



## **Request for Proposal (RFP)**

### **Information Technology Support Services**

Soliciting Agency: City of Oak Harbor

Proposals Due by: 1:00 p.m. on November 12, 2024

Submit to: City of Oak Harbor  
ATTN: Julie Nester, City Clerk  
865 SE Barrington Drive  
Oak Harbor, WA 98277

For More Information: Sandra Place, Central Services Manager  
[splace@oakharbor.org](mailto:splace@oakharbor.org)

## **Overview**

The City of Oak Harbor, Washington invites proposals from qualified consultants to provide information technology services to support the City's information technology needs. The ideal consultant will have experience providing IT support to local government organizations. This will be a four-year contract, with an option to extend for another year. An optional site visit will be available upon request.

## **About Oak Harbor, Washington**

The City of Oak Harbor (population 23,809+) was incorporated on May 14, 1915, and is situated on the northern portion of Whidbey Island, approximately two-hours' drive north of Seattle, and is accessible by both land and ferry.

Oak Harbor is Whidbey Island's largest incorporated city (located in Island County). Named for the Garry Oak trees which grace its skyline, the city's growth coincided with two major events: the building of Deception Pass Bridge on July 31, 1935, and the completion of Naval Air Station Whidbey Island on September 21, 1942.

The City of Oak Harbor operates under the Mayor-Council form of government. The Mayor and City Council are elected at-large for four year overlapping terms. The Mayor serves as the Chief Executive Officer and is responsible for the development of budgets and related financial plans, and the overall operation of the City.

The City of Oak Harbor hosts several annual events, including but not limited to, the Whidbey Island Marathon, Music Fest, Holland Happenings, and more.

## **BACKGROUND AND DISCUSSION**

The City currently outsources IT services, providing centralized support for approximately 180 full-time employees and multiple part-time, limited-term, contract, and seasonal employees. These employees work out of the City's seven primary locations: City Hall, Police, Fire, Clean Water Facility, Marina, The Center, and Public Works. The current contract expires December 31, 2024. The City desires to begin this new contract on January 1, 2025.

The current IT services utilize a hybrid environment of cloud-based and local-based network operations, backup, recovery, and storage. In addition to direct employee computing support via IT helpdesk operations, IT support services include website administration, web application development, mobile device management, deployment and administration, wireless network administration, security, and access. IT support services include audio-visual public meeting support, cable TV programming, and online streaming.

The City’s network operating system is Windows Server 2019, and the desktop operating system is Windows 10 with some Windows 11. The data backbone is gigabit Ethernet.

The City’s telephone system is provided by Ring Central, which supports 130 phone sets.

The following table identifies the City’s major systems:

Function	System
Financials	Tyler’s Eden (In process of migrating to an ERP system)
HR	Neo Gov
Permitting	Llama by Davenport
Maintenance Management	Lucity
Records Management	Exchange and Barracuda and Data Cove
Parks and Recreation	CivicRec
GIS	ESRI
Desktop and Email	Office 365
Fleet	RTA
CJIS	IBMMaas
Website	Civic Plus
Current Cell Phone Provider	Verizon
Fiber Connections Provider	Ziply
Marina Management	DockWA

*\*This is not an inclusive list and subject to change.*

## **CJIS REQUIREMENTS**

The City of Oak Harbor is in the process of hiring an in-house Cybersecurity Analyst who will be responsible for leading the City’s efforts to safeguard digital infrastructure citywide and will serve as the designated Criminal Justice Information Services (CJIS) Systems Officer (CSO) for the Police Department. This person will develop cybersecurity policies and procedures and make recommendations. Design, plan, implement, support, and trouble network security software and tools to support the City’s cybersecurity needs. Responsible for internal audits, compliance, and remediation. This person will work independently and in tandem with other IT personnel and/or contractors to fortify the city's dependent technologies including networks, servers, domain services, and security systems.

The consultant's staff will be required to comply with the Federal Bureau of Investigation CJIS standards pertaining to persons with access to, or who work with, sensitive law enforcement criminal justice information such as data located within the Police Department, passed through its network and stored within server systems. Compliance with these standards serves as a basis for continued employment and/or eligibility to continue providing services to the City under final contract. In addition, if

selected, those persons who will have access to, or work with, protected CJIS data must be able to pass a background investigation, be free of any felony convictions, and provide proof of ongoing compliance with F.B.I. C.J.I.S. standards. A copy of the standards established by the F.B.I for working with sensitive criminal justice data can be found here for reference: <https://www.fbi.gov/services/cjis/cjis-security-policy-resource-center>. You may be required to sign an ongoing confidentiality agreement as a condition of continued employment.

Your staff must be able to work closely with representatives of the Police Department, when needed, to be granted physical access to secure areas within the police department, to access security monitoring systems, troubleshoot end-user problems, or otherwise assist Police staff with various proprietary or applications containing confidential information that may be restricted to use by law enforcement officers only, and therefore may require you to work closely with staff present to ensure that access to sensitive systems is within the requirements prescribed by law. You may be required to sign non-disclosure agreements and agree to other terms or legal requirements regarding the confidentiality of information you witness while working with the department. Additionally, due to the nature of work performed in conjunction with the City and/or Police Department, you may be subjected to or expected to comply with court orders and subpoenas or be required to appear to give courtroom testimony in regards to the duties which you perform. Additionally, you may be required to perform work within sight or speaking distance of prisoners being held for committing crimes, unruly persons using harsh or foul language, graphic data or images of persons injured by disaster, vehicle collisions, or other graphic content that may be unpleasant or upsetting to many.

## **SERVICES REQUIRED**

The following details the services to be provided to the City of Oak Harbor in the area of information services:

1. Initial Assessment – Compile/update inventory of all information technology related assets, assess system architecture and current processes, and make recommendations for improved citywide IT system performance.
2. Assist the city in identifying and purchasing licensing for Microsoft 365 Government.
3. Exchange server/email – Maintain and update as needed.
4. Domain Controller – Maintain and update as needed.
5. File Server – Maintain and update as needed.
6. Cloud-Based Firewalls – The city currently has several firewalls to manage its local network security, including a site-to-site VPN used city-wide and specifically Police to access Police applications hosted at its 911 Center.
7. Telephone Network environment – The City of Oak Harbor currently used Ring Central as its telephone provider. While maintenance of the telephone equipment is outside the scope of this RFP, the vendor will be required to maintain the network topology that the phone system requires for its continued operation.
8. Mobile Devices – The city currently owns a mixture of apple and android mobile devices which are managed. The selected consultant will need to assist with any needs relating to the City's network.
9. Desktop Applications Support - Performs basic support functions, including managing domain group policies to automate the setup of operating systems on new computers or to manage printers and peripherals. In addition, provide basic troubleshooting to diagnose problems that arise with desktop applications to determine if problems are related to server-side malfunctions or if users should be referred to other vendor-specific help desk options that may be available to them.
10. Asset Inventory—Assist with maintaining an up-to-date inventory of ALL City computer-related hardware and making it available to City personnel upon request. Assist designated City personnel with software and hardware purchases. Assist in developing software/hardware policies and procedures.
11. Server Administration Services – Managing computer systems and networks to include complex application, database, messaging, web and other servers and

associated hardware, software, communications, operating systems necessary for the quality, security, performance, availability, recoverability, and reliability of the system. Ensure scheduled preventive maintenance for equipment is properly and promptly performed; maintain the maintenance records on the equipment; develop operations, administrative, and quality assurance back-up plans and procedural documentation. Setup new users and edit or remove existing users on server. Server performance and capacity management services with reporting when specified thresholds are reached. Configuration management, including changes, upgrades, patches, etc. Management of user logins and security. Coordinate repair and maintenance work with contracted repair vendors and ensure repairs are conducted in a timely fashion.

12. Network Administration Services – Scope of activity includes all City network equipment including switches, firewalls, routers, and other security devices. Primary installation and maintenance of non-leased printers, network copiers/scanners, etc. Primary maintenance including regular analysis, routine configuration changes, and installation of patches and upgrades. Alert notifications to designated City personnel in the event of failure. Complete proactive monitoring of network equipment including bandwidth utilization, and other performance indicators, with reporting when specified thresholds are reached. Network performance and capacity management services, and network troubleshooting. Maintain network documentation and procedures.
13. Security – Maintenance of virus detection programs on City servers, email and all other City computers and laptops. Perform security audits as requested and notify City personnel immediately of suspected breaches of security or intrusion detection. Configure City system to enable remote access in a secure environment and provide remote access administration as requested by designated City personnel.
14. Attend Weekly City IT Team-Requirement for staff working on existing projects to attend and provide updates on projects.
15. Attend Annual Retreat-City IT Team meets annually for 4-8 hours to review projects and set the planning schedule by July of each year.
16. Attend Project Meeting-As required.
17. Onsite Support will be required as needed.

## **IDENTIFIED PROJECTS FOR 2025-2026**

### **Server Storage**

- Work with the City IT team to reduce file usage on the file server cluster and various application servers and meet retention requirements by consolidating the space used on servers by modifying how the City stores documents.

### **Email Migration from .org to .gov**

- Migrate the City email account extensions from .org to .gov email extensions.

### **Records Storage Solutions**

- Coordinating with the City's Attorney and Public Records Officer to develop a plan for addressing the amount of records stored. This will require developing and documenting a policy addressing records, such as how records for the Mayor and City Administrator are archived.

### **Enterprise Resource Planning (ERP)**

- System evaluations and installation assistance.

### **IP Address Clean-Up**

- Upgrade, fix, and refine network, including IP Address clean-up

### **Continuous Improvements**

- Create site-to-site, system, hardware, and application/user redundancies.
- Fiber connection to all City-owned sites.
- Continue to create/update SOPs/P

*Note-This is not inclusive and subject to change.*

## **PROPOSAL REQUIREMENTS**

Proposals shall be a maximum of 25 single-sided pages and include the following information:

1. Cover letter summarizing the proposal and the consultant's qualifications related to the scope of work. Additionally, you may articulate why your firm is pursuing this work and how it is uniquely qualified to perform it. Include other pertinent information that helps the city determine your overall qualifications.
2. Briefly describe your approach to providing these services and your methodology for providing ongoing support.
3. Description of the Project Team. The names, titles, and qualifications of the individuals conducting this assignment, including their experience and projects in which they had "hands-on" responsibility.
4. Schedule of hourly billing rates. Define any additional charges not listed in the billing rates schedule.
5. Description of three projects completed in the previous five years demonstrating the respondent's experience in troubleshooting and delivering comprehensive IT solutions for municipalities. Include names and contact information for each project's point(s) of contact.
6. Describe your firm's compliance with Criminal Justice Information Services (CJIS) requirements. Please attach CJIS certification documentation.
7. Support Services – Please answer the following:
  - a. Is help desk support available?
  - b. When is support available? (Indicate XX a.m. to XX p.m. in Pacific Time and the days of the week.)
  - c. How are charges for support structured, documented, and tracked?
  - d. Do you provide a toll-free support number?
  - e. Please describe your problem escalation process, including Initial problem identification (hand-off from help desk), Triage for priority and severity of the problem, and steps for resolving problem escalation when a solution is not forthcoming, or an implemented solution is unsatisfactory. Final authority regarding conflicts
  - f. Indicate your response time and goal and your statistics regarding meeting that goal.

8. If your company has had a contract terminated for default during the past five years, all such incidents must be described. Termination for default is defined as notice to stop performance due to the vendor's nonperformance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined the vendor to be in default. If a default occurred, list the complete name, address, and telephone number of the party. If NO such terminations for default have been experienced by the vendor in the past five years, declare that. The City will evaluate the facts and may, at its sole discretion, reject the vendor's proposal if the facts discovered indicate that the completion of a contract resulting from this RFP may be jeopardized by a selection of this vendor.
9. Beyond the scope of this RFP, what services (related or otherwise) does your organization provide that may be of interest to the City?
10. Completed REQUEST FOR PROPOSALS: IT SERVICES CERTIFICATION included in this package must be included in the consultants proposal.

*The consultant is responsible for all costs associated with developing proposals in response to this RFP, and the city is not charged with these costs.*

**Selection Procedure:** Subsequent to the deadline for acceptance of proposals, the City will evaluate the Technical Proposal and determine rankings based on materials submitted and oral interviews (if deemed necessary by the City) using the selection criteria and weights indicated below. The City will contact the firm with the highest-ranked Technical Proposal and request a scope of work and fee. If an agreement cannot be reached with the top-ranked consultant, the City will contact the consultant with the next-ranked Technical Proposal and attempt to negotiate with that consultant. The process will be repeated until an agreement is reached.

**Evaluation Criteria:**

<b>Criteria</b>	<b>Point Value</b>
Consultant’s understanding of the City’s desires and general approach to the project as demonstrated in the project description and scope of work.	Up to 50 Points
The completeness of the work is included in the proposal.	Up to 25 Points
Consultant’s experience with projects of similar complexity and function.	Up to 25 Points
Qualifications of the Consultant’s staff being assigned to this project.	Up to 15 Points
Demonstrated the Consultant's ability to perform high-quality work, control costs, and meet schedules.	Up to 50 Points
Cost for IT Support Services.	Up to 25 Points
References	Up to 10 Points
<b>TOTAL</b>	<b>Up to 200 Points</b>

Should the City determine that interviews are desirable, up to 25 additional points may be granted based on those interviews.

Ranking will be on a total point basis based on the proposal and the interview if conducted.

Submittal Deadline: No later than the deadline, one hard copy and one electronic copy of the proposal on a USB drive must be mailed or hand-delivered to the RFP Delivery address listed below. All proposals must be sealed in an envelope and marked **“Information Technology Support Services.”**

RFP Delivery Address:

City of Oak Harbor  
865 SE Barrington Drive  
Oak Harbor, WA 98277

The official submission clock is at City Hall (listed above). Consultants accept all risks of late delivery of mailed proposals regardless of fault. Proposals delivered after the posted deadline will not be considered for selection. No faxed or emailed proposals will be accepted.

Proposal Contact Person: All questions regarding this solicitation should be directed to Sandra Place via e-mail at [splace@oakharbor.org](mailto:splace@oakharbor.org). Any oral communications will be considered unofficial and non-binding in the City.

Submittals not received on or before the specified deadline will not be accepted (no exceptions). The City of Oak Harbor reserves the right to request follow-up information or clarification from consultants in consideration. The consultant is responsible for ensuring delivery by the date and time included.

The City of Oak Harbor reserves the right to reject any or all submittals, compare the relative merits of the responses, and choose a consultant who will best serve the city's interests.

Each response to this RFP shall be made at the sole cost and expense of each proposing consultant and with the express understanding that no claims against the City of Oak Harbor for reimbursement will be accepted. All materials submitted in response to this RFP will become the property of the City upon delivery.

## **Schedule**

The approximate RFP schedule is summarized below:

- Issuance of RFP: October 12, 2024
- Submittals due: November 12, 2024
- Evaluations: November 13-15, 2024
- Interviews, reference checks, and contract negotiations: November 2024
- Contract agreement, Vendor approval, Notice to Proceed: December 2024

*Dates may be subject to change.*

CITY OF OAK HARBOR  
REQUEST FOR PROPOSALS: IT SERVICES CERTIFICATION

I have read the Request for Proposal (RFP) for IT Services and fully understand its intent. I understand that our ability to meet the criteria and provide the required services shall be reviewed by the City, which will develop a recommendation for City Council consideration regarding the selection of the most advantageous IT Services. It is understood that all information included in, attached to, or required by this RFP shall become public record upon delivery to the City.

With my signature, I certify the following:

1. I am authorized to commit my firm to this Proposal and that the information herein is valid for 90 days from this date.
2. That all information presented herein is accurate and complete and that the services and equipment can be delivered as presented in this Proposal upon the City's request.
3. That I have had an opportunity to ask questions regarding this RFP and that those questions have been answered.
4. That I understand that any material omission of required forms or information may result in rejection of this Proposal as non-responsive.
5. That this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal, and is in all respects fair and without collusion or fraud.
6. That the completion of the Proposal is a binding commitment to provide IT Services as proposed therein.

Certification Regarding Debarment, Suspension, and Ineligibility. The Contractor certifies that neither it nor its principals are presently debarred, declared ineligible, or voluntarily excluded from participation in transactions by any federal or state department or agency.

Proposer Signature \_\_\_\_\_ Date \_\_\_\_\_

Name (printed) \_\_\_\_\_ Title \_\_\_\_\_

Address \_\_\_\_\_

Phone \_\_\_\_\_

Email Address \_\_\_\_\_

**Contract Obligations**

The successful Respondent will be required to enter into a Professional Services Agreement (see attachment “A”) with the City that will include the following:

- A detailed scope of services
- Insurance requirements
- Indemnity provision

**ATTACHMENT "A"**

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
CITY OF OAK HARBOR, WASHINGTON  
AND  
FOR CONSULTANT SERVICES**

**THIS AGREEMENT** ("Agreement") is made and entered into by and between the City of Oak Harbor, Washington, a Washington State municipal corporation ("City"), and \_\_\_\_\_, a Washington \_\_\_\_\_ ("Consultant") [**LEGAL STATUS OF ENTITY SHOULD BE INSERTED i.e., LLC; Sole Proprietor; LLP; Inc., P.S.; Partnership, Foreign Corporation licensed to do business in Washington State**] .

**NOW, THEREFORE**, in consideration of the terms, conditions, covenants and performances contained herein, the parties hereto agree as follows:

## ARTICLE I. PURPOSE

The purpose of this Agreement is to provide the City with consultant services regarding **[INSERT SHORT GENERAL DESCRIPTION OF WHAT SERVICES ARE REGARDING]** as described in Article II. The general terms and conditions of the relationship between the City and the Consultant are specified in this Agreement.

## ARTICLE II. SCOPE OF SERVICES

The Scope of Services is attached hereto as **Exhibit “A”** and incorporated herein by this reference (“Scope of Services”). All services and materials necessary to accomplish the tasks outlined in the Scope of Services shall be provided by the Consultant unless noted otherwise in the Scope of Services or this Agreement. All such services shall be provided in accordance with the standards of the Consultant’s profession.

## ARTICLE III. OBLIGATIONS OF THE CONSULTANT

**III.1 MINOR CHANGES IN SCOPE.** The Consultant shall accept minor changes, amendments, or revision in the detail of the Scope of Services as may be required by the City when such changes will not have any impact on the service costs or proposed delivery schedule. Extra work, if any, involving substantial changes and/or changes in cost or schedules will be addressed as follows:

**Extra Work.** The City may desire to have the Consultant perform work or render services in connection with each project in addition to or other than work provided for by the expressed intent of the Scope of Services in the scope of services. Such work will be considered as extra work and will be specified in a written supplement to the scope of services, to be signed by both parties, which will set forth the nature and the scope thereof. All proposals for extra work or services shall be prepared by the Consultant at no cost to the City. Work under a supplemental agreement shall not proceed until executed in writing by the parties.

**III.2 WORK PRODUCT AND DOCUMENTS.** The work product and all documents produced under this Agreement shall be furnished by the Consultant to the City, and upon completion of the work shall become the property of the City, except that the Consultant may retain one copy of the work product and documents for its records. The Consultant will be responsible for the accuracy of the work, even though the work has been accepted by the City.

In the event that the Consultant shall default on this Agreement or in the event that this Agreement shall be terminated prior to its completion as herein provided, all work product of the Consultant, along with a summary of work as of the date of default or termination, shall become the property of the City. Upon request, the Consultant shall tender the work product and summary to the City. Tender of said work product shall be a

prerequisite to final payment under this Agreement. The summary of work done shall be prepared at no additional cost to the City.

Consultant will not be held liable for reuse of documents produced under this Agreement or modifications thereof for any purpose other than those authorized under this Agreement without the written authorization of Consultant.

III.3 **TERM.** The term of this Agreement shall commence on \_\_\_\_\_ and shall terminate at midnight on \_\_\_\_\_. The parties may extend the term of this Agreement by written mutual agreement.

III.4 **NONASSIGNABLE.** The services to be provided by the Consultant shall not be assigned or subcontracted without the express written consent of the City.

III.5 **EMPLOYMENT.**

- a. The term “employee” or “employees” as used herein shall mean any officers, agents, or employees of the of the Consultant.
- b. Any and all employees of the Consultant, while engaged in the performance of any work or services required by the Consultant under this Agreement, shall be considered employees of the Consultant only and not of the City, and any and all claims that may or might arise under the Workman's Compensation Act on behalf of any said employees while so engaged, and any and all claims made by any third party as a consequence of any negligent act or omission on the part of the Consultant or its employees while so engaged in any of the work or services provided herein shall be the sole obligation of the Consultant.
- c. Consultant represents, unless otherwise indicated below, that all employees of Consultant that will provide any of the work under this Agreement have not ever been retired from a Washington State retirement system, including but not limited to Teacher (TRS), School District (SERS), Public Employee (PERS), Public Safety (PSERS), law enforcement and fire fighters (LEOFF), Washington State Patrol (WSPRS), Judicial Retirement System (JRS), or otherwise. *(Please indicate No or Yes below)*

\_\_\_\_\_ No employees supplying work have ever been retired from a Washington State retirement system.

\_\_\_\_\_ Yes employees supplying work have been retired from a Washington State retirement system.

In the event the Consultant indicates “no”, but an employee in fact was a retiree of a Washington State retirement system, and because of the misrepresentation the City is required to defend a claim by the Washington State retirement system, or to make contributions for or on account of the employee, or reimbursement to the

Washington State retirement system for benefits paid, Consultant hereby agrees to save, indemnify, defend and hold City harmless from and against all expenses and costs, including reasonable attorney's fees incurred in defending the claim of the Washington State retirement system and from all contributions paid or required to be paid, and for all reimbursement required to the Washington State retirement system. In the event Consultant affirms that an employee providing work has ever retired from a Washington State retirement system, said employee shall be identified by Consultant, and such retirees shall provide City with all information required by City to report the employment with Consultant to the Department of Retirement Services of the State of Washington.

### III.6 INDEMNITY.

- a. **Indemnification/Hold Harmless.** Consultant shall defend, indemnify and hold the City, its officers, officials, employees, and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence.
- c. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.
- d. **Public Records Requests.** In addition to Paragraph IV.3b., when the City provides the Consultant with notice of a public records request per Paragraph IV.3b., Consultant agrees to save, hold harmless, indemnify and defend the City its officers, agents, employees and elected officials from and against all claims, lawsuits, fees, penalties and costs resulting from the consultants violation of the Public Records Act RCW 42.56, or consultant's failure to produce public records as required under the Public Records Act.
- e. The provisions of this section III.6 shall survive the expiration or termination of this Agreement.

### III.7 INSURANCE.

- a. **Insurance Term.** The Consultant shall procure and maintain insurance, as required in this Section, without interruption from commencement of the

Consultant's work through the term of the Agreement and for thirty (30) days after the Physical Completion date, unless otherwise indicated herein

- b. **No Limitation.** Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.
- c. **Minimum Scope of Insurance - Consultant shall obtain insurance of the types described below:**
  - (1) Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01.
  - (2) Commercial General Liability insurance shall be written at least as broad on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, products-completed operations, stop gap liability, personal injury and advertising injury, and liability assumed under an insured Agreement. The Commercial General Liability insurance shall be endorsed to provide a per project general aggregate limit using ISO form CG 25 03 05 09 or an equivalent endorsement. There shall be no exclusion for liability arising from explosion, collapse, or underground property damage. The City shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City using an Additional Insured endorsement CG 20 10 10 01 and Additional Insured-Completed Operations endorsement CG 20 37 10 01 or substitute endorsements providing at least as broad coverage.
  - (3) Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
  - (4) Professional Liability insurance appropriate to the Consultant's profession.
- d. **Consultant shall maintain the following minimum insurance limits:**
  - (1) Comprehensive General Liability. Insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate, and \$2,000,000 products-completed operations aggregate limit.
  - (2) Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.
  - (3) Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

- (4) Professional Liability/Consultant's Errors and Omissions Liability.  
\$1,000,000 per claim and \$1,000,000 as an annual aggregate.
- e. **Notice of Cancellation.** In the event that the Consultant receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Consultant shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/termination to the City.
- f. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of not less than A: VII.
- g. **Verification of Coverage.** In signing this Agreement, the Consultant is acknowledging and representing that required insurance is active and current. Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements including, but not necessarily limited to, the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work. Further, throughout the term of this Agreement, the Consultant shall provide the City with proof of insurance upon request by the City.
- h. **Insurance shall be Primary - Other Insurance Provision.** The Consultant's insurance coverage shall be primary insurance with respect to the City. The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance with respect to the City. Any Insurance, self-insurance, or self-insured pool coverage maintained by the City shall be in excess of the Consultant's insurance and shall not contribute with it.
- i. **Failure to Maintain Insurance.** Failure on the part of the Consultant to maintain the insurance as required shall constitute a material breach of Agreement, upon which the City may, after giving five (5) business days' notice to the Consultant to correct the breach, immediately terminate the Agreement or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Consultant from the City.
- j. **City Full Availability of Consultant Limits.** If the Consultant maintains higher insurance limits than the minimums shown above, the City shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Consultant.

- k. **Subconsultant's Insurance.** The Consultant shall cause each and every Subconsultant to provide insurance coverage that complies with all applicable requirements of the Consultant-provided insurance as set forth herein, except the Consultant shall have sole responsibility for determining the limits of coverage required to be obtained by Subconsultants. The Consultant shall ensure that the City is an additional insured on each and every Subconsultant's Commercial General liability insurance policy using an endorsement as least as broad as ISO CG 20 10 10 01 for ongoing operations and CG 20 37 10 01 for completed operations.

**III.8 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH EQUAL OPPORTUNITY LEGISLATION.** The Consultant agrees to comply with equal opportunity employment and not to discriminate against client, employee, or applicant for employment or for services because of race, creed, color, religion, national origin, marital status, sex, sexual orientation, age or handicap except for a bona fide occupational qualification with regard, but not limited to, the following: employment upgrading; demotion or transfer; recruitment or any recruitment advertising; layoff or terminations; rates of pay or other forms of compensation; selection for training, rendition of services. The Consultant further agrees to maintain (as appropriate) notices, posted in conspicuous places, setting forth the provisions of this nondiscrimination clause. The Consultant understands and agrees that if it violates this nondiscrimination provision, this Agreement may be terminated by the City, and further that the Consultant will be barred from performing any services for the City now or in the future, unless a showing is made satisfactory to the City that discriminatory practices have been terminated and that recurrence of such action is unlikely.

**III.9 UNFAIR EMPLOYMENT PRACTICES.** During the performance of this Agreement, the Consultant agrees to comply with RCW 49.60.180, prohibiting unfair employment practices.

**III.10 LEGAL RELATIONS.** The Consultant shall comply with all federal, state and local laws and ordinances applicable to work to be done under this Agreement. The Consultant represents that the firm and all employees assigned to work on any City project are in full compliance with the statutes of the State of Washington governing activities to be performed and that all personnel to be assigned to the work required under this Agreement are fully qualified-and properly licensed to perform the work to which they will be assigned. This Agreement shall be interpreted and construed in accordance with the laws of Washington. Venue for any litigation commenced relating to this Agreement shall be in Island County Superior Court.

**III.11 INDEPENDENT CONTRACTOR.**

- a. The Consultant and the City understand and expressly agree that the Consultant is an independent contractor in the performance of each and every part of this Agreement. The Consultant expressly represents, warrants, and agrees that its

status as an independent contractor in the performance of the work and services required under this Agreement is consistent with and meets the six-part independent contractor test set forth in RCW 51.08.195 or as hereafter amended. The Consultant, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. The Consultant shall make no claim of City employment nor shall claim any related employment benefits, social security, and/or retirement benefits.

- b. The Consultant shall be solely responsible for paying all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, the Consultant shall pay the same before it becomes due.
- c. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder.
- d. Prior to commencement of work, the Consultant shall obtain a business license from the City.

**III.12 CONFLICTS OF INTEREST.** The Consultant agrees to and shall notify the City of any potential conflicts of interest in Consultant’s client base and shall obtain written permission from the City prior to providing services to third parties where a conflict or potential conflict of interest is apparent. If the City determines in its sole discretion that a conflict is irreconcilable, the City reserves the right to terminate this Agreement.

**III.13 CITY CONFIDENCES.** The Consultant agrees to and will keep in strict confidence, and will not disclose, communicate or advertise to third parties without specific prior written consent from the City in each instance, the confidences of the City or any information regarding the City or services provided to the City.

**III.14 SUBCONSULTANTS.**

- a. The Consultant shall be responsible for all work performed by subconsultants pursuant to the terms of this Agreement.
- b. The Consultant must verify that any subconsultants they directly hire meet the responsibility criteria for the project. Verification that a subconsultant has proper license and bonding, if required by statute, must be included in the verification process. The Consultant will use the following subconsultants or as set forth in Exhibit \_\_\_\_:

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- c. The Consultant may not substitute or add subconsultants without the written approval of the City.
- d. All subconsultants shall have the same insurance coverages and limits as set forth in this Agreement and the Consultant shall provide verification of said insurance coverage.

## **ARTICLE IV. OBLIGATIONS OF THE CITY**

### **IV.1 PAYMENTS.**

- a. The Consultant shall be paid by the City for services rendered under this Agreement as described in the Scope of Services and as provided in this section. In no event shall the compensation paid to Consultant under this Agreement exceed \_\_\_\_\_ (\$\_\_\_\_\_) without the written agreement of the Consultant and the City. Such payment shall be full compensation for work performed and services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. In the event the City elects to expand the scope of services from that set forth in Exhibit A, the City shall pay Consultant a mutually agreed amount.
- b. The Consultant shall submit a monthly invoice to the City for services performed in the previous calendar month in a format acceptable to the City. The Consultant shall maintain time and expense records and provide them to the City upon request.
- c. The City will pay timely submitted and approved invoices received before the 20th of each month within thirty (30) days of receipt.

**IV.2 CITY APPROVAL.** Notwithstanding the Consultant's status as an independent contractor, results of the work performed pursuant to this Agreement must meet the approval of the City, which shall not be unreasonably withheld if work has been completed in compliance with the Scope of Services and City requirements.

### **IV.3 MAINTENANCE/INSPECTION OF RECORDS.**

- a. The Consultant shall maintain all books, records, documents, and other evidence pertaining to the costs and expenses allowable under this Agreement in accordance with generally accepted accounting practices. All such books and records required to be maintained by this Agreement shall be subject to inspection and audit by representatives of the City and/or the Washington State Auditor at all reasonable times, and the Consultant shall afford the proper facilities for such inspection and audit. Representatives of the City and/or the Washington State Auditor may copy such books, accounts, and records where necessary to conduct or document an audit. The Consultant shall preserve and make available all such

books of account and records for a period of three (3) years after final payment under this Agreement. In the event that any audit or inspection identifies any discrepancy in such financial records, the Consultant shall provide the City with appropriate clarification and/or financial adjustments within thirty (30) calendar days of notification of the discrepancy.

- b. **Public Records.** The parties agree that this Agreement and records related to the performance of the Agreement are with limited exception, public records subject to disclosure under the Public Records Act RCW 42.56. Further, in the event of a Public Records Request to the City, the City may provide the Consultant with a copy of the Records Request and the Consultant shall provide copies of any City records in Consultant’s possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Consultant will provide the City with an estimate of reasonable time needed to fulfill the records request.

**ARTICLE V. GENERAL**

V.1 **NOTICES.** Notices to the City shall be sent to the following address:

**[INSERT NAME, TITLE AND ADDRESS OF CITY CONTACT]**

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

**[INSERT NAME, TITLE AND ADDRESS OF CONSULTANT CONTACT]**

Receipt of any notice shall be deemed effective three (3) days after deposit of written notice in the U.S. mail with proper postage and address.

V.2 **TERMINATION.** The right is reserved by the City to terminate this Agreement in whole or in part at any time upon ten (10) calendar days' written notice to the Consultant.

If this Agreement is terminated in its entirety by the City for its convenience, the City shall pay the Consultant for satisfactory services performed through the date of termination in accordance with payment provisions of Section IV.1.

V.3 **DISPUTES.** The parties agree that, following reasonable attempts at negotiation and compromise, any unresolved dispute arising under this Agreement may be resolved by a mutually agreed-upon alternative dispute resolution of arbitration or mediation.

V.4 **EXTENT OF AGREEMENT/MODIFICATION.** This Agreement, together with attachments or addenda, represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties.

V.5 **SEVERABILITY.**

- a. If a court of competent jurisdiction holds any part, term, or provision of this Agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.
- b. If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict and shall be deemed modified to conform to such statutory provision.

V.6 **NONWAIVER.** A waiver by either party hereto of a breach by the other party hereto of any covenant or condition of this Agreement shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay, or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Agreement, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

V.7 **FAIR MEANING.** The terms of this Agreement shall be given their fair meaning and shall not be construed in favor of or against either party hereto because of authorship. This Agreement shall be deemed to have been drafted by both of the parties.

V.8 **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

V.9 **VENUE.** The venue for any action to enforce or interpret this Agreement shall lie in the Superior Court of Washington for Island County, Washington.

V.10 **COUNTERPARTS.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

V.11 **AUTHORITY TO BIND PARTIES AND ENTER INTO AGREEMENT.** The undersigned represent that they have full authority to enter into this Agreement and to bind the parties for and on behalf of the legal entities set forth below.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CITY OF OAK HARBOR

[INSERT TRUE AND ACCURATE NAME OF COMPANY]

By \_\_\_\_\_  
\_\_\_\_\_, Mayor

By \_\_\_\_\_  
[PRINT OR TYPE NAME AND TITLE]

Approved as to form:

City Attorney

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**Exhibit A**  
**Scope of Services**