

# CITY OF BELLEVUE



## REQUEST FOR PROPOSAL RFP # 12256

### On-Call Maximo Professional/Support Services & Annual Maintenance

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Issue Date: October 30, 2012

Due Date and Time: November 19, 2012 by 4:00 p.m. PST

# REQUEST FOR PROPOSAL

Notice is hereby given that proposals will be received by the City of Bellevue, Washington for:

**RFP # 12256**

## **On-Call Maximo Professional/Support Services & Annual Maintenance**

by filing with the Contracting Services office of the Finance Department, 450 110<sup>th</sup> Avenue NE, Bellevue, Washington, 98004 until:

Date: **November 19, 2012**

Time: **4:00 p.m.**

Proposals submitted after the due date and time may not be considered. Vendors accept all risks of late delivery of mailed proposals regardless of fault.

Detailed Request for Proposal (RFP) information including general information, general terms and conditions, requested services, proposal requirements and evaluation process is available from the Contracting Services office located at the above address or by calling (425) 452-7876. The RFP is also available on the City's website at [www.bellevuewa.gov](http://www.bellevuewa.gov), under "Doing Business" and "Bid Information."

The City of Bellevue reserves the right to reject any and all submittals and to waive irregularities and informalities in the submittal and evaluation process. This RFP does not obligate the City to pay any costs incurred by respondents in the preparation and submission of a proposal. Furthermore, the RFP does not obligate the City to accept or contract for any expressed or implied services.

The successful Vendor must comply with the City of Bellevue equal opportunity requirements. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality, sexual orientation or disability.

Dated this 30<sup>th</sup> day of October, 2012

Jamie Robinson  
Procurement Services Supervisor

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Daily Journal of Commerce – October 30<sup>th</sup> and November 6<sup>th</sup>, 2012

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|                     |  |
|---------------------|--|
| Contract            | The agreement to be entered into for services between the City and the Vendor who submits the proposal accepted by the City. |
| RFP                 | This Request for Proposal, including any amendments or other addenda hereto.   |
| Selection Committee | The RFP Selection Committee is comprised of the RFP Coordinator (defined in Section 1.06) and other City staff.              |
| Short List          | Vendors selected to proceed for further evaluation.  |

### 1.06 RFP Coordinator/Communications

Upon release of this RFP, all Vendor communications concerning this information request should be directed in writing to the RFP 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.

RFP Coordinator for this RFP will be:

**Name:** Jason Hale  
**Address:** City of Bellevue  
**Street** 450 110<sup>th</sup> Avenue NE, Bellevue, WA 98004  
**Mailing** P.O. Box 90012, Bellevue, WA 98009-9012  
**Telephone:** 425-452-7956  
**E-mail:** [jhale@bellevuewa.gov](mailto:jhale@bellevuewa.gov)

### 1.07 Preliminary Schedule

*These dates are estimates and are subject to change by the City.*

| Event                                    | Time & Date                  |
|--|------------------------------|
| Release RFP to Vendors                   | October 30, 2012             |
| Vendor RFP Questions (if any) Due        | November 8, 2012 by 4:00 pm  |
| Answers to Vendor RFP Questions Released | November 13, 2012 by 4:00 pm |
| Proposal Responses Due                   | November 19, 2012 by 4:00 pm |
| Proposal Evaluation Complete             | December 6, 2012             |
| Interviews if Necessary                  | December 10-14, 2012         |
| Announce Apparently Successful Vendor(s) | December 21, 2012            |
| Contract Begins                          | March 1, 2012                |

### 1.08 Response Format

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 presentation structure required by this RFP.

**Vendor proposals must be submitted in the format specified in Form #1 Proposal Form.** Please provide responses in the format provided. **Vendors that deviate from this format may be deemed non-responsive.**

All interested Vendors are required to submit proposals in accordance with the conditions and dates outlined in this Request for Proposal (RFP). Vendors of outsourced solutions are also invited to submit a proposal as both options will be evaluated equally. The City expects to develop a long-term, collaborative relationship with the selected Vendor for this solution.

### 1.09 Completeness of Proposal

The Vendor must attach the **Form #1 Proposal Form** signed by a Vendor representative authorized to bind the proposing firm contractually. This statement must identify any exceptions that the Vendor takes to the City's RFP, or declare that there are no exceptions taken to the RFP. **Vendors that fail to complete this step may be deemed unresponsive.**

### 1.10 Proposal Response Date and Location

Proposals must be submitted to the Bellevue City Hall Service First Desk in the first floor lobby no later than November 19, 2012 at 4:00 pm PST. The Official Clock for submissions is located at the Service First Desk. All proposals and accompanying documentation will become the property of the City and will not be returned. Faxed proposals will not be accepted. Vendors accept all risks of late delivery of mailed proposal regardless of fault.

The Service First Desk may be contacted at:

Office Location

Bellevue City Hall  
450 110<sup>th</sup> Avenue NE  
Bellevue, WA 98004  
Ph: (425) 452-6800

Mailing Address

City of Bellevue  
Attn: Service First Desk RFP #12256  
PO Box 90012  
Bellevue, WA 98009-9012

### 1.11 Required Number of Proposals

A total of **one original, 4 copies and one electronic copy** of the Vendor's proposal, in its entirety, must be received as specified in Section 1.08. The City, at its discretion, may make additional copies of the proposal for the purpose of evaluation only. The original proposal will include original signatures, in ink, by authorized personnel, on all documents that require an authorized signature.

### **1.12 Vendor's Cost to Develop Proposals**

Costs for developing proposals in response to the RFP are entirely the obligation of the Vendor and shall not be chargeable in any manner to the City.

## Section 2. Terms and Conditions

### 2.01 Questions Regarding the RFP

Oral interpretations of the RFP specification are not binding on the City. Request for interpretation or clarification of the RFP specifications must be made in writing and submitted to the RFP Coordinator indicated in Section 1.05.

### 2.02 RFP Clarifications & Addendums

The City reserves the right to clarify or change the RFP or issue addendums to the RFP at any time. The City also reserves the right to cancel or reissue the RFP. All such addenda will become part of the RFP.

In the event that it becomes necessary to revise any part of this RFP, the City will issue addenda relating to these specifications on the City's website (<<http://www.bellevuewa.gov>>) under "Find", "Bids, RFP's and RFQ's" then "Current Bid Opportunities, RFP's and RFQ's". It is the Vendor's responsibility to confirm as to whether any addenda have been issued.

### 2.03 Withdrawal of Proposal

Proposals may be withdrawn at any time prior to the submission time specified in Section 1.09, provided **notification is received in writing**. Proposals cannot be changed or withdrawn after the time designated for receipt.

### 2.04 Rejection of Proposals

The City reserves the right to reject any or all proposals, to waive any minor informalities or irregularities contained in any proposal, and to accept any proposal deemed to be in the best interest of the City.

### 2.05 Code of Conduct Policy for Solicitations

Definitions:

**Solicitations** - method of acquiring goods, services, and construction for public use in which offers are made to the City between two or more sources. Typical documents used by the City are titled: Invitation to Bid, Invitation to Quote, Request for Proposals, Request for Qualifications Request for Information, or any other method of obtaining competitive offers.

**Blackout Period** - The period between the time a solicitation is issued by the City and the time the City awards the contract.

**Lobbying** - The attempt to persuade or influence any City employees, officials, or representatives responsible for reviewing, evaluating, ranking or awarding the work or contract for goods or services for or against any solicitation; provided, however, that lobbying shall not include the submission of required materials in direct response to the solicitation according to the instructions to respondents in such solicitation.

**Conduct of Participants** - After the issuance of any *solicitation*, all bidders, proposers, contractors, consultants or individuals acting on their behalf are hereby prohibited from *lobbying* any City employee, official or representative at any time during the *blackout period*.

**Sanctions** - The City may reject the submittal of any bidder, proposer, contractor and/or consultant who violates the policy set forth herein.

## **2.06 Proposal Modification and Clarifications**

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

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.

## **2.07 Proposal Validity Period**

Submission of a proposal will signify the Vendor's agreement that its proposal and the content thereof are valid for 180 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.

## **2.08 Proposal Signatures**

- 1) An authorized representative must sign proposals, with the Vendor's address, telephone and email information provided. Unsigned proposals will not be considered.
- 2) If the proposal is made by an individual, the name, mailing address and signature of the individual must be shown.
- 3) 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.
- 4) If the proposal is made by a corporation, the name and mailing address of the corporation and the signature and title of the person who signs on behalf of the corporation must be shown.
- 5) 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.

## **2.09 Public Records**

Under Washington state law, 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 (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. If the City receives a request for inspection or copying of any such documents it will promptly notify the person submitting the documents to the City (by U.S. mail and by fax if the person has provided a fax number) and upon the written request of such person, received by the

City within five (5) days of the mailing of such notice, will postpone disclosure of the documents for a reasonable period of time as permitted by law to enable such person to seek a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

## **2.10 Business Registration and Taxation**

The Vendor awarded the Contract will be subject to City of Bellevue Business Registration and Business Taxation as presented in the Bellevue City Code. Questions about the City's Business and Occupation (B&O) tax should be directed to the City's Tax office at (425) 452-6851.

## **2.11 Non-Endorsement**

As a result of the selection of a Vendor to supply products and/or services to the City, Vendor 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.

## **2.12 Non-Collusion Certificate**

The proposal submitted for this RFP shall include the **Non-Collusion Certificate (Attachment "A")**.

## **2.13 Insurance Requirements**

The City will require the selected Vendor to comply with the **Insurance Requirements** listed in **Attachment "B"**. Depending on the work arrangement with the awarded Consultant, Employee Dishonesty coverage, including an endorsement for third party coverage, with limits not less than \$1,000,000 per occurrence and as an annual aggregate may be required.

## **2.14 Equal Opportunity Requirements & Affidavit of Title VI Compliance**

The City is an equal opportunity employer and requires all Vendors to comply with policies and regulations defined in the **Equal Opportunity Requirements & Affidavit of Title VI Compliance Form (Attachment "C")**. The Vendor, in the performance of the Contract, agrees not to discriminate in its employment because of the employee's or applicant's race, religion, national origin, ancestry, sex, age, sexual orientation or physical handicap. The requirements of Bellevue City Code Section 4.28.143 entitled "Equal Opportunity" provided to the Vendor with the Request for Proposals, are hereby incorporated herein, and shall be binding on the Vendor.

## **2.15 Non-Disclosure Agreement**

The City will require the selected Vendor to comply with the **Non-Disclosure Agreement** listed in **Attachment "D"**. Selected Vendor will be required to execute this agreement.

## **2.16 Technology Resource Usage Policy & Information Security Requirements**

The City will require the selected Vendor to comply with the Technology Resource Usage Policy (TRUP) listed in **Attachment "F"** and Information Security Requirements listed in **Attachment "G"**.

## **2.17 Other Compliance Requirements**

In addition to nondiscrimination and affirmative action compliance requirements previously listed, the Vendor awarded the Contract shall comply with federal, state and local laws, statutes 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; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

## **2.18 Ownerships of Documents**

Any reports, studies, conclusions and summaries prepared by the Vendor shall become the property of the City.

## **2.19 Confidentiality of Information**

All information and data furnished to the Vendor by the City, and all other documents to which the Vendor's employees have access during the term of the Contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited.

## **2.20 System and Data Security**

Given the nature of the services provided, the selected Consultant must make every reasonable effort to protect City systems and data from improper access. The Consultant must protect access to City administrative accounts and passwords for those accounts may not be given to new employees of the contractor without written approval from the City. Employees of the Consultant may be subject to background checks. In no cases shall employees of the Consultant review records or data files of any City employee or department, without written approval from the City. The Consultant must comply with the conditions of the City's **Technology Resource Usage Policy (Attachment "F")** and **Information Security Requirements (Attachment "G")**.

## **2.21 Cooperative Purchasing**

RCW 39.34 allows cooperative purchasing between public agencies (political subdivision) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Bellevue and which are actively participating may purchase from City of Bellevue contracts. Only those public agencies who have complied with these requirements are eligible to use this contract.

The City of Bellevue does not accept any responsibility for purchase orders or contracts issued by other public agencies. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. The City of Bellevue accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of Bellevue accepts no responsibility for payment of the purchase price for any public agency

## Section 3. Requested Services

### 3.01 Duration of Services

The term of the Contract with the selected Vendor, or Vendors, shall begin March 1, 2013, corresponding with our maintenance renewal period, for a period of two years with one two year renewal option.

### 3.02 Vendor Information

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

Proposal Form - Complete **Form #1**

Vendor Information Requirements – Complete **Form #2**

Project Staff Information - Complete **Form #3**

Client References – Complete **Form #4**

### 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 described. "Termination for default" is defined as notice to stop performance due to the Vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the Vendor to be in default.

Submit full details of all terminations for default experienced by the Vendor during the past five (5) years, including the other party's name, address and telephone number. Present the Vendor's position on the matter. 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 RFP may be jeopardized by selection of the Vendor.

If the Vendor has experienced no such termination for default in the past five (5) years, so declare.

If the Vendor has had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason, which termination occurred before completion of the contract, during the past five (5) years, describe fully all such terminations, including the name, address and telephone number of the other contracting party.

### 3.04 Cost Requirements

We will pay for annual maintenance annually in advance. We will pay for services as completed based on an hourly rate. The City **is** seeking proposals for a fixed price for annual maintenance, **not** a fixed price

for a specified body of work. Please see **Attachment “E”** for pricing itemization. All prices are to be in US dollars. All applicable taxes to be paid by the City must be separately shown. The Vendor(s) awarded a Contract will be subject to City of Bellevue business registration and business taxation as provide in Chapters 4.03 and 4.09 of the Bellevue City Code (for details call the City Tax office at 425-452-6851).

The quoted rate(s) is expected to be applied for the duration of the contract (as described herein). The rates should include, but are not limited to: Repair & Maintenance, Development and Consulting services.

### 3.05 Scope of Services

The City of Bellevue is seeking a professional service support agreement for the annual maintenance and enhancement of the City’s Maximo Asset Management application. The application has been used by the organization for over 12 years. Currently, the City plans to implement no new modules of Maximo Asset Management, but rather will need to maintain and enhance certain functionality over the next two years. The City is looking for a Vendor, or Vendors, who can provide either or both:

#### Service 1 Annual Maintenance

The City maintains annual maintenance on all Maximo licenses it owns. This annual maintenance needs to cover:

- Level 1, 2, and 3 Maximo support as defined by IBM.
  - Level 1 and 2 must be direct from IBM or IBM authorized.
  - Level 3 must be provided from IBM either directly or indirectly.
- New software releases and patches.

New support cases must be able to be reported via either email or phone call 24 hours a day 7 days a week. Support cases must be responded to and escalated according to severity.

| Severity Level                          | Initial Response  | On-Going Follow-up | Escalation                                      |
|---|---|--------------------|---|
| Level 1 – Normal business hours         | Respond within 1 hour of notification 100% of the time. | Twice a day        | Escalate to IBM Level 3 within 8 hours          |
| Level 1 – Outside normal business hours | Respond within 2 hours of notification 90% of the time. | Twice a day        | Escalate to IBM Level 3 within 8 hours          |
| Level 2                                 | Respond within 4 business hours                         | Weekly             | Escalate to IBM Level 3 within 2 business days  |
| Level 3                                 | Respond within 8 business hours                         | Bi-weekly          | Escalate to IBM Level 3 within 1 business week  |
| Level 4                                 | Respond within 2 business days                          | Monthly            | Escalate to IBM Level 3 within 2 business weeks |

#### Severity Level 1:

Major business impact – defined as system is not able to perform one or more key business functions and has one or more of the following traits:

- A large number of users are unable to access the system.

- Critical functionality is not available.
- System is not able to store, retrieve or secure data.

**Severity Level 2:**

Major business impact – defined as a problem that causes significant impact to business processes. No acceptable work around is available, but operations can continue in a restricted fashion and has one or more of the following traits:

- Software error causing the system to fail, but will restart.
- Severe degradation in performance.
- Important functionality is not available, yet system supports critical business functions.

**Severity Level 3:**

Minor business impact – defined as a problem causes minimal impact to business processes and has one or more of the following traits:

- Software error that has acceptable workaround.
- Minimal degradation in performance.

**Severity Level 4:**

No business impact – defined as a problem that does not impede business processes and has one or more of the following traits:

- Software enhancement request.
- Typographical errors in documentation or on the system.

Additional options may be proposed on attachment “E”.

**Service 2 On-call Professional Services**

Under the on-call professional services agreement the City is seeking to modify or enhance, but is not limited to:

- Repair and maintenance services such as create, repair or modify reports and modify forms;
- Development services such as MBO extension, integrations and form development;
- Some consulting work to assist staff on in-house projects when they need short term additional assistance.

The above descriptions are not meant to be all inclusive but rather reflective of the types of services the City needs.

**Scope of Services Process:**

When the City identifies a specific scope of work to be completed under the professional services component of this contract, a written detailed scope of work will be created between the Vendor and City staff. This scope of work will include an agreed upon fixed number of hours to perform the scope of services, a detailed description of those services, and any other necessary information. Work may not proceed until this document has been agreed upon by both parties.

The Vendor, or Vendors selected, will be able to work remotely through a VPN connection, and therefore, travel should not be required. If the Vendor determines that travel is required, the hourly rate quoted for services should be inclusive of travel expenses.

## **Section 4. Technical Architecture Requirements**

This section documents the environment of the Maximo Application.

### **4.01 Maximo Enterprise Asset Management**

The City of Bellevue is currently operating in Maximo Enterprise Asset Management version 7.5.0.1 with Maximo for Transportation version 7.5.0.0.

### **4.02 Network**

The City's data infrastructure is a managed TCP/IP network with Gigabit Ethernet Switched architecture over fiber between geographically dispersed buildings and remote locations. The City's core network connects to multiple locations via privately owned fiber optic cable, including the Bellevue Service Center (BSC) and Communications Center. Database, application, and web servers are located at City Hall. Dedicated hardware for disaster recovery is located at the BSC.

### **4.03 Servers and Operating System**

The City runs Maximo on physical servers running WebSphere 7.0.0.15, Windows 2008 R2.

### **4.04 Database**

Database is Microsoft SQL Server 2008.

### **4.05 Maximo Modules in use**

- Assets
- Locations
- Work Orders
- Service Requests
- Labor Reporting
- Preventative Maintenance
- Purchase Requisitions
- Purchase Orders
- Contracts
- Receiving
- Invoicing
- Inventory
- Items
- Persons

- Labor
- Companies
- BIRT
- Crystal Enterprise using custom Java server page

#### **4.06 Maximo Integrations in use**

- JD Edwards
  - Purchase Requisitions
  - Purchase Orders
  - People
  - Labor
  - Address
  - Chart of Accounts
  - Invoice
  - Companies
  - Labor Reporting
  - Receipts
  - Journal Entries
- AutoCAD
  - Assets
  - Locations
- Fuel Master
  - Fuel transactions

## Section 5 Proposal Evaluation and Vendor Selection

### 5.01 Evaluation Procedures

Proposals will be evaluated by the Selection Committee. The Selection Committee will consider the completeness of a Vendor's proposal and how well the proposal meets the needs of the City. In evaluating the proposals, the City will be using a criteria evaluation process. Evaluations will be based on criteria as outlined in Section 5.02. All proposals will be evaluated using the same criteria and possible points.

### 5.02 Scoring and Evaluation Factors

The evaluation factors reflect a wide range of considerations. While cost is important, other factors are also significant. Consequently, the City may select other than the proposal with the lowest hourly rates or lowest annual maintenance cost. The objective is to choose the Vendor capable of providing quality Vendor services that will help the City achieve the goals and objectives of the requested services within a reasonable budget.

Evaluations will be based on criteria as defined below. All proposals will be evaluated using the same criteria and possible points.

| Evaluation Criteria   | Possible Points |
|---|-----------------|
| <b>Responsiveness/Completeness of Proposal</b> (i.e., Were all the forms completed and everything included that was required by the RFP? Were explanations in Comments or Additional Information areas adequate?)   | <b>5</b>        |
| <b>Experience/Qualifications</b> (i.e., Vendor's experience working within the requested services arena; vendor's experience working with municipalities; vendor's ability to successfully complete projects; vendor's ability to successfully work with City staff; vendor's references) | <b>30</b>       |
| <b>Ability to Perform</b> (i.e., Number of consultants available to perform work, size and financial health)  | <b>35</b>       |
| <b>Price</b> (i.e., Is the hourly rate in line with the current market for similar services?; does the price provide the City good value?)  | <b>30</b>       |
| Total Points Possible   | <b>100</b>      |

### 5.03 Selection Process

After the proposals are evaluated, the Selection Committee will determine whether formal presentations (product demonstration) and interviews are necessary, and if so, which Vendors from the

'short list' may be invited to make a formal presentation and/or sit for a panel interview with the Selection Committee. If The City chooses to require formal presentations, demo scripts will be sent to each of the invited 'short list' Vendors. The scripts are required to provide an objective tool for the scoring of the product demonstration.

At this time, the City may choose to contact officials from other jurisdictions regarding the Vendor, their prior work experience and their ability to successfully complete the scope of services. The City may request clarification or additional information from a specific Vendor in order to assist in the City's evaluation of the proposed solution.

Two finalists are typically announced and, at the City's option, invited back for follow up demonstrations and questions. The Selection Committee will then formulate their recommendation for award of the Contract.

#### **5.04 Contract Award and Execution**

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 Vendor can offer.**

The general conditions and specification of the RFP and the successful Vendor's response, as amended by Contract between the City and the successful Vendor, including e-mail or written correspondence relative to the RFP, will become part of the Contract documents. Additionally, the City will verify Vendor representations that appear in the proposal. Failure of a Vendor to perform services as represented or any misrepresentations may result in elimination of the Vendor from further competition or in Contract cancellation or termination.

The Vendor, or Vendors, selected as the apparently successful Vendor(s) will be expected to enter into a contract with the City. The City uses its standard Technical Services & Maintenance Agreement template. Those Vendors qualifying as 'short list' Vendors may receive this template. The foregoing should not be interpreted to prohibit either party from proposing additional contract terms and conditions during negotiations of the final 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.

The Contract entered into will be a not to exceed contract with identified hourly rates. Upon the City's determination of work to be done, an individual scope of work will be created with an agreed upon number of hours to complete the tasks.

No parties may incur any cost chargeable to the proposed contract before the date of execution of the Contract.

**RFP #12256**  
**On-Call Maximo Professional/Support Services & Annual Maintenance**  

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**Form #1 Proposal Form**

|                              |  |
|------------------------------|--|
| <b>Vendor Name</b>           |  |
| <b>Vendor Address</b>        |  |
| <b>City, State, Zip Code</b> |  |
| <b>Telephone #</b>           |  |
| <b>Email Address</b>         |  |

**1. Response:**

In response to the City's Request for Proposal, we offer the following:

**I. Cover Letter**

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

**II. Table of Contents**

**III. Executive Summary**

A one-page high-level overview of the solution being proposed.

**IV. Response to Section 3.05 – Scope of Work**

Describe in detail your maintenance and support plan and how it meets, or exceeds, the requirements listed in this section.

**V. Describe your areas of expertise regarding the on-call professional services requested in this RFP and if a minimum commitment is required for on-call professional services requested.**

**VI. Response to Form #1**

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

**VII. Responses to Form #2 - Vendor Information Requirements**

- A. Copy the requirement tables as they appear in Form #2.
- B. Be sure to provide an answer to each requirement. If the requirement does not pertain to your proposal, enter "N/A" in the table. If there is no table, be sure to provide the documentation requested. **Leaving a requirement blank may deem the Vendor unresponsive.**
- C. The Vendor requirements are:
  - 1) Company Information
  - 2) Contract Performance (must declare, as defined in Section 3.03)

**VIII. Response to Form #3 – Project Staff Information**

Fill out template provided for all staff your firm proposes to use for this scope of work.

**IX. Response to Form #4 – Client References**

Provide 3 references duplicating the template given.

**X. Attachments**

**Please provide the following as attachments to your proposal:**

- A. Non-Collusion Certificate (Attachment "A").
  - a. This certificate must be completed, signed and notarized.
- B. Insurance Requirements (Attachment "B").
  - a. Please provide evidence of insurance in the required amounts.
- C. Equal Opportunity Requirements & Affidavit of Title VI Compliance (Attachment "C").
  - a. Please complete and sign the Affidavit of Equal Opportunity & Title VI Compliance form.
- D. Non-Disclosure Agreement (Attachment "D").
  - a. Please complete and sign the Non-Disclosure Agreement.
- E. Pricing (Attachment "E").
  - a. Please provide all pricing information requested.
- F. Technology Resource Usage Policy (TRUP) (Attachment "F") This is for reference only.
- G. Information Security Requirements (Attachment "G") This is for reference only.

**2. 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.

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Title: \_\_\_\_\_

**RFP #12256**

**On-Call Maximo Professional/Support Services & Annual Maintenance**

**Form #2 Vendor Information Requirements**

**Company Information**

| Question  | Vendor Answer |
|---|---------------|
| <b>Company Name</b>   |               |
| <b>Home Office Address</b>  |               |
| <b>Washington Business Address</b>  |               |
| <b>Website Address</b>  |               |
| <b>Name of Person to be contacted concerning the proposal</b><br><b>Title</b><br><b>Address</b><br><b>Telephone Number</b><br><b>Fax Number</b><br><b>Email Address</b> |               |
| <b>Name of parent company, if applicable</b><br><b>Home Office Address</b><br><b>Telephone Number</b><br><b>Website Address</b>   |               |
| <b>Describe the parent company's relationship with the Vendor</b>   |               |
| <b>Does the person signing the proposal have the authority to sign on behalf of the Vendor?</b>   |               |
| <b>Names of companies that will share significant and substantive responsibilities with the Vendor in performing the scope of services under the Contract</b>           |               |
| <b>Length of time in business</b>   |               |
| <b>Gross revenue for the prior fiscal year (in US dollars)</b>  |               |
| <b>How many clients do you provide annual maintenance for if proposing Service 1 of Section 3.05</b>  |               |
| <b>Total number of employees</b>  |               |
| <b>Distribute your total number of employees into the following functional areas:</b>   |               |
| <b>Customer and software support</b>  |               |

| Question                                     | Vendor Answer |
|--|---------------|
| Installation and training                    |               |
| Product development                          |               |
| Technical programming and customization      |               |
| Other professional services                  |               |
| Sales, marketing, and administrative support |               |

**National, Regional, & Local Office Information**

| Location of national office   |          |                |
|---|----------|----------------|
| Location of regional office nearest to Bellevue, WA   |          |                |
| Location of local office nearest to Bellevue, WA  |          |                |
| Identify the number of personnel at each location that would provide support (add lines as necessary) |          |                |
| Job Title   | Location | # of Employees |
|   |          |                |
|   |          |                |
|   |          |                |

**RFP #12256**

**On-Call Maximo Professional/Support Services & Annual Maintenance**

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**Form #3 Project Staff Information**

Please duplicate table below as necessary and complete the following table for each of the key project staff members (including subcontractors) who will be assisting the City with Maximo professional/support services and providing Level 1, 2 and 3 support for IBM's Maximo software:

|  |  |
|--|--|
| <b>Staff member name</b>                                   |  |
| <b>Position in the company</b>                             |  |
| <b>Length of time in position</b>                          |  |
| <b>Project position and responsibilities</b>               |  |
| <b>Education</b>   |  |
| <b>Certifications</b>                                      |  |
| <b>Previous work experience</b>                            |  |
| <b>Technical skills and qualifications for the project</b> |  |

**RFP #12256**  
**On-Call Maximo Professional/Support Services & Annual Maintenance**  
**Form #4 Client References**

Please duplicate form and provide three client references.

|  |  |
|--|--|
| <b>Client Name</b>   |  |
| <b>Contact Name</b>  |  |
| <b>Title</b>   |  |
| <b>Phone Number</b>  |  |
| <b>Email Address</b>   |  |
| <b>Type of Services Provided</b>                             |  |
| <b>Services Provided Similar to the City's requirements?</b> | <input type="checkbox"/> <b>Yes – Explain similarities:</b><br><br><input type="checkbox"/> <b>No – Explain differences:</b> |



## **Attachment “B” INSURANCE REQUIREMENTS**

The Contractor shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor. Insurance shall meet or exceed the following unless otherwise approved by the City.

### **A. Minimum Insurance**

1. Commercial General Liability coverage with limits not less than \$1,000,000 per occurrence / \$2,000,000 annual aggregate.
2. Stop Gap/Employers Liability coverage with limits not less than \$1,000,000 per accident/disease,
3. Business Automobile Liability coverage with limits not less than \$1,000,000 per accident for any auto
4. Workers’ Compensation coverage as required by the Industrial Insurance Laws of the State of Washington.
5. Consultant’s Errors & Omissions or Professional Liability with limits not less than \$1,000,000 per claim and as an annual aggregate.
6. Network Security and Privacy Liability coverage with limits not less than \$1,000,000 per occurrence and as an annual aggregate, which names the City, its officials, employees and volunteers as additional insureds. Said coverage shall be primary and non-contributory.

### **B. Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the City.

### **C. Other Provisions**

Commercial General Liability (including the Products/Completed Operations Coverage) policies shall be endorsed to:

1. Include the City, its officials, employees and volunteers as additional insureds,
2. Provide that such insurance shall be primary as respects any insurance or self-insurance maintained by the City,
3. Each insurance policy shall provide that coverage shall not be canceled except after thirty (30) days’ written notice has been given to the City.

### **D. Acceptability of Insurers**

Insurance shall be placed with insurers with a rating acceptable to the City.

### **E. Verification of Coverage**

Contractor shall furnish the City with certificates of insurance required by this clause. The certificates are to be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

**F. Subcontractors**

Contractor shall require subcontractors to provide coverage which complies with the requirements stated herein.

## **Attachment “C”**

### **EQUAL OPPORTUNITY REQUIREMENTS**

#### **General Instructions:**

Applications: The following materials pertain to the Equal Opportunity Requirements of the City of Bellevue as set forth in Chapter 4.28.143 of the Bellevue City Code. All contractors, subcontractors, consultants, Vendors and suppliers who contract with the City in a total amount of thirty-five thousand or more within any given year must comply with these requirements.

Affidavit: Before being considered for a contract of the magnitude listed above, all contractors will be required to submit the “Affidavit of Equal Opportunity Compliance” as part of their proposal/qualifications or upon the request of the Procurement Services Division.

Compliance: The City of Bellevue reserves the right to randomly select contractors, subcontractors, consultants, Vendors or suppliers to be audited for compliance of the requirements listed. During this audit, the contractors, etc. will be asked for a specific demonstration of compliance with the requirements.

Noncompliance: A finding of a noncompliance may be considered a breach of contract and suspension or termination of the contract may follow.

City contact: The City’s Compliance Officer is the Procurement Services Division, and specific questions pertaining to this section may be directed to the Procurement Services Division (425) 452-7876.

#### **Bellevue City Code Excerpt**

Section 4.28.143 of the Bellevue City Code establishes the requirements for all contractual service providers:

“All contractors, subcontractors, consultants, Vendors and suppliers who contract with the City of Bellevue in a total amount of thirty-five thousand or more within any given year are required to take affirmative action and comply with the following requirements of this section. There shall be included in any contract between such contractual services provider and the City of Bellevue the following provisions:

1. Contractor shall make specific and constant recruitment efforts with minority and women’s organizations, schools, and training institutions. This shall be done by notifying relevant minority and women’s organizations.
2. Contractor shall seek out eligible minority and women contractors to receive subcontract awards. Appropriate minority and women contractors shall be notified in writing of any bids advertised for subcontract work.
3. Contractor shall provide a written statement to all new employees and subcontractors indicating commitment as an equal opportunity employer and the steps taken to equal treatment of all persons.
4. Contractor shall actively consider for promotion and advancement available minorities and women.
5. Contractor is encouraged to make specific efforts to encourage present minority and women employees to help recruit qualified members of protected groups.
6. Contractor is encouraged to provide traditional and nontraditional employment opportunities to female and minority youth through after school and summer employment.
7. Contractor is encouraged to assist in developing the skills of minorities and women by providing or sponsoring training programs.

Willful disregard of the City’s nondiscrimination and affirmative action requirements shall be considered breach of contract and suspension or termination of all or part of the contract may follow.

All contractors, subcontractors, Vendors, consultants or suppliers of the City required to take affirmative action must sign the affidavit of compliance and submit with the bid proposal or upon the request of the Procurement Services Division. All documents related to compliance steps listed above shall be presented upon the request of the Procurement Services Division. The Procurement Services Division shall serve as the compliance officer for the city and is authorized to develop and issue procedures for the administration of this section.”

**Interpretations:**

In order to more readily determine compliance with BCC 4.28.143, the following interpretations are provided:

Requirement 1. When a contractor needs to recruit, they must notify minority and women’s organizations, schools and training institutions. Such “notification” can be in the form of an advertisement in newspapers or trade journals of general circulation in the metropolitan Seattle area. When the contractor hires through a union hiring hall, the contractor must be able to provide confirmation, upon request by the City, that the hiring hall has an equal opportunity policy.

Requirement 2. When a contractor intends to subcontract out any work they shall notify minority and women contractors for the subcontract work. The requirements to notify minority and women contractors of any bids can be satisfied by advertising in newspapers or trade journals that are of general circulation in the metropolitan Seattle area.

Requirement 3. If and when a contractor hires new employees or contracts with subcontractors, the contractor must alert such employees and subcontractors to the contractor’s commitment as an equal opportunity employer, etc. This requirement may be complied with by posting a notice of equal opportunity commitment at the job shack, or by the time clock.

Requirement 4. If and when a contractor promotes or advances employees, the contractor must consider all eligible employees.

The City of Bellevue reserves the right to audit all contractors for compliance with the requirements set forth in BCC 4.28.143.

## Affidavit of Title VI Compliance Section -

### Assurances for Consultants, Contractors, Subcontractors, Suppliers and Manufacturers

- **Compliance with Regulations:** The Consultant shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter DOT), Title 49, Code of Federal Regulations, part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- **Nondiscrimination:** The Consultant, with regard to the work performed during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- **Solicitations for Subcontracts, including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex or national origin.
- **Information and Reports:** The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City of Bellevue or the Washington State Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the City of Bellevue or the Washington State Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.
- **Sanctions for Noncompliance.** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the City of Bellevue and the Washington State Department of Transportation shall impose such contract sanctions as it, or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding of payments to the Consultant under the contract until the contractor complies, and/or;
  - b. Cancellation, termination, or suspension of the contract, in whole or in part.

**Incorporation of Provisions.** The Consultant shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontractor or procurement as the City of Bellevue or the US Department of Transportation, Federal Highway Administration, may direct as a means of enforcing such provisions including sanctions for non-compliance. Provided, however, that in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the City of Bellevue enter into such litigation to protect the interests of the City and, in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

# AFFIDAVIT OF EQUAL OPPORTUNITY & TITLE VI COMPLIANCE

\_\_\_\_\_ certifies that:

Respondent

1. If necessary to recruit additional employees, it has:
  - a. Notified relevant minority and women’s organizations, or
  - b. Hired through a union hall with an equal opportunity policy.
  
2. It intends to use the following listed construction trades in the work under the contract:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
3. In sourcing subcontract work for trades listed above, it has notified in writing appropriate minority and women contractors of bids for subcontract work.
4. It will obtain from its subcontractors and submit upon request, an Affidavit of Equal Opportunity Compliance as required by these bid documents.
5. It has provided a written statement to all new employees or subcontractors indicating its commitment as an equal opportunity employer.
6. It has considered all eligible employees for promotion or advancement when promotion or advancement opportunities have existed.

By: \_\_\_\_\_  
(authorized signature)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Attachment "D"**  
**CITY OF BELLEVUE NON-DISCLOSURE AGREEMENT**  
**(STANDARD RECIPROCAL)**

This Non-Disclosure Agreement (the "Agreement") is made and entered into as of the later of the two signature dates below by and between CITY OF BELLEVUE, a Municipal corporation ("COB"), and \_\_\_\_\_ corporation ("Company") and is entered into for \_\_\_\_\_ . (what the project is about e.g. evaluation of the CIS system)

IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED IN THIS AGREEMENT AND THE MUTUAL DISCLOSURE OF CONFIDENTIAL INFORMATION, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Definition of Confidential Information and Exclusions.

- (a) "Confidential Information" means nonpublic information that a party to this Agreement ("Disclosing Party") designates as being confidential to the party that receives such information ("Receiving Party") or which, under the circumstances surrounding disclosure ought to be treated as confidential by the Receiving Party. "Confidential Information" includes, without limitation, information in tangible or intangible form relating to and/or including released or unreleased Disclosing Party software or hardware products, the marketing or promotion of any Disclosing Party product, Disclosing Party's business policies or practices, and information received from others that Disclosing Party is obligated to treat as confidential. For purpose of this agreement, this confidential information also includes but is no limited to the following types of information, whether in writing or not: all documentation, other tangible or intangible discoveries, ideas, concepts, drawings, specifications, techniques, data or any other information including any information the Disclosing Party obtains from another party which the Disclosing Party treats as proprietary or designates as confidential information whether or not it is owned by the Disclosing Party. Except as otherwise indicated in this Agreement, the term "Disclosing Party" also includes all Affiliates of the Disclosing Party and, except as otherwise indicated, the term "Receiving Party" also includes all Affiliates of the Receiving Party. An "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, controls, are controlled by, or are under common control with a party.
- (b) Confidential Information shall not include any information, however designated, that: (i) is or subsequently becomes publicly available without Receiving Party's breach of any obligation owed Disclosing Party; (ii) became known to Receiving Party prior to Disclosing Party's disclosure of such information to Receiving Party pursuant to the terms of this Agreement; (iii) became known to Receiving Party from a source other than Disclosing Party other than by the breach of an obligation of confidentiality owed to Disclosing Party; (iv) is independently developed by Receiving Party.

2. Obligations Regarding Confidential Information

- (a) Receiving Party shall:
- (i) Refrain from disclosing any Confidential Information of the Disclosing Party to third parties for two (2) years following the date that Disclosing Party first discloses such Confidential Information to Receiving Party, except as expressly provided in Sections 2(b) and 2(c) of this Agreement;
  - (ii) Take reasonable security precautions, at least as great as the precautions it takes to protect its own confidential information, but no less than prevailing standard of reasonable care in the Receiving Party's industry, to keep confidential the Confidential Information of the Disclosing Party;
  - (iii) Refrain from disclosing, reproducing, summarizing and/or distributing Confidential Information of the Disclosing Party except in pursuance of Receiving Party's business relationship with Disclosing Party, and only as otherwise provided hereunder; and
  - (iv) Refrain from reverse engineering, decompiling or disassembling any software code and/or pre-release hardware devices disclosed by Disclosing Party to Receiving Party under the terms of this Agreement, except as expressly permitted by applicable law.
- (b) Receiving Party may disclose Confidential Information of Disclosing Party in accordance with judicial action, federal or state public disclosure requirements, state or federal regulations, or other governmental order or requirement of law, provided that Receiving Party either (i) gives the undersigned Disclosing Party reasonable notice prior to such disclosure to allow Disclosing Party a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation. In the event the Disclosing Party elects to obtain a protective order or equivalent, or legally contest and avoid such disclosure, the Receiving Party shall fully cooperate with the Disclosing Party.
- (c) The undersigned Receiving Party may disclose Confidential Information only to Receiving Party's employees and consultants on a need-to-know basis. The undersigned Receiving Party will have executed or shall execute appropriate written agreements with third parties sufficient to enable Receiving Party to enforce all the provisions of this Agreement.
- (d) Receiving Party shall notify the undersigned Disclosing Party immediately upon discovery of any unauthorized use or disclosure of Confidential Information or any other breach of this Agreement by Receiving Party and its employees and consultants, and will cooperate with Disclosing Party in every reasonable way to help Disclosing Party regain possession of the Confidential Information and prevent its further unauthorized use or disclosure. Upon discovery of an inadvertent or accidental disclosure, the Receiving Party shall promptly notify the Submitting Party of such disclosure and shall take all reasonable steps to retrieve the disclosure and prevent further such disclosures. If the foregoing requirements are met, a Receiving Party shall not be liable for inadvertent disclosure.

- (e) The restrictions herein shall not apply with respect to Confidential Information which:
  - (i) Is or becomes known to the general public without breach of this Agreement; or
  - (ii) Is or has been lawfully disclosed to a Receiving Party by a third party without an obligation of confidentiality;
  - (iii) Is independently developed by a Party without access to or use of the Confidential Information; or
  - (iv) At the end of the period of confidentiality set forth in this agreement.
  
- (f) All tangible information, including drawings, specifications and other information submitted hereunder, by the Receiving Party to the other shall remain the property of the Disclosing Party. The Receiving Party promptly shall return Confidential Information, including all originals, copies, reproductions and summaries of Confidential Information and all other tangible materials and devices provided to the Receiving Party, and shall cease any further use thereof, upon the first to occur of the following events:
  - (i) written request of the Submitting Party;
  - (ii) termination of this Agreement; or
  - (iii) completion of the purpose for which the Confidential Information was disclosed.In lieu of the foregoing, the Receiving Party, upon mutual consent, may destroy all copies of the Confidential Information and certify to the Submitting Party in writing that it has done so.
  
- (g) The receiving Party shall not export, directly or indirectly, any Confidential Information or any products utilizing such data unless it first complies with any applicable laws and regulations pertaining thereto, including, but not limited to, U.S. export laws or traffic in arms regulations.

### 3. Remedies

The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that Disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

### 4. Miscellaneous

- (a) All Confidential Information is and shall remain the property of Disclosing Party. By disclosing Confidential Information to Receiving Party, Disclosing Party does not grant any express or implied right to Receiving Party to or under any patents, copyrights, trademarks, or trade secret information except as otherwise provided herein. Disclosing Party reserves without prejudice the ability to protect its rights under any such patents, copyrights, trademarks, or trade secrets except as otherwise provided herein. Except as expressly herein provided, no rights, licenses or relationships whatsoever are to be inferred or implied by the furnishing of Confidential Information specified above or pursuant to this Agreement.
  
- (b) The terms of confidentiality under this Agreement shall not be construed to limit either the Disclosing Party or the Receiving Party's right to independently develop or acquire

products without use of the other party's Confidential Information. Further, the Receiving Party shall be free to use for any purpose the residuals resulting from access to or work with the Confidential Information of the Disclosing Party, provided that the Receiving Party shall not disclose the Confidential Information except as expressly permitted pursuant to the terms of this Agreement. The term "residuals" means information in intangible form, which is retained in memory by persons who have had access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. The Receiving Party shall not have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this sub-paragraph shall not be deemed to grant to the Receiving Party a license under the Disclosing Party's copyrights or patents.

- (c) This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. It shall not be modified except by a written agreement dated subsequent to the date of this Agreement and signed by both parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence on the part of Disclosing Party, the Receiving Party, their agents, or employees, but only by an instrument in writing signed by an authorized employee of Disclosing Party and the Receiving Party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.
- (d) If either Disclosing Party or the Receiving Party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs. This Agreement shall be construed and controlled by the laws of the State of Washington, and the parties further consent to exclusive jurisdiction and venue in the federal courts sitting in King County, Washington, unless no federal subject matter jurisdiction exists, in which case the parties consent to the exclusive jurisdiction and venue in the Superior Court of King County, Washington. Company waives all defenses of lack of personal jurisdiction and forum non-conveniens. Process may be served on either party in the manner authorized by applicable law or court rule.
- (e) This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement (whether by operation of law, sale of securities or assets, merger or otherwise), in whole or in part, without the prior written approval of the other party. Any attempted assignment in violation of this Section shall be void.
- (f) If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.
- (g) Either party may terminate this Agreement with or without cause upon ninety- (90) days prior written notice to the other party. All sections of this Agreement relating to the rights and obligations of the parties concerning Confidential Information disclosed during the term of the Agreement shall survive any such termination.

(h) This Agreement is not intended to constitute, create, give effect to, or otherwise recognize a joint venture, partnership or formal business entity of any kind and the rights and obligations of the Parties shall be limited to those expressly set forth herein. Any exchange of Confidential Information under this Agreement shall not be deemed as constituting any offer, acceptance, or promise of any further contract or amendment to any contract which may exist between the Parties. Nothing herein shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both Parties. Each Party shall act as an independent contractor and not as an agent of the other for any purpose whatsoever and neither shall have any authority to bind the other. Moreover, this Agreement shall create no obligation by either Party to disclose any particular kind or quantity of information to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

COMPANY: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_

CITY OF BELLEVUE  
450 110<sup>th</sup> Avenue NE  
Bellevue, WA 98004

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

## Attachment “E” COST PROPOSAL

### Service 1 – Annual Maximo Maintenance

Please provide annual unit cost for the maintenance and Level 1, 2, and 3 support services for products listed below given the current license quantities. Make sure the yearly rate(s) given are inclusive of all applicable costs (i.e. travel, overhead, profit, etc.). Also include aggregate pricing if price advantages are available. The City may add licenses through the year and intends to purchase maintenance that will match our existing expiration date.

| Quantity | Part number | Description   | Current Expiration date | Year 1 cost | Year 2 cost | Year 3 cost | Year 4 cost |
|----------|-------------|---|-------------------------|-------------|-------------|-------------|-------------|
| 291      | E0AU3LL     | IBM Maximo Asset Management Self Service Requestor Authorized User Annual SW Subscription & Support Renewal | 2/28/2013               |             |             |             |             |
| 149      | E0AU1LL     | IBM Maximo Asset Management Limited Use Authorized User Annual SW Subscription & Support Renewal            | 2/28/2013               |             |             |             |             |
| 150      | E0AU2LL     | IBM Maximo Asset Management Authorized User Annual SW Subscription & Support Renewal                        | 2/28/2013               |             |             |             |             |
| 30       | E0AUDLL     | IBM Maximo for Transportation Authorized User Annual SW Subscription & Support Renewal                      | 2/28/2013               |             |             |             |             |

**Service 2 – Professional Services**

Please provide hourly rates for the services listed below. Make sure the hourly rate(s) given are inclusive of all applicable costs (i.e. travel, overhead, profit, etc.). Also include aggregate pricing if price advantages are available.

1. System Administration- including, but not limited to, upgrades, patches, troubleshooting and possible assistance with Maximo upgrades.

| Remote     |            | On-Site    |            |
|------------|------------|------------|------------|
| Year 1 & 2 | Year 3 & 4 | Year 1 & 2 | Year 3 & 4 |
|            |            |            |            |

2. Maintenance & Repair Services – including, but not limited to, repair or modify reports and modify forms.

| Remote     |            | On-Site    |            |
|------------|------------|------------|------------|
| Year 1 & 2 | Year 3 & 4 | Year 1 & 2 | Year 3 & 4 |
|            |            |            |            |

3. Development Services - including, but not limited to, as MBO extension, integrations and form development.

| Remote     |            | On-Site    |            |
|------------|------------|------------|------------|
| Year 1 & 2 | Year 3 & 4 | Year 1 & 2 | Year 3 & 4 |
|            |            |            |            |

4. Consulting Services – including, but not limited to, assistance with stepping staff through processes to repair the application in-house.

| Remote     |            | On-Site    |            |
|------------|------------|------------|------------|
| Year 1 & 2 | Year 3 & 4 | Year 1 & 2 | Year 3 & 4 |
|            |            |            |            |

5. Annual Minimum:

# **Attachment “F”**

## **TECHNOLOGY RESOURCE USAGE POLICY AND WORK RULES**

### **Executive Summary**

This policy is designed to establish acceptable and appropriate use of computer and information systems, networks and other information technology resources at the City of Bellevue. The purpose of these policies is to safeguard and protect all technology resources from anything other than authorized and intended use. The main points to remember are:

1. The City provides network, communications systems, equipment and devices. (“technology resources”) to carry out legitimate City business. By using the City’s technology resources, an employee consents to disclosing the contents of any data files, information and communications created on, stored on, transmitted, received or exchanged via its network, communications systems, equipment or devices.
2. There is no right to privacy in the use of City technology resources. By using the City’s technology resources an employee consents to monitoring, recording, and reviewing the use of that technology resource.
3. Users are expected to act lawfully, ethically and professionally, and to exercise common sense. Actions that are embarrassing to explain to the public, City Council, City Manager or media should be avoided.
4. Users who are granted access to critical data are responsible for its protection.
5. Incidental use for personal needs is allowed as long as that activity does not interfere with City business or conflict with any City policy or work rule.
6. Use of technology in violation of this policy is subject to disciplinary action up to and including termination.

(Technology definitions provided in section 12)

### **1. Scope**

- 1.1. The following policies define appropriate use of the City of Bellevue network, computers, mobile computing devices, smart phones, all related peripherals, software, electronic communications, and Internet access. They apply to the access of the City’s network and use of computing technology resources at any location, from any device, via wired or wireless connection. They apply to all users of City technology resources regardless of employment status. Access to all networks and related resources require that each user be familiar with these policies and associated work rules. The City of Bellevue authorizes the use of computing and network resources by City staff, contractors, volunteers and others to carry out legitimate City business. All users of City computing and network resources will do so in an ethical, legal, and responsible manner. All use of technology resources must be consistent with the intent and requirements of all City policies and work rules. Technology resources may not be used to facilitate operation of a personal business such as sale of cosmetics, consulting, etc.

### **2. Ownership of Data**

- 2.1. The City owns all data, files, information, and communications created on, stored on, transmitted, received or exchanged via its network, communications systems, equipment and devices (including e-mail, voicemail, text messages and Internet usage logs even if such communications resides with a third party provider) and reserves the right to inspect and monitor any and all such communications at any time, for any business purpose and with or without notice to the employee. The City may conduct random and requested audits of employee accounts (including accounts with commercial or other third party providers if used in the course of conducting City business) in order to ensure compliance with policies and requirements, to investigate suspicious activities that could be harmful to the organization, to assist Departments in evaluating performance issues and concerns, and to identify productivity or related issues that need additional educational focus within the City. Internet, e-mail, voicemail, text message communications and Internet usage logs may be subject to public disclosure and the rules of discovery in the event of a lawsuit. The City's Internet connection and usage is subject to monitoring at any time with or without notice to the employee. There is no right to privacy in the use of City technology resources.

### **3. Personal Use**

- 3.1. Technology resources may be used for incidental personal needs as long as such use does not result in or subject the city to additional cost or liability, interfere with business, productivity or performance, pose additional risk to security, reliability or privacy, cause or tend to cause damage to the City's reputation or credibility, or conflict with the intent or requirements of any City policy or work rule. Incidental personal usage should generally conform to limits typically associated with personal phone calls. This document does not attempt to address every possible situation that may arise. Professional judgment, etiquette, and common sense should be exercised while using City technology resources. Please note that any data stored on City systems including but not limited to email, word documents, and photos may be subject to public disclosure requests.

### **4. Internet/Intranet Usage**

- 4.1. This technology usage agreement outlines appropriate use of the Internet/Intranet. Usage should be focused on business-related tasks. Incidental personal use is allowed as discussed under this section, but there is no right to privacy in an employee's use of the Internet/Intranet. Employee Internet usage is monitored. Web Usage Reports are provided to Directors to help them monitor their staff's use of the Internet.
- 4.2. Use of the Internet, as with use of all technology resources, should conform to all City policies and work rules. Filtering software will be used by the City to preclude access to inappropriate web sites unless specific exemptions are granted as a requirement of work duties (e.g., police have the ability to access sites on criminal activity, weapons etc.). Attempts to alter or bypass filtering mechanisms are prohibited. When it is available BellevueConnectStaff should be used for wireless access. Staff using City equipment should not use BellevueConnect, BellevueConnectOutdoor or other outside wireless services to bypass web filtering and monitoring.

4.3. Except for City business related purposes, visiting or otherwise accessing the following types of sites is prohibited:

- “adult” or sexually-oriented web sites
- sites associated with hate crimes or violence
- personal dating sites
- gambling sites
- sites that would create discomfort to a reasonable person in the workplace

4.4. The City recognizes that public Internet communications technologies (Web 2.0) are effective tools to promote community and government interaction and that employees want to participate in public communication via blogging, discussion forums, wikis, mashups, social networking, message boards, e-mail groups and other media that are now commonplace tools by which people share ideas and information.

However, since activities on public Internet communication sites are electronically associated with City network addresses and accounts that can be easily traced back to the City of Bellevue, the following rules must be followed for participation on these interactive public Internet communication sites:

- a. When expressing staff’s personal view, make it clear that it does not necessarily represent the views of the City of Bellevue. Opinions or views other than those reflective of City policy must contain the following disclaimer: "The content of this electronic communication does not necessarily reflect the official views of the elected officials or citizens of the City of Bellevue."
- b. Always protect the confidentiality, integrity, and availability of all critical information.
- c. Employees must not post any material that is obscene, defamatory, profane, libelous, threatening, harassing, abusive, hateful, or embarrassing to or of any other employee, person, and/or entity.
- d. To protect staff’s privacy and the privacy of others, phone numbers or email addresses must not be included in the content body.
- e. Public Internet communications activity should contribute to staff’s body of work as an employee of the City and must not interfere with or diminish productivity.

## **5. E-Mail Usage**

5.1. E-mail content must be consistent with the same standards as expected in any other form of written (or verbal) communication occurring in a business setting where documents are subject to public disclosure.

5.2. Users must manage their e-mail in accordance with records retention policies and procedures as defined and identified by the City Clerk’s Office.

5.3. Use of the “Everyone\_COB” or “Everyone\_Staff” distribution lists is restricted to the City Manager’s Office, Department Directors and their specific designees. Under no circumstances should an employee “Reply to All” to an Everyone\_COB or Everyone\_Staff message.

- 5.4. External mass distribution e-mails to 50 or more recipients are prohibited from City e-mail accounts. Staff communicating to distribution lists of 50 or more recipients should utilize GovDelivery "E-Mail Alerts," (which allow people to sign up to receive e-mails whenever substantive changes are made to city web pages) or listserv technology.
- 5.5. The City provides staff access to and support of the Exchange/Outlook messaging (e-mail) system. Access or usage of any other messaging systems is not allowed unless it is web based. Subject to the personal use limitations explained above, staff may access web-based personal email but should not download personal documents or attachments from these sites. Staff may not install client based software such as AOL for internet service on city equipment.
- 5.6. Users should be attentive to emails that have unusual or questionable subject lines to mitigate spam, phishing and script born viruses that come into the network through email attachments or by clicking on links that lead to hostile web sites. If you suspect phishing or script born viruses in email attachments immediately contact the support desk.
- 5.7. The use of e-mail to send or solicit the receipt of inappropriate content such as sexually oriented materials, hate mail, content that a reasonable person would view as obscene, harassing or threatening and having no legitimate or lawful purpose or contents falling within the inappropriate categories for internet usage is prohibited.
- 5.8. The incidental personal use of e-mail from a City account to express opinions or views other than those reflective of City policy must contain the following disclaimer: "The contents of this electronic mail message do not necessarily reflect the official views of the elected officials or citizens of the City of Bellevue."

## **6. Security**

- 6.1. ITD must authorize all access to central computer systems. Each user is responsible for establishing and maintaining a password that meets City requirements as described in the City's [password policy](#). The use of another user's account or attempt to capture other users' passwords is prohibited. Each user is responsible for restricting unauthorized access to the network by locking their computer or logging out of their computer account when leaving their computer unattended. Staff who discovers unauthorized use of their accounts must immediately report it to IT Support at support@bellevuewa.gov or call x2886.
- 6.2. The City of Bellevue will take the necessary steps to protect the confidentiality, integrity, and availability of all of its critical information. Critical information is defined as information which if released could damage the City financially; put employees at risk; put facilities at risk; or could cause legal liability. Examples of critical data include: employee health information, social security numbers, credit card holder information, banking information, police crime investigation information, etc.
- 6.3. Staff with access to critical information are responsible for its protection. Staff must take reasonable steps to ensure the safety of critical information including: avoid putting critical data on laptops; encrypting data any time it is electronically transported outside the City network; not storing, saving, or transmitting critical data to a home computer or other external computer; ensuring inadvertent viewing of information does not take place, and destroying or rendering the information unreadable when done with it.

- 6.4. Staff should not transport critical City data on unencrypted devices such as thumb drives, CD's, or Smartphones. The City has standards for encrypted USB drives that should be used for this purpose. Information about these standards can be obtained from ITD Support at support@bellevuewa.gov or call x2886.
- 6.5. Department ITGC representative approval is required prior to moving any and all physical media containing critical data (as defined in the City's [Data Classification Policy](#)) from a secured area.
- 6.6. The City will restrict access to critical information only to staff who have a legitimate business need-to-know. Each system owner is responsible for keeping an inventory of critical information and ensuring that access to it is limited.
- 6.7. Staff will be assigned unique user IDs and passwords for network access. Access to systems and applications containing critical information will only be allowed via unique user IDs. Access will be monitored and actions will be traceable to authorized users.
- 6.8. Staff are prohibited from sharing their passwords or allowing anyone else to use their network account for any reason.

## **7. Network Access and Usage**

- 7.1. The Information Technology Department (ITD) must approve connecting devices to the City's network. This includes PCs, network hubs and switches, printers, handhelds, scanners, remote connections, and wireless or wired devices. The use of personal routers and wireless access points on the City network is not allowed.
- 7.2. The installation, removal, or altering of any software on City-owned equipment is prohibited without authorization from a department manager or designee.
- 7.3. Smart phones (Internet and/or e-mail capable cell phones) must meet and adhere to the current standards for those devices as established by ITD. Personally owned smart phones may be connected to the City's network after ITD approval. This approval will only be granted after verification that the phone meets City standards and staff have signed applicable smart phone and/or stipend agreements per the smart phone policy.
- 7.4. Exploiting or attempting to exploit any vulnerability in any application or network security is prohibited. Sharing of internal information with others that facilitates their exploitation of a vulnerability in any application or network security is also prohibited. It is also prohibited to knowingly propagate any kind of spyware, and/or denial of service attack or virus onto the City network or computers. Staff who encounter or observe vulnerability in any application or network security must immediately report it to IT Support at support@bellevuewa.gov or call x2886.
- 7.5. Staff must follow the privacy and rules governing the use of any information accessible through the network, even if that information is not securely protected.
- 7.6. Non-City staff (e.g. vendors, contractors) are required to have their personal computers (PC) scanned by ITD for virus detection prior to connecting to the City's network. If the PC is going to continue to be connected (even occasionally) to the City's network it must be scanned a minimum of every 30 days. Representatives of the contracting departments are responsible for assisting their contractors to engage ITD to perform these services by contacting ITD Support at support@bellevuewa.gov or calling x2886.

- 7.7. Disabling, altering, over-riding, or turning off any mechanism put in place for the protection of the network and workstation environments is strictly forbidden. This includes the installation of any software designed to circumvent security measures.
- 7.8. Because of band-width limitations inherent in any network system, use of the City's network to download non-business related information is prohibited. Examples include streaming video of baseball games, streaming audio of radio programs, MP3 files, on-line games, etc.
- 7.9. Transmission, distribution, or storage of any information or materials in violation of federal, state or municipal law is prohibited. Software that is copyrighted or licensed may not be shared or illegally distributed. Copyright violations are federal offenses that may result in civil and criminal penalties to employees and the City of Bellevue.
- 7.10. Users must manage their electronic documents in accordance with records retention policies and procedures as defined and identified by the City Clerk's Office. Documents past their retention schedules should be deleted from the network to save space and eliminate the need to backup unnecessary files.
- 7.11. Access to the City's network via VPN requires approval from ITD. VPN accounts will be audited quarterly. Accounts not actively being used will be deactivated or removed. Reactivation of intermittently used VPN accounts for vendor support purposes will be accommodated upon request. VPN users must have commercial up-to-date anti-virus software. Vendors accessing the City network via VPN must adhere to the rules in the Vendor VPN Access SOP
- 7.12. Remote access to the City's applications via Citrix requires approval from the employee's manager or supervisor.
- 7.13. At least annually, departments need to review and approve network accounts and accounts for their applications. ITD will assist as needed in doing these reviews.

## **8. Administration, Reporting and Violations/Discipline**

- 8.1. Each Department will designate specific employees who have the authority to authorize ITD to provide accounts and access to technology resources. Suspected violations or concerns should be reported to IT Support at support@bellevuewa.gov or by calling x2886.
- 8.2. ITD, the Departments, and HR share responsibilities in enforcing the Technology Resource Usage Policy (TRUP) as follows

## **9. ITD Responsibilities**

- 9.1. ITD is responsible for recommending TRUP guidelines that are enforceable.
- 9.2. ITD is responsible for enterprise monitoring of technology resources using security and monitoring tools. Security and monitoring information will be provided to HR as requested to support the investigation of TRUP or other policy violations.
- 9.3. If, in the normal course of business activities, ITD discovers violations of the TRUP, ITD will report the activities to the employee's supervisor, Director of HR, and/or to the City Manager depending upon the severity of the infraction.

## **10. Departments Responsibilities**

- 10.1. Departments assist in the development and adoption of the TRUP through ITGC.

- 10.2. If, in the course of normal business activities, department management suspects an employee has or is violating the TRUP they must report the suspected infractions to Human Resources.
- 10.3. Departments are responsible for carrying out any disciplinary actions in response to TRUP violations.
- 10.4. Assist in education and communication on an ongoing basis

## **11. Human Resources Responsibilities**

- 11.1. Human Resources assists in the development and adoption of the TRUP through ITGC.
- 11.2. Human Resources is responsible for integrating the TRUP into new hire orientation and training and ongoing training of City work rules and policies.
- 11.3. Human Resources is responsible for the evaluation of reported TRUP infractions, and may request additional monitoring information (e.g., security logs) from ITD as part of their investigation and evaluation process
- 11.4. Human resources is responsible for providing necessary information to Department Directors to facilitate and coordinate with department management the consistent application of disciplinary action when TRUP infractions occur.
- 11.5. As with any set of policies or rules, exceptions may be granted and documented on a case-by-case basis. These require authorization from the Department involved as well as from ITD. Some exceptions may also require City Manager approval.
- 11.6. Violations of the TRUP, work rules, or otherwise inappropriate use of technology resources are subject to disciplinary action up to and including termination. Actions that demonstrate a clear disregard for these policies and requirements and either resulted or could have resulted in damage or serious disruption to the City's network, systems, services, or data; or either resulted or could have resulted in damage to the City's credibility or reputation with the public may result in immediate discharge.

## **12. Definitions: (Courtesy of WebOpida.com and Wikipedia.com)**

- 12.1. Blog - Short for Web log, a Blog is a Web page that serves as a publicly accessible personal journal for an individual. Typically updated daily, blogs often reflect the personality of the author. Blogging is when one posts to a Blog.
- 12.2. Incidental use – The use of City systems for limited personal use such as Internet browsing to look for and order personal items. This use should be limited to personal time such as lunch and breaks.
- 12.3. Mashup - a Web page or application that uses and combines data, presentation or functionality from two or more sources to create new services.
- 12.4. Media – see Physical Media
- 12.5. Phishing - The act of sending an e-mail to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft. The e-mail directs the user to visit a Web site where they are asked to update personal information, such as passwords and credit card, social security, and bank account numbers, that the legitimate organization already has. The Web site, however, is bogus and set up only to steal the user's information.

- 12.6. Physical Media – Media which is utilized to store data and could potentially be used to transport information out of secure areas. These include but are not limited to paper reports, faxes, thumb drives, and CDs.
- 12.7. Spyware - Any software that covertly gathers user information through the user's Internet connection without his or her knowledge, usually for advertising purposes. Spyware applications are typically bundled as a hidden component of freeware or shareware programs that can be downloaded from the Internet; however, it should be noted that the majority of shareware and freeware applications do not come with Spyware. Once installed, the Spyware monitors user activity on the Internet and transmits that information in the background to someone else. Spyware can also gather information about e-mail addresses and even passwords and credit card numbers.
- Spyware is similar to a Trojan horse in that users unwittingly install the product when they install something else. A common way to become a victim of Spyware is to download certain peer-to-peer file swapping products that are available today.
- 12.8. VPN – Short for virtual private network, a network that is constructed by using public wires to connect nodes. For example, there are a number of systems that enable you to create networks using the Internet as the medium for transporting data. These systems use encryption and other security mechanisms to ensure that only authorized users can access the network and that the data cannot be intercepted. VPN is used by outside computers to connect to the City of Bellevue network.

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## Attachment "G"

### INFORMATION SECURITY REQUIREMENTS

Consultants with access to City data or systems shall provide their services in a manner consistent with the City's Information Security policies. This includes, but is not limited, to ensuring that user accounts are known only by the individual assigned access, and not shared with anyone unless approved by the City in advance. If Consultants have remote access into systems with City data, Consultants shall ensure that the remote access is conducted from IT systems which have the latest security patches, anti-virus, and malware signatures.

Consultants are required to protect City data per the following table:

|                     |  |
|---------------------|--|
| <b>Critical</b>     | <p>The most private and restricted type of data stored, processed or transmitted by the City (e.g. credit card data, individually identifiable health information, social security numbers). This type of data must be strictly monitored and controlled at all times.</p> <p>When in electronic form, such data must be stored and transmitted in encrypted form. The data also must be version controlled, and must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure agreement (NDA) with the City.</p> <p>Unauthorized disclosure or use of such data would violate laws, regulations or standards and/or cause a significant adverse impact to the City, its citizens, or business partners.</p>   |
| <b>Confidential</b> | <p>Data that is private and restricted (e.g. detailed information about the City's security controls or computer network, citizen account information, employee performance reviews). This includes data which by statute is specifically exempted from public disclosure.</p> <p>Such data must be restricted to those having a need for specific access in order to accomplish a legitimate task.</p> <p>When in electronic form, such data may be stored and transmitted in encrypted form. The data must not be sent or taken outside of the City without explicit permission of a City department manager or the data owner. Such data must only be sent to business partners who have executed an approved non-disclosure agreement (NDA) with the City.</p> <p>Unauthorized disclosure or use of such data may violate laws, regulations or standards and/or would likely cause a significant adverse impact to the City, its citizens, or business partners.</p> |

A Contractor responsible for providing managed hosting services (such as hosting a website on behalf of the City), the Contractor shall ensure that website, access control systems, and supporting

Operating Systems and Applications are secure. At a minimum, this includes an annual review of all users with access to the systems, applications, and code provided by Contractor, an annual independent security assessment which includes vulnerability scans, network and application layer penetration tests, code reviews. Independent shall mean that the persons conducting the security assessment will be independent of the design, installation, or maintenance of the systems. Contractor shall have a centralized logging, monitoring, and alerting systems in place such as an Intrusion Detection System (IDS) or Log Management Server. All systems which store, process, or transmit City data shall have updated anti-virus and updated security patches for all software that is no later than 30 days old.

These requirements are not substitutes for the Contractor's obligations under applicable regulatory requirements including, but not limited to, the Payment Card Industry (PCI), Criminal Justice Information System (CJIS), the Health Insurance Portability and Accountability Act (HIPAA), or State Laws. If Contractor has access or retains data that is considered critical or confidential by the City, Contractor acknowledges that it will properly turn over or destroy all data upon termination of the contract. Contractor agrees at reasonable times to provide to the City or to its assignees, the audit rights for all physical locations, systems or networks that store, process, or transmit data on behalf of the City, and will provide access to the independent security assessments within one (1) business day. Contractor shall provide prompt notice to the City of any confirmed or suspected security breach affecting the City's data or informational infrastructure that supports the City's contracted services. Prompt notice shall mean within four (4) hours of discovery of the confirmed breach. Notice will be provided by e-mail and telephone to City's primary technical contact and primary business contact.