



REQUEST FOR PROPOSALS (RFP) #38-26: SPECIAL INSPECTIONS AND TESTING SERVICES

Request for Proposal Information:	Submit Proposals to:
<p>RFP Number: 38-26 RFP Title: Special Inspections and Testing Services Date Issued: Tuesday, June 16, 2026</p> <p>Contact Person: Anna Vogel Email Address: anna.vogel@cityofvancouver.us Contact Phone: 360-487-8429</p> <p>Questions Due: Thursday, June 25, 2026 Addendum Due: Wednesday, July 1, 2026 Proposals Due: Wednesday, July 8, 2026</p>	<p>Procurement Portal: cityofvancouver.bonfirehub.com</p>

Table of Contents

- SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION 2
 - A. Instructions to Proposers 2
 - B. Introduction 3
 - C. Background 3
 - D. Scope of Work 4
 - E. Approximate Timeline 6
 - F. Addendum 6
 - G. Information 6
 - H. General Information Form 6
- SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION 7
 - A. Submittal Requirements & Procedure 8
 - B. Evaluation Process 8
 - C. Evaluation Criteria 9
 - D. Evaluation Scoring 10
 - E. Interviews 11
 - F. Award of Contract 11
 - G. Debrief 12
 - H. RFP General Terms and Conditions 12
- SECTION 3: SAMPLE CONTRACT 14

SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

A. Instructions to Proposers

The City of Vancouver is seeking proposals from qualified firms/individuals for special inspections and testing services for the construction of the new public works operations campus for City of Vancouver.

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

Questions or Requests for Clarification must be sent to Anna Vogel, Procurement Manager, via email to anna.vogel@cityofvancouver.us and be received by **4:00 p.m. on Thursday, June 25, 2026**. No questions or Requests for Clarification should be submitted to the project manager. 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, July 1, 2026**.

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.

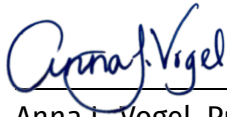
Proposals must be received by the City no later than 3:00 PM (Pacific Time) Wednesday, July 8, 2026. Proposals will not be accepted after the specified time. The City of Vancouver is not responsible for delays of the submittal.

Proposals must be submitted electronically through the City's Procurement Portal: cityofvancouver.bonfirehub.com. If you have questions about the portal or how to submit a proposal, please contact the Contact person listed above or Bonfire directly.

Proposals submitted **IN PERSON, BY MAIL, 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 it will affirmatively ensure that in 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.



Anna L. Vogel, Procurement Manager

B. Introduction

The City of Vancouver encompasses 51.84 square miles, has an estimated 2024 population of 202,600 and it is projected to exceed 268,000 by 2042. 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. Background

The City of Vancouver Public Works Department is responsible for providing essential public infrastructure and maintenance services for water, sewer, streets, bridges, traffic signals, street lighting, grounds and facilities maintenance, fleet services, and surface water management. The new Operations Campus will be a unified hub supporting the field crews and administrative staff responsible for delivering these critical public services. Through thoughtful design responding to articulated goals and operational criteria, the campus will serve current and future Public Works demands by maximizing the efficiency and resilience of operations, modernizing services, and acting as a Public Works Emergency Operations Campus (EOC) during severe weather or other challenging events.

This new facility will replace multiple facilities that are currently scattered throughout the City, consolidating multiple City departments and services onto one campus. The project site is currently an undeveloped 32-acre property located at 8713 NE 94th Ave. in Vancouver WA. The site is bounded by dense single-family residential neighborhoods to the northeast, south, and west and industrial land to the north. The northwest quadrant of the site is adjacent to an active landfill. The City is a consent party to the landfill.

The new facility will provide accessible, sustainable, and resilient facilities for Public Works related functions that will serve the Vancouver community for the next 50 to 100 years. The new Public Works Operations Center is required to remain fully operational after a major seismic or weather event in the service area, functioning as an Emergency Operation Center with scalable

response capabilities and improved resiliency through energy source redundancies. The site infrastructure will meet regular, peak demand & emergency response operational functions. It is being designed for minimum 100-year flood conditions as well as seismic performance to collapse prevention, or “no collapse, fully operational”, for structures on site including offices, vehicle garages, vehicle canopies, warehouse, material storage and the fleet services building. Additionally, the contractor will work with the design team to achieve applicable targets of the City of Vancouver’s Climate Action Framework including anticipated future Municipal Green Building Policy actions.

Five main buildings and various auxiliary structures will include administrative offices, operations facilities and support facilities for City departments including Fleet Services, Warehousing, Emergency Management, Utility Admin, Operations & Admin, Streets & Transportation, Water, Grounds, Stormwater & Greenways, Wastewater Collection & Treatment, and Facilities Maintenance. The campus will also include specialized fleet repair bays, bulk materials storage, decant facilities, brine operations, fuel/wash stations, and both covered and uncovered fleet parking. Building area totals approximately 208,866 square feet of enclosed space and an additional 22,180 square feet of covered parking. Site development will include extensive grading, retaining wall systems, installation of utilities, stormwater system/facilities, landscaping, fencing & gates, site lighting and extensive parking for staff, public, and fleet vehicles. The campus development will include the addition of a signalized full access point at Northeast 88th Street/Northeast 94th Avenue and a secondary northern access on Northeast 94th Avenue.

D. Scope of Work

Detailed inspection requirements and scope of work can be found in the specifications and structural notes section of the structural drawings. Generally, the scope of work includes:

Soils:

- Continuous inspection of fill placement verifying densities and lift thicknesses
- Continuous inspection of aggregate pier ground improvement installation
- Verify bearing capacity below shallow foundations
- Perform classification and testing of compacted fill materials
- Inspection of subgrade prior to placement of compacted fill materials

Concrete Formwork:

- Inspect formwork for shape, location, and dimensions of the concrete member being formed

Concrete Reinforcing:

- Inspections to include:
 - Steel-reinforcement placement
 - Steel-reinforcement mechanical splice couplers

- Steel-reinforcement welding

Cast In Place Concrete:

- Verification of use of required design mix
- Concrete placement, including conveying and depositing
- Curing procedures
- Concrete testing for slump, air content, and temperature

Tilt up Concrete:

- Steel reinforcement placement
- Steel reinforcement welding
- Headed bolts and studs
- Verification of use of required design mixture
- Concrete placement, conveying and depositing
- Curing procedures
- Verification of concrete strength before erection of panels

Structural Steel Framing:

- Verify structural steel materials and inspect steel frame joint details
- Verify weld materials and inspect welds
- Verify connection materials and inspect high strength bolted connections
- Verify surface preparation and primer application

AESS Steel:

- Inspect shop bolted connections
- Inspect shop welded connections
- Test and inspect shop welded shear connectors

Steel Joist Framing:

- Field Welding visually inspected and tested
- Bolted connections visually inspected
- High-strength, field-bolted connections tested and verified

Steel Decking:

- Inspect field welds

Cold Formed Metal Trusses:

- Inspect field and shop welds

Timeliness of work product and deliverables

The City recognizes that time is of the essence in discovery of potential construction problems through the results of laboratory testing of materials. Requests for field services should be fulfilled within 24 hours of receipt of the request. Material samples shall be picked up for testing within 24 hours of the request from the project site or City Hall. Laboratory test results will be provided, by via email, to the City within 24 hours as directed by the general contractor of the completion of the analysis.

E. Approximate Timeline

RFP Issued:	Tuesday, June 16, 2026
Questions Due:	Thursday, June 25, 2026
Final Addendum Issued:	Wednesday, July 1, 2026
Proposals Due:	Wednesday, July 8, 2026

F. 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.

G. Information

Questions or Requests for Clarification must be sent to Anna Vogel, Procurement Manager, via email to anna.vogel@cityofvancouver.us and be received by **4:00 p.m. on Thursday, June 25, 2026**. No questions or Requests for Clarification should be submitted to the project manager. 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, July 1, 2026**.

H. 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, pages 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 #38-26 SPECIAL INSPECTIONS AND TESTING SERVICES**

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 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 #	_____ Unified Business Identifier
_____ Organization type	_____ State in which Entity is Formed/Organized

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 must be submitted via the Procurement Portal.
- Page size: 8.5" x11"
- Minimum font size: 12 point
- Maximum number of pages: 20
 - **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**) and front and back cover.
 - **NOT INCLUDED** in the page count, if included at the end of the proposal as attachments: resumes, and contract exceptions or redlines. If these items are contained in the body of the proposal those pages will be included in the total number of maximum pages.
 - If proposals exceed the maximum page count evaluators will not review or score information that goes beyond the 20th page.

Submittal Procedure: Proposals are to be submitted through Bonfire:

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, July 8, 2026.**

Proposers must 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.

- All proposals must be submitted in Bonfire by the time/date listed.
- Proposers shall allow enough time for electronic submittal and acceptance to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of Proposals.
- Proposals submitted **IN PERSON**, by **MAIL, EMAIL** or **FAX** will not be accepted.
- Bonfire will not accept submittals after the listed date and time. The City of Vancouver is not responsible for delays in submission.

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. 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.
 - b. 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.
 - c. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Scope of Work.
 - d. Provide a detailed description of how the firm will meet the requirements of the Timeliness of Work Product and Deliverables section of this solicitation
 - i. Identify whether or not the firm is capable of providing same-day field testing results to the onsite project inspector before leaving the site for the day.
- 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.
- h. Previous experience: Provide information for similar projects performed within the last five years that best characterize your firm's capabilities and work quality. Include any work done for local/state/federal agencies.

3. Format and Clarity of Proposal: The structure, accuracy, and clarity of the proposal.

4. 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 (35 points maximum)
3. Proposer Capabilities and Qualifications (35 points maximum)
4. Format and Clarity of RFP (5 points maximum)
5. Cost Proposal (25 points maximum)

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.

E. Interviews

The City reserves the right to conduct interviews of a short list of proposers. Should the City decide to conduct interviews, the interview sessions will be evaluated in a manner similar to the proposals.

If an interview is conducted, the following format will be used:

1. Approximately 30-minute presentation
2. Approximately 15 minutes for questions and answers
3. The Consultant's proposed Project Manager shall lead the presentation.

The times listed above are approximate and the City reserves the right to adjust them as needed. Interview may be held in person or through a virtual meeting at the discretion of the City.

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 specific information on the interview process via email.

F. 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.

If required, upon successful completion of contract negotiations, a recommendation will be forwarded to City Council for approval. Until approved by City Council, no contract can be executed and no award is final.

G. Debrief

Following award of the contract, proposers may request a debrief from Procurement staff to learn more about the evaluation of their proposal and the scores. Debrief sessions can be done in person, through teams, or via email.

H. 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.

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 five days after bid opening or notification of intent to award for Request for Proposals. These protests are to be submitted to the Procurement Manger. 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 Manger, 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](#).



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. _____

TITLE

This Services Agreement (“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 (“City”) and **Contractor Name** a **entity type** organized under the laws of the State of **State** (“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 **##-YR** (“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 6) must be acceptable to City in its sole discretion.

- 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.

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 17 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
V. Professional Liability	
Policy shall include coverage for all claims for damages to person or property arising from the performance of this Agreement.	\$2,000,000

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) (CRRA). 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; 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

Lon Pluckhahn, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Lisa Brandl, City Clerk

Approved as to form:

City Attorney's Office

**EXHIBIT "A":
Scope of Work**

**EXHIBIT "B":
Fee Schedule**