there will be any use of Consultant's vehicles on the City's Premises by or on behalf of the City, beyond normal commutes.
- E. Consultant shall name the City as an Additional Insured on its commercial general liability policy on a non-contributory primary basis. The City's insurance policies shall not be a source for payment of any Consultant liability, nor shall the maintenance of any insurance required by this Agreement be construed to limit the liability of Consultant to the coverage provided by such insurance or otherwise limit the City's recourse to any remedy available at law or in equity.
- F. Subject to the City's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to the City before performing the Work.
- G. Consultant shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.
- H. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$1,000,000 per claim \$1,000,000 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.

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 Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, 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 Public Entity 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 Public Entity 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.

Safeguarding of Personal Information

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.

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.

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

Consultant and its subconsultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Public Entity or as otherwise authorized by law.

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

Consultant shall make the Personal Information available to amend as directed by Public Entity 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 Public Entity 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.

Consultant shall notify Public Entity 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 Public Entity.

Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

14. **Delays:** Consultant is not responsible for delays caused by factors beyond the Consultant's reasonable control. When such delays beyond the Consultant's reasonable control occur, the City agrees the Consultant is not responsible for damages, nor shall the Consultant be deemed to be in default of the Agreement.
15. **Successors and Assigns:** Neither the City nor the Consultant shall assign, transfer or encumber any rights, duties or interests accruing from this Agreement without the written consent of the other.
16. **Notices:** Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, by facsimile or by nationally recognized overnight courier service. Time period for notices shall be deemed to have commenced upon the date of receipt, EXCEPT facsimile delivery will be deemed to have commenced on the first business day following transmission. Email and telephone may be used for purposes of administering the Agreement, but should not be used to give any formal notice required by the Agreement.

CITY OF RENTON

Click here to enter text.
1055 South Grady Way
Renton, WA 98057
Phone: (425) 430-Click here to enter text.
Click here to enter text.
Fax: (425) 430-Click here to enter text.

CONSULTANT

Click here to enter text.
Click here to enter text.
Click here to enter text.
Phone: Click here to enter text.
Click here to enter text.
Fax: Click here to enter text.

17. **Discrimination Prohibited:** Except to the extent permitted by a bona fide occupational qualification, the Consultant agrees as follows:

- A. Consultant, and Consultant's agents, employees, representatives, and volunteers with regard to the Work performed or to be performed under this Agreement, shall not discriminate on the basis of race, color, sex, religion, nationality, creed, marital status, sexual orientation or preference, age (except minimum age and retirement provisions), honorably discharged veteran or military status, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification in relationship to hiring and employment, in employment or application for employment, the administration of the delivery of Work or any other benefits under this Agreement, or procurement of materials or supplies.
- B. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. Such action shall include, but not be limited to the following employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training.
- C. If the Consultant fails to comply with any of this Agreement's non-discrimination provisions, the City shall have the right, at its option, to cancel the Agreement in whole or in part.
- D. The Consultant is responsible to be aware of and in compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws, worker's compensation, and Title VI of the Federal Civil Rights Act of 1964, and will comply with City of Renton Council Resolution Number 4085.

18. Miscellaneous: The parties hereby acknowledge:

- A. The City is not responsible to train or provide training for Consultant.
- B. Consultant will not be reimbursed for job related expenses except to the extent specifically agreed within the attached exhibits.
- C. Consultant shall furnish all tools and/or materials necessary to perform the Work except to the extent specifically agreed within the attached exhibits.
- D. In the event special training, licensing, or certification is required for Consultant to provide Work he/she will acquire or maintain such at his/her own expense and, if Consultant employs, sub-contracts, or otherwise assigns the responsibility to perform the Work, said employee/sub-contractor/assignee will acquire and or maintain such training, licensing, or certification.
- E. This is a non-exclusive agreement and Consultant is free to provide his/her Work to other entities, so long as there is no interruption or interference with the provision of Work called for in this Agreement.
- F. Consultant is responsible for his/her own insurance, including, but not limited to health insurance.
- G. Consultant is responsible for his/her own Worker's Compensation coverage as well as that for any persons employed by the Consultant.

19. **Other Provisions:**

- A. Approval Authority. Each individual executing this Agreement on behalf of the City and Consultant represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the City or Consultant.
- B. General Administration and Management. The City's project manager is [Click here to enter text.](#) In providing Work, Consultant shall coordinate with the City's contract manager or his/her designee.
- C. Amendment and Modification. This Agreement may be amended only by an instrument in writing, duly executed by both Parties.
- D. Conflicts. In the event of any inconsistencies between Consultant proposals and this Agreement, the terms of this Agreement shall prevail. Any exhibits/attachments to this Agreement are incorporated by reference only to the extent of the purpose for which they are referenced within this Agreement. To the extent a Consultant prepared exhibit conflicts with the terms in the body of this Agreement or contains terms that are extraneous to the purpose for which it is referenced, the terms in the body of this Agreement shall prevail and the extraneous terms shall not be incorporated herein.
- E. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington and the City of Renton. Consultant and all of the Consultant's employees shall perform the Work in accordance with all applicable federal, state, county and city laws, codes and ordinances.
- F. Joint Drafting Effort. This Agreement shall be considered for all purposes as prepared by the joint efforts of the Parties and shall not be construed against one party or the other as a result of the preparation, substitution, submission or other event of negotiation, drafting or execution.
- G. Jurisdiction and Venue. Any lawsuit or legal action brought by any party to enforce or interpret this Agreement or any of its terms or covenants shall be brought in the King County Superior Court for the State of Washington at the Maleng Regional Justice Center in Kent, King County, Washington, or its replacement or successor.
- H. Severability. A court of competent jurisdiction's determination that any provision or part of this Agreement is illegal or unenforceable shall not cancel or invalidate the remainder of this Agreement, which shall remain in full force and effect.
- I. Sole and Entire Agreement. This Agreement contains the entire agreement of the Parties and any representations or understandings, whether oral or written, not incorporated are excluded.
- J. Time is of the Essence. Time is of the essence of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Work is essential to the Consultant's performance of this Agreement.

- K. Third-Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than the Parties, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Parties and no one else.
- L. Binding Effect. The Parties each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Agreement.
- M. Waivers. All waivers shall be in writing and signed by the waiving party. Either party's failure to enforce any provision of this Agreement shall not be a waiver and shall not prevent either the City or Consultant from enforcing that provision or any other provision of this Agreement in the future. Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any prior or subsequent breach unless it is expressly waived in writing.
- N. Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

IN WITNESS WHEREOF, the Parties have voluntarily entered into this Agreement as of the date last signed by the Parties below.

CITY OF RENTON

CONSULTANT

By: _____
 Click here to enter text.
 Click here to enter text.

By: _____
 Click here to enter text.
 Click here to enter text.

 Date

 Date

Attest

 Jason A. Seth
 City Clerk

Approved as to Legal Form

 Shane Moloney
 Renton City Attorney

Email Archival System RFP Questions/Answers

1. Whether companies from outside USA can apply for this? (like, from India or Canada)

Yes

2. Whether we need to come over there for meetings?

It would be ideal to meet in person on occasion, but meeting in person is not strictly required.

3. Can we perform the task (related to RFP) outside USA? (like, from India or Canada)

Yes, it is OK for tasks needed to get the project completed to be performed outside of the US, but the end product system we envision would need to be on our premises here at the City of Renton (see requirement #1 on Form 4 of the RFP) with an *option* to be in a US-based cloud.

4. Can we submit the proposal via email?

Yes.