



REQUEST FOR PROPOSALS (RFP) #53-24: VEHICLE DAMAGE RECOVERY COLLECTION

Request for Proposal Information:	Submit Proposals to:
<p>RFP Number: 53-24 RFP Title: Vehicle Damage Recovery Collection Date Issued: Wednesday, September 11, 2024</p> <p>Contact Person: Joshua Francis Email Address: joshua.francis@cityofvancouver.us Contact Phone: 360-487-8427</p> <p>Questions Due: Friday, September 27, 2024 Addendum Due: Wednesday, October 2, 2024 Proposals Due: Wednesday, October 9, 2024</p>	<p>Procurement Portal: cityofvancouver.bonfirehub.com</p> <p>For delivery in person, by courier, UPS or FedEx: Attn: Procurement Services Vancouver City Hall 415 W 6th Street Vancouver, WA 98660</p> <p>For Delivery by US Postal Service: Attn: Procurement Services City of Vancouver PO Box 1995 Vancouver, WA 98668</p>

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SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

A. Instructions to Proposers

The City of Vancouver is seeking proposals from qualified firms/individuals for consulting services for vehicle damage recovery collection.

Request for Proposal packets may be examined at: cityofvancouver.bonfirehub.com.

Questions or Requests for Clarification must be sent to Joshua Francis, Procurement Specialist, via email to joshua.francis@cityofvancouver.us and be received by **4:00 p.m. on Friday, September 27, 2024**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued no later than **5:00 p.m. on Wednesday, October 2, 2024**.

The City reserves the right to cancel this Request or reject any and all proposals submitted or to waive any minor formalities of this call, if the best interest of the City would be served.

Proposers may not withdraw proposal after set due date and time, unless award of a contract is delayed for more than 90 days.

Sealed proposals must be received by the City no later than 3:00 PM (Pacific Time) Wednesday, October 9, 2024. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery. Official delivery time shall be documented by City affixed time stamp.

Proposals submitted via the United States Postal Service (USPS) must be addressed: Procurement Services Manager, City of Vancouver, PO Box 1995, Vancouver, Washington 98668-1995. In some cases, acceptance of submissions requiring a signature may be delayed due to City staff not being available to sign for deliveries.

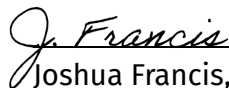
Proposals submitted in person or via courier, UPS or FedEx must be addressed: Procurement Services Manager, City of Vancouver, 415 W. 6th Street, Vancouver, Washington 98660. USPS will not deliver to the street address.

Proposals must be in a sealed envelope, and clearly marked **“RFP 53-24 VEHICLE DAMAGE RECOVERY COLLECTION”**.

Proposals submitted electronically must be submitted through the City’s Procurement Portal: cityofvancouver.bonfirehub.com. Proposals submitted by **FAX** or **EMAIL** will **NOT** be accepted.

The City is committed to providing equal opportunities to State of Washington certified Minority, Disadvantaged, and Women’s Business Enterprises.

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



Joshua Francis, Procurement Specialist

B. Introduction

The City of Vancouver encompasses 51.84 square miles, has an estimated 2020 population of 189,700 and it is projected to exceed 200,000 within the next 10 years. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is southwestern gateway to the State of Washington.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer services, provides fire and police protection as well as parks & recreation programs, administers land use policy, and takes an active role in Vancouver's commercial and industrial development.

Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

C. Scope of Work

The successful Proposer shall be able to provide the following, and demonstrate/explain this within their proposal:

1. Review the file for at fault parties and properly identify the driver and owner of the vehicle and their insurance carrier.
2. Have the vehicle appraised on a national basis by an I-Car (Inter Industry Conference for Collision Repair) Gold Class or better appraiser and have that appraisal reviewed by a central estimate review team also having I-Car Gold Class certification to ensure accuracy, completeness, and compliance with I-Car standards as well as the vehicle manufacturers design and repair specifications.

3. Be able to provide subrogation services for the recovery of damages (repairable damage or total loss) and be able to attest to and subsequently prove average recovery times of 90 days or less.
4. Be able to, based upon documentation provided by the municipality, identify, calculate and pursue the at fault party for the net revenues lost by the municipality for the time the vehicle was being repaired or replaced, if any; or if the damaged unit was not revenue producing but was a specialty vehicle that is not routinely available in the rental market, calculate and pursue the at fault party for the appropriate portion of the municipalities cost to maintain a pool fleet for the period of time the vehicle is being repaired or replaced; or if the vehicle was a non-specialty vehicle that is routinely available in the rental market, the cost or value of a comparable vehicle for the period of time the vehicle was being repaired or replaced.
5. Be able to identify, properly document and pursue the at fault party for the repair related and inherent related diminution of value the vehicle sustained as a result of the damaged caused by the at fault party, if any.
6. Be able to understand, have intimate knowledge of, effectively argue, and recover the costs associated when manufacturers warranties, physical or practical tolerances have been compromised based upon thrust of impact and has rendered a piece of lifesaving equipment such as stretchers and defibrillators not usable until such time as testing has taken place. Those costs would be the shipping and testing of such equipment and subsequent repair. If the testing rendered such equipment worthless and/or not meeting the standards of being able to be used, recovery would include the aforementioned fees and costs together with the replacement cost of the damaged equipment.
7. Be able to provide estimates for minor damages from photos.
8. Any compensation due to the Consultant will be deducted on a percentage or other fee basis acceptable to the City of Vancouver solely from amounts actually collected by the Consultant and that no other fees, costs, expenses, subscription charges, or other compensation will be due from the City of Vancouver.
9. If the City of Vancouver opts to do so, and the Consultant agrees, the City may instruct the Consultant to find local counsel to file suit against a liable party for any claim element. The final recovered amount from any such litigation, in addition to any Compensation to be provided pursuant to ATTACHMENT A, will be the final recovered amount less the legal fees and costs incurred by litigation counsel. Prior to any such suit, the City and Consultant will agree in

writing via Task Assignment as to what the legal fee arrangement will be. Regardless of the foregoing, in no event will the Consultant or its agents, contractors, or employees be authorized to file or prosecute any litigation on the City's behalf without the express written authorization via Task Assignment, which Vancouver City Council shall have the right to refuse in its sole discretion. City Council retains the sole authority to make all final settlement and client-level decisions concerning any potential or actual litigation brought on the City's behalf.

10. The successful Proposer shall provide a portal which allows the City to monitor the progress of all files and securely upload electronically. The successful Proposer must also detail how the City will securely transfer information containing PII.

D. Approximate Timeline

RFP Issued:	Wednesday, September 11, 2024
Questions Due:	Friday, September 27, 2024
Final Addendum Issued:	Wednesday, October 2, 2024
Proposals Due:	Wednesday, October 9, 2024

E. Addendum

It is the sole responsibility of the proposer to learn of Addenda, if any. Such information may be obtained at: cityofvancouver.bonfirehub.com. The City of Vancouver accepts no responsibility or liability and will provide no accommodation to proposers who fail to check for addendums and submit inadequate or incorrect responses.

F. Information

Questions or Requests for Clarification must be sent to Joshua Francis, Procurement Specialist, via email to joshua.francis@cityofvancouver.us and be received by **4:00 p.m. on Friday, September 27, 2024**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on Wednesday, October 2, 2024**.

G. General Information Form

The GENERAL INFORMATION FORM, on the next page, is designed to serve as the cover sheet. Do not attach cover letters, title pages, or blank sheets ahead of this form, nor substitute letterhead for it. If additional space is needed, plain paper may be attached behind this form. This form must be signed by a person authorized to submit proposals and enter into contract negotiations on behalf of your agency. This individual must be at least 18 years of age. **Failure to submit this form will result in your proposal being deemed non-responsive and rejected.**

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

GENERAL INFORMATION FORM RFP #53-24 VEHICLE DAMAGE RECOVERY COLLECTION

This form must be signed by a person authorized to make proposals and enter into contract negotiations on behalf of your entity. **To be considered for this project, the submittals must be completed in accordance with this RFP and this RFP cover sheet must be attached.**

Failure to submit this form will result in your proposal being deemed non-responsive.

_____ Authorized Official (Signature)	_____ Date
_____ Printed Name of Authorized Official	_____ Title of Authorized Official
_____ Company Name	_____ Contact Person
_____ Address	_____ City, State, Zip
_____ Phone Number	_____ E-Mail Address
_____ Federal Tax ID #	

Note: It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at cityofvancouver.bonfirehub.com.

A. Submittal Requirements & Procedure

Submittal Requirements: Proposals should be concise and only include information requested.

- Proposals can be submitted via the Procurement Portal or in hard copy through USPS, FedEx or UPS. Proposals submitted electronically do not need to be submitted in hard copy.
- Proposers submitting in person or through courier, UPS, USPS, or FedEx are to provide: **1** electronic copy of the Proposal – **USB thumb drive** (MS Word, MS Excel compatible or pdf files).
- Page size: 8.5" x11"
- Minimum font size: 12 point
- Maximum number of pages: 20 Pages Double sided (40 Pages single sided)
 - **INCLUDED** IN THE PAGE COUNT: Evaluation Criteria responses, charts, graphs, pictures, samples of previous work products if requested, and all other text.
 - **NOT INCLUDED** in the page count: General Information Form (**Failure to submit this Form will render the proposal non-responsive and therefore void**), resumes, contract exceptions or redlines, section dividers, and front and back cover.

Submittal Procedure: Proposals are to be submitted in a sealed envelope and labeled:

RFP #53-24 Vehicle Damage Recovery Collection

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, October 9, 2024.**

Proposers may submit proposals online through the City of Vancouver's Procurement Portal: cityofvancouver.bonfirehub.com. Instructions on how to submit through the portal are available through the help function within the website.

Delivery Address:

(In Person, Courier, UPS or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk
1st Floor Lobby
415 W 6th Street
Vancouver, WA 98660

Mailing Address:

(USPS does not deliver to City Hall)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98698

- All proposals must be delivered **AND** RECEIVED BY Procurement Services by the time/date listed.
- Proposers shall allow enough time for delivery to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of Proposals.
- Proposals submitted by **EMAIL** or **FAX** will not be accepted.

- Deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.
- USPS does not provide delivery services to City Hall.
- City PO Box mail is usually collected once each business day. Mail received after that time will not be collected until the next business day, and therefore possibly not received by the City by the due date and time.
- Proposals received after the listed date and time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

B. Evaluation Process

The City will determine the most qualified proposer based on the Evaluation Criteria listed using predetermined weights and the responsiveness of the Proposal. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. If the City decides to conduct interviews, the interview sessions will be evaluated in a manner similar to the response. Topics covered in the interview session shall include the topics listed herein under the “Evaluation Criteria” section plus any additional, relevant topics which may arise during both the formal presentation and the question-and-answer portions of the interview. If interviews are conducted, and your firm is selected for an interview, you will be contacted by the City for next steps.

C. Evaluation Criteria

These instructions were prepared to aid in proposal development. They also provide for a structured format so reviewers can systematically evaluate several proposals. Each copy of the proposal package must include all of the sections in the order indicated. Attachments should be clearly referenced and identified to facilitate the review process.

In the event that a proposer has concerns with the attached agreement, they **must** address those concerns within the submitted proposal. A list of exceptions and/or redline edits to the draft agreement must be attached for exceptions to be considered. Request to modify the agreement after the solicitation’s closing date and time will not be considered.

Each proposal shall include:

- 1. Project Approach and Understanding:** Information under this section should include, but not be limited to, your understanding of the City’s requirements, and a proposed project schedule and your firm’s approach:
 - a. Demonstrate a clear understanding of the project by providing a concise, description of how you propose to resolve the issues identified in this RFP.

- b. Provide a detailed description of the proposed services and the means and methods to be used to accomplish the tasks identified in the Scope of Work section. This work plan will detail team assignments and narratives of work approach and work force, and schedule of activities with time allocations.
- c. Provide a detailed description of the firm's approach to overall project management, allocation of resources, and integration of all activities required by the Scope of Work.
- d. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Scope of Work.
- e. Confirmation that proposer will provide a portal which allows the City to monitor the progress of all files and securely upload electronically. Proposer must also detail how the City will securely transfer information containing PII.

2. Proposer Capabilities and Qualifications: Provide an overview of the Proposer's organization, size and experience; major clients; areas of expertise; approximate number of staff assigned to the project; unique qualifications of the proposer; and other matters that the proposer feels would assist the City in the evaluation process.

- a. Provide company description; include number of years in business, size, specialties, etc.
- b. Provide name, title, brief description of duties, years of pertinent experience and availability for each staff member that will be assigned to this contract.
- c. Describe other resources your firm intends to commit to provide the required services under this contract.
- d. Describe how your firm, and the personnel assigned to this project, will perform the work required while also working on other on-going projects.
- e. Provide a list of best practices your company utilizes when making recommendations.
- f. Provide information describing previous experience with governmental agencies, preferably cities, for similar contracts that best characterize your firm's capabilities and work quality.
- g. Provide the name and address of any sub-consultant that may perform work under this contract and what services they may provide. Include information about their pertinent experience and the name, title and brief description of duties and years of related experience for each staff member that will be assigned to this project.

3. References: Provide at least three references from other local government projects of similar size and scope performed within the last three years. Please provide details of work done on each project.

4. Format and Clarity of RFP: The structure, accuracy, and clarity of the proposal.

5. Cost Proposal: Provide a fixed cost proposal for all personnel requirements and any other applicable costs associated with the services to be provided. Include the hourly rates of those individuals that may perform work under this contract.

D. Evaluation Scoring

The City's choice of Consultant will be made by evaluating the Proposal submitted. Each proposal received in response to this RFP will be evaluated and scored as follows:

1. General Information Form (Pass/Fail)
2. Project Approach and Understanding (30 points maximum)
3. Proposer Capabilities and Qualifications (30 points maximum)
4. References (10 points maximum)
5. Format and Clarity of RFP (5 points maximum)
6. Cost Proposal (25 points maximum)

The City reserves the right to conduct interviews of a short list of proposers; however, interviews are not anticipated at this time. Should the City decide to conduct interviews, the interview sessions will be evaluated in a manner similar to the proposals. Topics covered in the interview session shall include the topics listed under the Submittal Criteria section plus any additional, relevant topics which may arise during both the formal presentation and the question-and-answer portions of the interview. If interviews are conducted, and your firm is selected for interview, you will obtain more information on the interview process via email.

E. Award of Contract

Award of the contract shall be made with reasonable promptness by giving verbal and written notice to the proposer whose proposal best conforms to the request, received the highest score through the evaluation process, and which will be the most advantageous to the City. It is the intent of the city to award a contract on a fair and competitive basis. All performance and technical standards stated in the RFP must be met as a condition of proposal acceptance.

The City will attempt to reach a final agreement with the highest scoring proposer. However, the City may, at its sole discretion, terminate negotiations and reject the proposal if it appears agreement cannot be reached. The City may then attempt to reach a final agreement with the next highest scoring proposer and may continue, in the same manner, with remaining proposers until an agreement is reached.

The successful proposer will be required to enter into an agreement with the City in which the proposer will undertake certain obligations. These obligations include, but are not limited to, the terms and conditions listed on the attached sample Services Agreement (see Attachment "A") which are meant to be non-negotiable but may be modified at the City's sole discretion.

This RFP and the successful Proposer's response shall be incorporated in and become a part of the final contract.

F. RFP General Terms and Conditions

Reimbursement

The City will not reimburse proposers for any costs involved in the preparation and submission of responses to this RFP or in the preparation for and attendance at subsequent interviews. Furthermore, this RFP does not obligate the City to accept or contract for any expressed or implied services. The City reserves the right to request any Consultant to clarify their proposal or to supply any additional material deemed necessary to assist in the evaluation of the proposal.

Cooperative Purchasing

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability of such purchase. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

Public Records and Proprietary Material

Proposers should be aware that any records they submit to the City or that are used by the City even if the proposers possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Proposers should be aware that if even a portion of a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula", are narrow and specific.

Proposers should clearly mark any record they believe is exempt from disclosure.

Upon receipt of a request for public disclosure, the City will notify the RFP proposer of any public disclosure request for the proposer's proposal. If the proposer believes its records are exempt from disclosure, it is the proposer's sole responsibility to pursue a lawsuit under RCW 42.56.540 to enjoin disclosure. It is the proposer's discretionary decision whether to file such a lawsuit. However, if the proposer does not timely obtain and serve an injunction, the City will disclose the records, in accordance with applicable law.

Protests

Pre-Bid or Solicitation Phase Protest

The City must receive such a protest at least five days prior to the bid opening or proposal/qualifications due date. These protests are to be submitted to the Procurement Specialist overseeing the project.

Upon receipt to the protest the Procurement Specialist shall review the concerns outlined and consult with the necessary parties as needed. The Procurement Specialist shall reply to the protest within three days.

Pre-Award Protest

The City must receive such a protest within three days after bid opening or notification of intent to award for Request for Proposals. These protests are to be submitted to the Procurement Manager. Copies of the protest may be provided to the bidder against whom the protest is made if they are not copied on the original protest. At that time, the bidder whom the protest is made can respond in writing to the Procurement Manager, within two business days to the issues brought forward by the Protestor.

The Procurement Manager, upon receipt of the protest, shall review all of the issues brought forward in the protest and consult with the necessary parties as needed. All available facts will be considered. The Procurement Manager shall respond, in writing, to all parties within ten days after receipt of the protest. If more time is necessary to complete a thorough review, the Procurement Manager will notify all parties involved.

The Procurement Manager shall not award the project to anyone other than the protesting bidder without first providing at least two days' written notice of the City's intent to award.

For more information see the City of Vancouver Procurement's Protest Policy at: <https://www.cityofvancouver.us/fms/page/terms-and-conditions>



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. _____

VEHICLE DAMAGE RECOVERY COLLECTION

This Services Agreement (the “Agreement”), effective on the date last signed below (the “Effective Date”) is entered by the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington (the "City") and **Contractor Name a entity type** entity organized under the laws of the State of **State** (the "Contractor"). The City and Contractor are collectively referred to as the “Parties” or individually as a “Party”.

RECITALS

- A. The City desires to engage the Contractor to perform Services as described in this Agreement; and
- B. The City advertised and issued a request for proposals, numbered 53-24 (the “Solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor capable of performing the required Services.

AGREEMENT

In consideration of the terms and conditions in this Agreement, the Parties agree as follows:

1. **SCOPE OF SERVICES:** The Contractor agrees to provide the City with all services and materials provided in the Scope of Services, attached as Exhibit "A", and in the City’s Solicitation, if any, and the Contractor’s responsive proposal to the City’s Solicitation, if any (the “Services”). Contractor shall obtain City Project Manager’s written approval prior to starting the Services.
2. **COMPENSATION:** Payment to the Contractor for the Services described in this Agreement shall not exceed **####,###** USD.

This payment shall be the maximum compensation for all Services including labor, materials, supplies, equipment, and incidentals necessary to complete the Services. And it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment. Contractor agrees this compensation is adequate and sufficient for the timely provision of all Services under this Agreement.

City will limit compensation to the amount specified for each specific task and/or sub-task, unless amended in writing. Contractor shall complete the Services stated within the number of hours identified for each task, and/or sub-task, or for the lump sum amount associated with a task. If compensation is made on an hourly basis and the Services requires fewer hours than those estimated, the Contractor will be paid for the actual worked hours necessary to complete that task and/or sub-task. If Contractor underestimated the number of hours required to perform the Services, Contractor shall be paid up to the maximum number of hours stated for the task and/or sub-task. Compensation may be amended, at the City's sole discretion, for documentable circumstances not reasonably foreseeable to either party at the time the task and/or subtask is initiated, or for changes to the scope of services requested by City. All Deliverables (as defined in Section 8) must be acceptable to City in its sole discretion.

City will reimburse Contractor for the following travel expenses identified in its proposal upon submission of receipts to City: airfare, mileage at the approved IRS rate and lodging at the U.S. General Services Administration rates. For the avoidance of doubt, City will not reimburse Contractor wages incurred during travel time.

3. **PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, from the previous month. Invoices must be submitted to the Project Manager, PM Name, by email to first.last@cityofvancouver.us and accpay@cityofvancouver.us or by mail to City of Vancouver, PM Name, PO Box 1995, Vancouver, WA 98668.

City shall pay Contractor within 30 days of receipt of Contractor's invoice. *The City will pay Contractor pursuant to Exhibit "B."* The City may correct any invoice overpaid in error.

During the life of this Agreement, and in consideration of the City's business needs, the Contractor may make requests for compensation adjustments. In consideration of market conditions, the City may allow an annual adjustment to compensation paid supported by the Consumer Price Index for the Seattle-Tacoma-Bellevue area for the

previous four quarters. Contractor shall submit the request for consideration, together with supporting documentation, before the anniversary date of this Agreement. The City will review the request and, at its sole discretion, make a decision. If accepted, the adjustment shall become effective on the anniversary date of the Agreement and will be firm for the remainder of the contracted period. All adjustments will be authorized by written contract amendment.

The Parties agree that any amount paid in error by City does not alter the fee schedule. City's contract/purchase order (PO) number on the notice to proceed must be referenced on any invoice submitted for payment.

4. **TERM OF AGREEMENT:** The term of this Agreement begins on the *Month Day, Year or Effective Date* and continues until *Month Day, Year. The Parties may agree in writing to renew the Agreement up to ## additional years.* However, the total term, including any renewal(s), shall not exceed five years. The term and any renewal term are collectively the "Term."

5. CITY DATA; DATA SECURITY

5.1 City Data. Contractor may obtain and process City Data in connection with the Services. "City Data" means the data City provides to Contractor in connection with the receipt of the Services and any data generated by Contractor in connection with providing the Services to City. City owns all City Data. City licenses City Data to Contractor solely for the purposes of providing the Services to City or improving the Services for City. Contractor shall not use City Data for any other purpose, including as artificial intelligence training data. Contractor acknowledges that compliance with Applicable Laws under Section 31 of the Agreement includes compliance with all applicable federal, state, and local data protection laws in its provision of the Services.

5.2 Data Security. If Contractor maintains City Data on Contractor systems it will comply with the following data security requirements.

5.2.1 Security Practices. Contractor shall develop, implement, and maintain appropriate administrative, physical, and technical safeguards that are designed to ensure the confidentiality, integrity and availability of City Data. Contractor will enact safeguards that are compliant with industry best practices for the specific City Data obtained by Contractor in connection with the Services.

5.2.2 Location of City Data. Contractor shall maintain City Data solely in data centers located in the United States.

5.2.3 Security Breaches. A “Security Breach” is any suspected or actual unauthorized access to or use of City Data in Contractor’s possession.

- a. Notice. Contractor will notify City within 24 hours of any Security Breach. Notice will include details regarding the Security Breach including impacted parties, specific data, and mitigation. Contractor will call 360.487.8888 (if after hours, follow prompt to connect to on-call personnel); email City with a read receipt to help.desk@cityofvancouver.us; and email to the City personnel contact for the Agreement.
- b. Coordination. Immediately after Contractor provides notification of a Security Breach the Parties will begin working together to contain, mitigate, investigate, respond to and remediate the Security Breach. Contractor will cooperate with all City requests in relation to the Security Breach in compliance with Applicable Law.
- c. Root Cause Analysis. As soon as possible following the Security Breach, Contractor will complete a root cause analysis and will provide a plan to City for remediation and prevention.
- d. Third-Party Notice. Contractor will work together with City to ensure compliance with RCW 19.255.010 if necessary and will make no statement or send notice to any third party regarding the Security Breach without City’s prior written consent.
- e. Costs. In addition to its indemnification obligations, Contractor will reimburse City for all costs City incurs associated with any Security Breach, including forensic investigation, costs of providing notice to impacted parties, call centers and credit monitoring as applicable. Contractor will pay or reimburse City for all regulatory fines and other legal costs the City incurs associated with the Security Breach.

6. DELIVERABLES - INTELLECTUAL PROPERTY Contractor may create documents or other work product in connection with providing the Services (“Deliverables”). Contractor assigns and will assign to City all right, title, and interest in and to any Deliverables it creates in connection with providing the Services. Contractor may retain a copy of any Deliverable for its internal business purposes. Contractor’s know-how, methodologies and processes are Contractor intellectual property. Contractor grants City a perpetual, irrevocable, royalty-free, worldwide license to use all Contractor intellectual property in connection with the Deliverables for any City purpose.

7. AUDIT RIGHTS: Contractor shall maintain records of all matters related to this Agreement in accordance with generally accepted accounting principles. Contractor shall provide the records to City or any other governmental agency with jurisdiction for audit, at such reasonable times and places as City designates.

8. PUBLIC DISCLOSURE COMPLIANCE: Records relating to Agreement are subject to the following:

8.1 Confidential Information. Any record of City business, including this Agreement, related records, and City Data, is a public record under the Washington Public Records Act, codified at chapter 42.56 RCW ("PRA"). City may be required to disclose this Agreement or related records, including records in Contractor's possession, pursuant to a public disclosure request. City will provide third-party notice to Contractor before disclosing records. Public records may be subject to exemptions from disclosure under the PRA. City agrees to withhold its release of the requested records in dispute for a reasonable amount of time (approximately 10 days) to allow Contractor an opportunity to seek judicial protection pursuant to RCW 42.56.540 as adopted or amended.

8.2 Public Disclosure Compliance. City will comply with the PRA in its receipt of and response to any public disclosure request for responsive records related to this Agreement, subject to applicable exemptions. Under RCW 42.56.060, City will have no liability to Contractor for disclosure of Contractor information acting in good faith pursuant to its obligations under the PRA.

8.3 Subpoenas. If either Party receives a subpoena requiring the disclosure of the other Party's information, that Party will notify the other party and provide a reasonable time for the affected party to obtain a protective order prior to disclosing information. If a Party is prohibited by a court with jurisdiction over the matter from disclosing the subpoena, that Party will provide only the specific information required to be released under the subpoena on the advice of counsel.

8.4 City Data Confidentiality. Notwithstanding Section 8.1-3, Contractor will maintain the confidentiality of all City Data in its possession in conformance with Section 8.

9. STANDARD OF CARE: Contractor shall exercise the degree of skill and diligence normally employed by consultants in the same industry, performing the same or similar services. Contractor will re-perform any Services that breach this provision at no cost to City.

10. DISPUTE RESOLUTION: City and Contractor agree to negotiate in good faith for a period of 30 days from the date of notice of all disputes between them prior to exercising their rights under this Agreement or under law. All disputes between City and Contractor not resolved by negotiation between the Parties may be mediated only by mutual agreement of both Parties. If not mutually agreed to resolve the claim by mediation, the claim will be resolved by legal action. The Parties agree that

if litigation is necessary to enforce any of the provisions of this Agreement, each party shall pay all of their own attorney fees and costs related to the litigation.

11. TERMINATION FOR CONVENIENCE: City may terminate this Agreement at any time for convenience. City will pay Contractor for all Services completed up to the date of termination for convenience. A decision by City to terminate for convenience does not waive any legal rights City has to enforce the Agreement.

12. INDEMNIFICATION: Contractor shall indemnify, defend, and hold harmless City and its officers, councilmembers, commissioners, employees, volunteers, and agents, from any claim, liability, loss, cost, expense, suit, and damages, including attorney's fees and consulting fees relating to (a) a third party claim for intellectual property infringement relating to the Contractor's Services or the Deliverables; (b) Contractor's negligence or willful misconduct; (c) Contractor's material breach of the Agreement; (d) Contractor's non-compliance with applicable law; (e) a third-party Washington Public Records Act claim involving Contractor information; and (f) Contractor's court action to enjoin release of Contractor information under the Washington Public Records Act.

City will promptly notify Contractor of a claim under this Section 13 and will provide reasonable cooperation to Contractor in the defense of the claim. Contractor will have control over defense and settlement of the claim, except that Contractor will not enter any settlement or related agreement without City's prior written consent. Notwithstanding the preceding sentence, City may participate in the defense or settlement of any claim with counsel of its own choosing.

Solely for negligence indemnification claims under (b) above, if Contractor is providing architectural, landscape architectural, engineering, or land surveying services as the Services under this Agreement, and Contractor and City are concurrently negligent, then Contractor will be required to indemnify City only to the extent of Contractor's negligence and will have no obligation to indemnify City for City's sole negligence, pursuant to RCW 4.24.115.

If Contractor or Contractor's employee is a licensed architect, professional engineer, land surveyor, or landscape architect and the Services are related to a construction project, Contractor expressly waives its industrial insurance immunity under the Washington Industrial Insurance Act Title 51 RCW. Contractor acknowledges this waiver has been mutually negotiated and the Parties desire to incorporate this waiver pursuant to RCW 4.24.115(1)(b).

- 13. INSURANCE:** Contractor shall maintain liability insurance for all claims for damages to the City, persons or property that arise from Contractor's performance during the Term of this Agreement.

Contractor shall maintain the following insurance coverage.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles arising from the performance of this Agreement.	
Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
IV. Umbrella Liability	
	\$5,000,000
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$1,000,000

In addition to the coverage and limits listed above the Contractor's insurance must all contain the following:

- a. Compliance with other Insurance Policies - Contractor will remain compliant with all other insurance obligations it may have pursuant to its personnel or applicable law.

- b. Coverage Trigger - Contractor's insurance must be on an "occurrence" basis rather than claims made. This type of coverage must be indicated on the Certificate of Insurance.
- c. Additional Insured Requirement - The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as additional insureds where permissible under applicable law. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- d. Certificates - The City of Vancouver shall be listed on the Certificate of Insurance as the Certificate Holder. Contractor will provide the Certificate of Insurance to City upon request on an ACORD or comparable form.

All policies shall be issued by an insurance company authorized to do business as an insurance company in the State of Washington.

- 14. RELATIONSHIP OF THE PARTIES.** The relationship of the Parties under this Agreement is that of independent contractors. Contractor is solely responsible for the manner, method, and means of providing the Services. Contractor and its employees are not City employees and will not be entitled to or receive any benefits under this Agreement. Contractor will pay all Contractor personnel and pay all taxes, contributions, and benefits that may be required related to its personnel. Neither Party may bind the other except as expressly stated in this Agreement.
- 15. SUBCONTRACTING:** Contractor may subcontract for Services with City's prior written approval in its sole discretion. Contractor is solely responsible for its subcontractors' compliance with this Agreement and will pass through the terms of this Agreement to all subcontractors.
- 16. COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state, and local laws, rules, and regulations ("Applicable Laws"). Contractor shall modify the Services as necessary to comply with Applicable Laws.
- 17. E-VERIFY:** Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within 60 days of executing this Agreement. Contractor shall ensure all Contractor employees and any subcontractors assigned to perform Services under this Agreement are eligible

to work in the United States. Contractor shall provide compliance verification upon City's request.

- 18. TITLE VI COMPLIANCE:** Depending on the Services Contractor provides, the City may use federal funds to compensate Contractor. If federal funds are used, the City, Contractor, and any approved subcontractor must comply with the provisions of Title VI of the Civil Rights Act of 1964, (78 Stat. 252, 42 U.S.C. 2000d to 2000d-4) (CRA) and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28 (1988) (CRRRA). Contractor must confirm with City whether Title VI is applicable under this Agreement.
- 19. EQUAL EMPLOYMENT OPPORTUNITY:** The City is an equal opportunity employer. Contractor shall not discriminate against any of its employees or applicants for employment on the basis of race, color, creed, religion, sex (including gender identity, sexual orientation, and pregnancy), national origin, citizenship or immigration status, age (40 or older), the presence of any sensory, mental, or physical disability or the use of a trained dog guide or service animal by a person with a disability, genetic information, honorably discharged veteran or military status, or any other class protected by federal, state, or local employment discrimination laws.
- 20. ANTI-KICKBACK.** City officers and employees shall not have or acquire an interest in the Agreement or solicit, accept, or give any item of value from a person or entity with an interest in this Agreement.
- 21. PERMITS, LICENSES, AND CERTIFICATIONS.** Contractor is solely responsible for any license, permit or certificate that may be required by any federal, state or local law in connection with the performance of Contractor's obligations under this Agreement, including any business license. Contractor may contact the State of Washington Business License Service (BLS) at: 800-451-7985, www.bls.dor.wa.gov/cities/vancouver.aspx or visit the City's website found at www.cityofvancouver.us/businesslicense for assistance with the determination.
- 22. COOPERATIVE PURCHASING:** The Washington State Interlocal Cooperation Act, chapter 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By executing this Agreement, Contractor agrees that other public agencies may purchase goods and services under this Agreement at their own cost. City will have no liability or obligation related to Contractor related

to that separate agency agreement. Therefore, City agrees to allow other public agencies to purchase services under this Agreement so long as City is not held financially or legally liable for any separate agency services received pursuant to the Agreement, and that any public agency purchasing under this Agreement file a copy of it in accordance with RCW 39.34.040.

- 23. DEBARMENT:** Contractor certifies that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal, state or local department or agency.
- 24. NOTICES:** All notices will be hand delivered, certified mail, or sent by electronic mail if agreed by the Parties. Notice will be effective when received if hand delivered, on the delivery date if certified mail, or when an email is sent. Notice must be addressed to the Parties at:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Contractor Contact Name

Company Name

Company Address

City State Zip

Email: **email address**

Either Party may update its address for notice by giving written notice to the other Party.

- 25. ASSIGNMENT.** Contractor shall not assign this Agreement without the express written consent of City. Any assignment in violation of this subsection is void. All terms of this Agreement are binding on any assignee.
- 26. ORDER OF PRECEDENCE:** If there is a conflict between the terms of any document, the order of precedence is as follows: Amendments to this Agreement; this Agreement; **City Purchase Orders**; Contractor's responsive proposal to City's solicitation; and City's solicitation. The Parties agree that terms included on any Purchase Order or other document provided by Contractor are not part of this Agreement.
- 27. SURVIVAL.** Sections 15 - 35 will survive any termination of this Agreement.

28. **WAIVER.** A Party's waiver of any term of this Agreement must be in writing and signed by the Party waiving compliance.
29. **THIRD PARTY BENEFICIARIES.** There are no third-party beneficiaries under this Agreement.
30. **GOVERNING LAW:** This Agreement is governed by the laws of the State of Washington without regard to its conflicts of laws provisions. Venue for any action arising under this Agreement will be the state or federal courts for Clark County, Washington. The Parties waive any claim of inconvenient forum.
31. **SEVERABILITY.** If a court with jurisdiction over the matter determines any clause of this Agreement is unenforceable, it shall revise the clause to reflect the intent of the Parties as closely as possible. If revision is not possible, the Court shall strike the clause and the remainder of the Agreement will remain in full force and effect.
32. **AMENDMENTS:** Any amendments to this Agreement must be in writing and signed by all Parties to this Agreement.
33. **ENTIRE AGREEMENT:** This Agreement, together with any amendments, is the entire agreement between the Parties, and supersedes any other agreement or discussion between them, whether written or oral in nature.
34. **COUNTERPARTS.** This Agreement may be signed in counterparts. Each counterpart will be deemed an original and together the separate parts will form one Agreement.

City and Contractor enter the Agreement as of the Effective Date.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Company Name

Anna L. Vogel, Procurement Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Tricia Juettemeyer, Assistant City Attorney

EXHIBIT "A":
Scope of Work

EXHIBIT "B":
Fee Schedule