



REQUEST FOR PROPOSAL
INFORMATION TECHNOLOGY STRATEGIC PLAN

Issue Date: May 31, 2023
Due Date: 4:00 p.m. (Pacific Time), July 7, 2023

REQUEST FOR PROPOSALS

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

Information Technology Strategic Plan

The purpose of this RFP is to solicit proposals from qualified consultants to prepare an information technology strategic plan and perform a structural evaluation. The City will consider proposals from single consultants or from multiple consultants working as a team. The ideal candidates will possess recent experience in information technology strategic planning. They will be excellent communicators and write clearly and concisely. They will have experience in the public sector, and have worked with municipalities comparable to and larger than the City of Mountlake Terrace, Washington in population, staffing, infrastructure and other relevant categories.

File with City Manager's Office, Attn: Jennifer Joki, 23204 – 58th Avenue West, Mountlake Terrace, WA, 98043 as follows:

Proposals are to be submitted to the City Manager's Office, Attn: Jennifer Joki, 23204 58th Avenue West, Mountlake Terrace, WA 98043. Proposals may also be emailed to jjoki@mltwa.gov and received no later than 4:00 p.m. on Friday, July 7, 2023. Proposals must be in digital format (Microsoft Word or PDF). Late proposals will not be accepted nor will additional time be granted to any consultant. All proposals and accompanying documentation will become the property of the City and will not be returned.

A copy of this Request for Proposal (RFP) may be obtained from the City's web site at <https://www.cityofmlt.com/Bids.aspx>. Locate by clicking on "Show Me" on the webpage and then "Information Technology Strategic Plan – Request for Proposals". Call 425-744-6234 if you are unable to access RFP documents online.

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

The City requires that no person shall, on the grounds of race, religion, color, national origin, sex, age, marital status, political affiliation, sexual orientation, or the presence of any sensory, mental, or physical disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The City of Mountlake Terrace further assures that every effort will be made to ensure non-discrimination in all of its programs and activities, whether those programs are federally funded or not.

In addition to nondiscrimination compliance requirements, the consultant ultimately awarded a contract shall comply with federal, state and local laws, statutes and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; disabilities; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

Table of Contents

CHAPTER I: GENERAL RFP INFORMATION.....	4
INTRODUCTION AND BACKGROUND.....	4
OBJECTIVE.....	5
REQUESTED SERVICES.....	5
DELIVERABLES.....	6
DESIRED QUALIFICATIONS.....	7
RFP OFFICIAL CONTACT.....	8
PROCUREMENT SCHEDULE.....	8
LETTER OF INTENT.....	8
QUESTIONS REGARDING THE RFP.....	9
PROPOSAL PREPARATION.....	9
PROPOSAL SUBMISSION.....	9
EVALUATION PROCEDURES.....	10
CHAPTER II: REQUIRED PROPOSAL RESPONSE FORMS.....	11
PROPOSAL PREPARATION INSTRUCTIONS.....	11
FORM 1: COVER LETTER.....	12
FORM 2: PROPOSAL SUMMARY.....	13
FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS.....	15
FORM 4: GENERAL SUPPLIER INFORMATION.....	17
FORM 5: SCOPE OF SERVICES.....	20
FORM 6: PRICE PROPOSAL.....	21
FORM 7: CUSTOMER REFERENCES.....	22
FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION.....	24
ADDITIONAL TERMS.....	25
RFP AMENDMENTS.....	25
VENDOR'S COST TO DEVELOP PROPOSAL.....	25
WITHDRAWAL OF PROPOSALS.....	25
REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES.....	25
PROPOSAL VAILIDITY PERIOD.....	25
CITY TAXATION.....	25
PUBLIC RECORDS.....	25
ACQUISITION AUTHORITY.....	26
CONTRACT AWARD AND EXECUTION.....	26
OTHER COMPLIANCE REQUIREMENTS.....	26
OWNERSHIP OF DOCUMENTS.....	26
CONFIDENTIALITY OF INFORMATION.....	26
ATTACHMENTS.....	27
Attachment A: Non-Collusion Certificate.....	27
Attachment B: Non-Disclosure Agreement.....	28
Attachment C: Professional Services Agreement.....	31

Chapter I: General RFP Information

Chapter I: General RFP Information

INTRODUCTION AND BACKGROUND

The City Manager's Office and Information Technology Department are seeking to hire a consultant to help develop a Five-Year Information Technology Strategic Plan to guide the organization through the next five years, and to create a more detailed Infrastructure Technology (IT) plan and design.

OVERVIEW OF CITY AND CITY INFORMATION SERVICES AND TECHNOLOGY

Overview of City Services: The City of Mountlake Terrace (Population – 22,070) is 13 miles north of Seattle, Washington, 15 miles south of Everett, Washington. Mountlake Terrace provides police and utility services including water, sewer and surface water. Fire service is provided by South County (Snohomish) Regional Fire Authority while garbage and recycling is provided by Waste Management. The City has an extensive system of parks and provides recreation classes. A full [community profile](#) can be found on our website.

Departments & Staff: The City of Mountlake Terrace employs 114 full-time employees, roughly 9 part-time and 40 seasonal employees across seven offices/departments: Offices of City Manager and City Clerk, and Department of Finance, Public Works, Community and Economic Development, Recreation, Parks and Property Management and Police.

Facilities: The City presently owns and manages seven primary facilities ([map](#)): City Hall, Police Station, Operations Facility, Recreation Pavilion, Library, Mickey Corso Community Clubhouse and the MDF located at Fire Station 19. The City also operates an EOC in the Operations Facility.

City Information Services: Mission and Responsibility of Information Services: The Information Services Division provides technology support services to all departments within the City. Responsibilities include maintaining servers, software applications, telephone systems and network equipment over a wide-area network. In addition to supporting City staff, the Information Services Division also supports workstations, laptops, patrol car cameras, mobile data computers, printers & copiers, security systems, E-mail System, data backup system, security camera systems, Wi-Fi networks, databases, door access control systems, A/V systems, software license compliance and network and data security.

Current Information Services Systems

1. Hardware Environment – The City has over 680 technology devices which includes servers, telephone system, workstations, laptops, patrol car camera

Chapter I: General RFP Information

systems, mobile data computers, printers, tablets, security systems, cell phones, security camera systems, copiers, switches, Wi-Fi networks, scanners, door access control system, A/V systems in the EOC and the Council Chambers, credit card terminals, and more.

2. Wired & Wireless Networks – The City maintains wired & wireless networks.
3. Connectivity – All City facilities maintain fiber connectivity to the MDF.
4. Present Information Systems Staffing – One full time Information Technology Manager and one and three quarters (1 $\frac{3}{4}$) Computer Support Technicians.

OBJECTIVES

Strategic Plan Objective – The objective of the Strategic Plan includes but is not limited to creating a well-documented plan to guide the organization over the next five years in planning, procuring, implementing and managing current and future technology investments and resources related to Information Services provided by the City of Mountlake Terrace. The Strategic Plan should involve the results of a thorough analysis of the following:

- Creation of a Strategic Plan that directly supports City goals.
- Highlight current strengths and weaknesses as well as identify, prioritize, and cost the projects that the City should focus on over the next five years.
- Assessment and evaluation of the City’s IT needs including work, staffing, and budget required to support:
 - Existing and future IT capabilities, infrastructure and programs.
 - A work program and budget for sustaining and evolving City Information Technology to support ongoing business processes and priorities while focusing on the following key issues.
 1. Technology Hardware that supports citywide information technology.
 2. Citywide Software used across all departments.
 3. Departmental Specific Software.
 4. Identify and implement technologies that improves internal/external customer service.
 5. Improve the City’s digital footprint, i.e., the creation of data that is tied to coordinated plans for access, retrieval, retention, and protection to ensure critical business data is organized, readily accessible, and preserved.

REQUESTED SCOPE OF SERVICES

Services include any tasks necessary to produce the requested deliverables. The Strategic Plan should involve (but is not necessarily limited to) the results of a thorough analysis of the following:

Chapter I: General RFP Information

- Existing infrastructure, staffing, funding, applications, business systems, projects, processes, resource deployment and other investments and resources currently used by the City
- Interviews with representatives from each department's leadership and all current information services staff.
- Identification, prioritization and cost analysis of projects that the City should undertake over the next five years.
- Sufficiency of existing relationships, maintenance strategies, replacement cycles and opportunities for enhancement of these strategies.
- Assessment of customer satisfaction, to include interviews with a wide range of city staff.
- Assessment of effectiveness of city use of technology resources and staff access to technology services.
- Assessment of the City's GIS program and the production of a GIS program strategic plan as an integrated deliverable.
- Assessment of Information Services to mitigate financial risk and maintain compliance, including document management and retention.
- Practical and relevant private and public sector industry standards for disaster recovery, help desk/customer service, staffing, uptime, etc.
 - Assessment of redundant IT and communications infrastructure necessary to maintain communication during an emergency.
- Identification of needs to accommodate current and future technology requirements such as data storage and management, shifting to the cloud, support for mobile computing objectives (e.g., planning, engineering, police, etc.), legal requirements, security requirements, staffing, etc.
- Skill levels related to the technologies needed now and likely to be needed over the next five years (infrastructure assessment and roadmap).
- Current policies and service level agreements, and identification of any necessary or recommended policy directives.
- Identification of strategies and recommendations for utilizing available and emerging technologies.
- Options for expanding and improving connectivity between City facilities to accommodate necessary and anticipated increases in data transmission.
- Identify the necessary IT staffing levels to maximize effectiveness of IT operations and to provide substantial value to the City.

DELIVERABLES

The following deliverables are to be provided by the consultant. Additional deliverables may be identified during the initial meetings between the consultant and the City.

- An Executive Summary of discovery and recommendations for the City Council and Executive Management Staff.
- A five-year IT/GIS strategic plan addressing topics outlined in this RFP and any others identified in the process of stakeholder discussions. This plan should be designed to succeed within the City's anticipated available budget and indicate if

Information Technology Strategic Plan RFP

Chapter I: General RFP Information

more resources, e.g., capital, staffing, operating expenses, etc., are needed or should be proposed for consideration. Include option(s) to provide third party assistance in the procurement, configuration, and implementation of key system deficiencies that may be identified during the evaluation.

- A comprehensive list of recommendations and opportunities for improvement.
- Recommendations and a high-level roadmap on high-level technology areas including cloud strategy and infrastructure as a service, data analytics, storage technology, document management and retention, and any other identified by the consultant.
- A tactical project plan outlining projects, asset replacement cycles, and key improvements by priority that includes costs both initial and ongoing, staff required for both initial implementation and sustainable management, and perceived benefits and risk of both successful implementation and no implementation at all.
- An infrastructure design and a specific detailed migration plan to allow the City to implement any such additional infrastructure by the end of 2028.
- Comprehensive documentation of discovery and recommendations.
- At least three presentations (one to Executive Leadership Team, Information Services Division and one to the City Council).

DESIRED QUALIFICATIONS

The City will consider proposals from single consultants or from multiple consultants working as a team. The ideal candidates will possess recent experience in information technology strategic planning, be excellent communicators and write clearly and concisely. They will have experience in the public sector, and have worked with municipalities comparable to the City of Mountlake Terrace, Washington in population, staffing, infrastructure and other relevant categories.

The City seeks a consultant (or team) that:

- Has significant experience with municipal technology strategic plans in similarly sized cities.
- Has an office in Washington State.
- Has deep enough technical experience to create tactical plans and to cost projects at a detailed level in the following areas:
 - Project costing and organizational structure
 - Security, including CJIS
 - GIS
 - Commonly used municipal COTS application systems including supporting interfaces between best-of-breed systems
 - Microsoft 365 and Azure
 - Storage, backup, and disaster recovery
 - Data analytics
 - Public records retention and search

Chapter I: General RFP Information

RFP OFFICIAL CONTACT

Upon release of this RFP, all vendor communications concerning the overall RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other City employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City. Vendors should reply only on written statements issued by the RFP Coordinator.

Name: RFP Coordinator
Gary Knight – IT Manager

Address: City of Mountlake Terrace
23204 – 58th Avenue West
Mountlake Terrace, Washington 98043

E-mail: gknight@mltwa.gov

PROCUREMENT SCHEDULE

The procurement schedule for this project is as follows:

Note: The City reserves the right to adjust this schedule as necessary.

Milestone	Date
Release RFP to vendors	05/31/2023
Vendor Questions (if any) and letter of intent due	06/23/2023
Answers to Questions about RFP Released	06/30/2023
Proposal responses/submittals due	07/07/2023
Vendor Interviews will be completed by	08/04/2023
Vendor selection by	08/11/2023

LETTER OF INTENT

Vendors wishing to submit a proposal are encouraged to provide a written letter of intent to propose by June 16, 2023. An email sent to the RFP Coordinator is acceptable.

Chapter I: General RFP Information

Please identify the name, address, phone, and e-mail address of the person who will serve as the key contact for all correspondence regarding this RFP.

A list of all vendors submitting a letter of intent will be available upon request.

Those who choose not to provide a letter of intent will be responsible for monitoring the City's purchasing webpage for any addenda issued for this RFP.

Letters of Intent are not binding.

QUESTIONS REGARDING THE RFP

Vendors who request a clarification of the RFP requirements must submit written questions to the RFP Coordinator by 4 p.m. (PDT) by June 16, 2023, via an email to the RFP Coordinator. An electronic copy of all questions will be posted to the City's webpage, and an email sent to all vendors by June 23, 2023, who have submitted letters of intent. Responses to all questions submitted by this date will be emailed to vendors who submitted a letter of intent by 4 p.m. June 23, 2023.

PROPOSAL PREPARATION

General Information

It is important that all bidders read this section carefully. Failure to comply with these instructions may result in your proposal being removed from consideration by the City.

Vendors must prepare proposals using a word processor and electronic versions of the forms provided in Chapter II of this RFP. The City of Mountlake Terrace is using a "forms-based" approach to this procurement. This will allow all the bids received to be compared in a meaningful (i.e., "apples-to-apples") way. The RFP contains, in addition to the General RFP Information, a series of Response Forms.

PROPOSAL SUBMISSION

The following provides specific instructions for submitting your proposal.

Due Date:	<i>Proposals must be received by the City Clerk no later than July 07, 2023 at 4 p.m. (Pacific Time).</i> Late proposals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. Emailed proposals must be in either MS Word or PDF format and not exceed 30 MB. All proposals and accompanying documentation will become the property of the City and will not be returned.
------------------	---

Chapter I: General RFP Information

Number of Copies:	<p>An electronic copy of the vendor's proposal, in its entirety, must be received as specified above.</p> <p>The City will not accept facsimile.</p> <p>No physical copy is required. Vendors may choose to submit a physical copy in addition to an email copy, and if they choose to do so, the physical copy must arrive no later than 4 p.m. on the day that proposals are due and the electronic copy must still be emailed from the vendor to the City at the address given above.</p>
Address for Submission:	<p>City of Mountlake Terrace Attn: Jennifer Joki 23204 58th Ave W Mountlake Terrace, WA 98033</p> <p>Or</p> <p>jjoki@mltwa.gov (Emailed submittals are to be sent only to this address. Copies should not be emailed directly to other City staff.)</p>

EVALUATION PROCEDURES

The RFP Coordinator and other staff will evaluate the submitted proposals.

The evaluators will consider how well the vendor's proposed methodology and deliverables meet the needs of the City as described in the vendor's response to each requirement and form. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal. The evaluation process is not designed to simply award the contract to the lowest cost vendor. Rather, it is intended to help the City select the vendor with the best combination of attributes, including price, based on the evaluation factors. The City may request that a subset of finalist vendors make a presentation to a selection team.

Chapter II: Required Proposal Response Forms

Chapter II: Required Proposal Response Forms

The proposal must provide a summary of the vendor's qualifications to perform the duties outlined in the requested services section. This chapter contains forms vendors must complete to submit their proposal. Vendors must complete all the forms in this chapter as well as other requests for information contained herein. The following forms are included:

- 1) Cover Letter
- 2) Proposal Summary
- 3) Acceptance of Terms and Conditions
- 4) General Consulting Information
- 5) Scope of Services
- 6) Price Proposal
- 7) Customer Reference
- 8) Key Project Staff Background Information

In addition to the included forms, the vendor must provide at least one example reports from previous similar work. Sensitive customer information may be redacted if necessary.

PROPOSAL PREPARATION INSTRUCTIONS

To prepare your proposal, follow these instructions:

1. Open the electronic version of the forms of this RFP. Please use these forms and do not put them in another format.
2. If applicable, use copy and paste commands, copy sections *and* forms as necessary and paste them into a new file. Save the new file.
3. Complete all of the forms in your word processing and spreadsheet applications.
4. Please create a table of contents with page numbers.
5. Delete instructions (i.e., verbiage contained in brackets) from each form.
6. When your proposal is finished, refer to the proposal submission instructions in this document.

Submission Format

The proposal must be submitted in the specific Form sequence noted below. Please create a Table of Contents with page numbers.

Chapter II: Required Proposal Response Forms

FORM 1: COVER LETTER

[Use this space to compose a cover letter for your proposal. All proposals must include a cover letter signed by a duly constituted official legally authorized to bind the applicant to both its proposal and cost schedule. NOTE: The cover letter is not intended to be a summary of the proposal itself; this is accomplished in Form 2.

The cover letter must contain the following statements and information:

1. "Proposal may be released in total as public information in accordance with the requirements of the laws covering same." (Any proprietary information must be clearly marked.)
2. "Proposal and cost schedule shall be valid and binding for ONE HUNDRED EIGHTY (180) days following proposal due date and will become part of the contract that is negotiated with the City."
3. Company name, address, and telephone number of the vendor submitting the proposal.
4. Name, title, address, e-mail address, and telephone number of the person or persons to contact who are authorized to represent the vendor and to whom correspondence should be directed.
5. Proposals must state the proposer's federal and state taxpayer identification numbers.
6. Please complete and attach the following documents from the Attachments section of this RFP:
 - Non-Collusion Certificate
 - Non-Disclosure Agreement
 - Professional Services Agreement

TEXT WITHIN BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Chapter II: Required Proposal Response Forms

FORM 2: PROPOSAL SUMMARY

[Use this form to summarize your proposal and your firm's qualifications. Additionally, you may use this form at your discretion to articulate why your firm is pursuing this work and how it is uniquely qualified to perform it.

Your proposal summary is not to exceed two pages.

THE TEXT WITHIN BRACKETS IS TO BE DELETED AND REPLACED BY YOUR PROPOSAL SUMMARY.]

Chapter II: Required Proposal Response Forms

[Use this space as needed for page 2 of your proposal summary.]

Chapter II: Required Proposal Response Forms

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

[Use this form to indicate exceptions that your firm takes to any terms and conditions listed in this RFP, including the Appendices and Attachments. Proposals that take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP. If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.]

FORM 3: ACCEPTANCE OF TERMS AND CONDITIONS

It is the intent of the City to contract with a private vendor. All vendor representations, whether verbal, graphical or written, will be relied on by the City in the evaluation of the responses to this Request for Proposal. This reliance on the vendor's represented expertise is to be considered as incorporated into any, and all, formal Agreements between the parties.

PRINT THE WORDS "NO EXCEPTIONS" HERE _____ IF THERE ARE NO EXCEPTIONS TAKEN TO ANY OF THE TERMS, CONDITIONS, OR SPECIFICATIONS OF THE REQUEST FOR PROPOSAL DOCUMENTS.

IF THERE ARE EXCEPTIONS TAKEN TO ANY OF THESE TERMS, CONDITIONS, OR SPECIFICATIONS OF THE REQUEST FOR PROPOSAL DOCUMENTS, THEY MUST BE CLEARLY STATED IN THE TABLE BELOW ("RFP EXCEPTIONS") AND RETURNED WITH YOUR PROPOSAL IN THE APPROPRIATE SECTION.

IF YOU PROVIDED A SAMPLE COPY OF YOUR CONTRACT(S) YOU STILL NEED TO IDENTIFY IN THIS DOCUMENT ("RFP EXCEPTIONS") ANY AND ALL EXCEPTIONS YOU HAVE TO THE TERMS AND CONDITIONS.

Firm or Individual	
Title	
Telephone	
Email	
Address	

PRINT NAME AND TITLE

AUTHORIZED SIGNATURE

DATE _____

OTHER NOTES:

Information Technology Strategic Plan RFP

City of Mountlake Terrace - Request for Proposal
May 31, 2023

Chapter II: Required Proposal Response Forms

RFP EXCEPTIONS

Add any additional line items for exceptions as necessary and reference any explanatory attachments within the line item to which it refers.

	RFP Section # or Form, Page #	Exception Describe the nature of the Exception	Explanation of Why This is an Issue for You	Your Proposed Alternative to Meet the Needs of the City
1				
2				
3				
4				
5				

Chapter II: Required Proposal Response Forms

FORM 4: GENERAL Consultant INFORMATION

Please note that this form must be filled out for the proposing firm AND for any partner firms.

FORM 4 – GENERAL SUPPLIER INFORMATION Company Information

In no more than two pages, describe your company and the characteristics that set your company apart. Include the reasons you believe you have the relevant experience to do this specific work.

Fill in the following table:

Proposing Supplier Information	
1. Contact Information	
▪ Company Name	
▪ Name and Title of Contact Person	
▪ Company Address	
▪ Phone	
▪ Email Address	
▪ Company Website	
2. Regional Offices and Staff	
▪ Describe whether your organization is local, regional, national or international.	
▪ Regional office servicing this engagement	
▪ Describe the range of services provided by the office servicing the engagement and # of employees.	
3. General Information	
▪ Year Founded	
▪ Private vs. Public (Listing Exchange and Listing Code)	
▪ Fiscal year end	

Chapter II: Required Proposal Response Forms

<ul style="list-style-type: none"> ▪ Revenue: Current Year 	
<ul style="list-style-type: none"> ▪ Revenue: Prior Year 	
<ul style="list-style-type: none"> ▪ Parent Company (If separate) 	
<ul style="list-style-type: none"> ▪ Disclose any recent litigation (and outcomes) and litigation currently pending adjudication. 	
<ul style="list-style-type: none"> ▪ # of Supplier Employees 	
<p>4. Total Worldwide</p>	
<ul style="list-style-type: none"> ▪ Total in U.S. 	
<ul style="list-style-type: none"> ▪ # of full-time employees in: <ul style="list-style-type: none"> - Sales - Implementation and training - Customer service - Technical/Development - Administrative ▪ - Other (note relevant staff): 	
<ul style="list-style-type: none"> ▪ Experience working with cities of our size. Briefly describe. 	
<p>5. Contract Termination for Default Please list all incidents in the past 5 years in which you have had a contract terminated for default. Termination for default is defined as notice to stop performance due to your non-performance or poor performance; and the issue was either (a) not litigated or (b) litigated, and such litigation determined you to be in default. Please provide:</p> <ul style="list-style-type: none"> • Full details of all terminations for default • The other party's name, address and telephone 	
<p>6. Your position on the matter</p>	
<p>7. Contract termination before contract completion for convenience, non-performance, non-allocation of funds, etc. Please list all incidents in the past 5 years in which you have had a contract terminated before completion (e.g. for convenience non-performance, non-allocation of funds or any other reason) Please provide:</p>	

Chapter II: Required Proposal Response Forms

<ul style="list-style-type: none">• Full details of all such terminations• The other party's name, address and telephone• Your position on the matter	
---	--

Chapter II: Required Proposal Response Forms

FORM 5: SCOPE OF SERVICES

[This is where a detailed description of your services goes. This description should not be more than fifteen pages for this RFP.]

In addition to the detailed description, please:

- provide one or more sample IT Strategic Plans or links to sample plans that have been completed in the prior three years for municipal clients
- a draft schedule that delivers the first completed draft of the strategic plan no later than 11/03/2023; and
- identify the staff who will work on this project and their roles

FORM 6: PRICE PROPOSAL

FORM 6: PRICE PROPOSAL

Please identify your firm’s hourly rates and provide the City with both a fixed cost estimate and a time and materials estimate for this work. Please be sure to break out costs by the four objectives mentioned above.

Time and Materials Bid:

PROFESSIONAL SERVICES	\$	Est Hours	ASSUMPTIONS
GRAND TOTAL			

Fixed Bid

PROFESSIONAL SERVICES	\$	ASSUMPTIONS
GRAND TOTAL		

FORM 7: CUSTOMER REFERENCES

FORM 7: CUSTOMER REFERENCES

Provide at least three references where your strategic planning consulting work or similar consulting engagement was completed in the last five years. At least two references must be for government clients.

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Chapter II: Required Proposal Response Forms

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Name of Customer:	
Contact Name/Title:	Telephone #:
Mailing Address:	Email:
Project Description and dates of work:	Project cost:
Other comments:	

Chapter II: Required Proposal Response Forms

FORM 8: KEY PROJECT STAFF BACKGROUND INFORMATION

[Complete the following table for each of the key project staff members. Use your word processor's copy and paste commands to create additional copies of this table as necessary. Please allow one page for each table. **At a minimum, key staff must include your proposed project manager and key contributors to this project.** TEXT WITHIN BRACKETS IS TO BE DELETED IN YOUR RESPONSE.]

Vendor Name	
Staff member name	
Position in the company	
Length of time in position	
Length of time at company	
Project position and responsibilities	
Education	
Previous work experience	
Skills and qualifications for the project position.	

Additional Terms

Additional Terms

RFP AMENDMENTS

The City reserves the right to change the schedule or issue amendments to the RFP at any time. The City also reserves the right to cancel or reissue the RFP.

VENDOR'S COST TO DEVELOP PROPOSAL

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

WITHDRAWAL OF PROPOSALS

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

REJECTION OF PROPOSALS – WAIVER OF INFORMALITIES OR IRREGULARITIES

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

PROPOSAL VAILIDITY PERIOD

Submission of the proposal will signify the vendor's agreement that its proposal and the content thereof are valid for 180 days following the submission deadline and will become part of the contract that is negotiated between the City and the successful vendor.

CITY TAXATION

The contractor awarded said contract will be required to purchase a City of Mountlake Terrace Business License.

PUBLIC RECORDS

Under Washington state law, the documents (including but not limited to written, printed, graphic, electronic, photographic or voice mail materials and/or transcriptions, recordings or reproductions thereof) submitted in response to this request for proposals (the "documents") become a public record upon submission to the City, subject to mandatory disclosure upon request by any person, unless the documents are exempted from public disclosure by a specific provision of law. If the City receives a request for inspection or copying of any such documents provided by a vendor in response to this RFP, it will promptly notify the vendor at the address given in response to this RFP that it has received such a request. Such notice will inform the vendor of the date the City intends to disclose the documents requested and affording the vendor a reasonable opportunity to obtain a court order prohibiting or conditioning the release of the documents. The City assumes no contractual obligation to enforce any exemption.

Additional Terms

ACQUISITION AUTHORITY

This RFP and acquisition are authorized pursuant to Mountlake Terrace Municipal Code 3.97 and RCW 39.04.270.

CONTRACT AWARD AND EXECUTION

- ◆ The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- ◆ The general conditions and specifications of the RFP and as proposed by the City and the successful vendor's response, as amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- ◆ The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City.
- ◆ If the selected vendor fails to sign the contract within five (5) business days of delivery of the final contract, the City may elect to cancel the award and award the contract to the next-highest-ranked vendor.
- ◆ No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

OTHER COMPLIANCE REQUIREMENTS

In addition to nondiscrimination and equal opportunity compliance requirements previously listed, the Proposer awarded a contract shall comply with federal, state and local laws, statutes, and ordinances relative to the execution of the work. This requirement includes, but is not limited to, protection of public and employee safety and health; environmental protection; waste reduction and recycling; the protection of natural resources; permits; fees; taxes; and similar subjects.

OWNERSHIP OF DOCUMENTS

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

CONFIDENTIALITY OF INFORMATION

All information and data furnished to the vendor by the City, and all other documents to which the vendor's employees have access during the term of the contract, shall be treated as confidential to the City. Any oral or written disclosure to unauthorized individuals is prohibited. The City may require the Proposer to send and receive documentation using file sharing services, in lieu of email.

Attachments

Attachment B: Non-Disclosure Agreement

THIS IS A SAMPLE – PLEASE IDENTIFY ANY EXCEPTIONS YOU HAVE TO THIS AGREEMENT, BUT DO NOT SIGN THIS SAMPLE VERSION. THIS MUST BE SIGNED BY THE SUCCESSFUL VENDOR AND MAY BE REQUIRED FROM FINALISTS.



NON-DISCLOSURE AGREEMENT

This Non-Disclosure Agreement (“the Agreement”) is made this ____ day of _____, 201__, by and between the City of Mountlake Terrace, a municipal corporation of the State of Washington (the “City”), and _____, a __ corporation (“the Vendor”).

Whereas, the Vendor <is the successful candidate/wishes to submit a proposal>for the <project name>; and

Whereas, the Vendor will need to review confidential information (“the Confidential Information”) belonging to the City in order to be able to <prepare its proposal/complete this project>, which the City does not want disclosed; and

Whereas, in consideration for being allowed to see the Confidential Information so that it can prepare a proposal, the sufficiency of such consideration being hereby acknowledged, Vendor is willing to enter into this Non-Disclosure Agreement,

Now therefore, the parties hereby agree as follows:

1. The Vendor shall maintain and protect the confidentiality of the Confidential Information, the Vendor shall not disclose the Confidential Information to any person or entity and shall not challenge, infringe or permit or assist any other person or entity to disclose the Confidential Information or challenge or infringe any of the City’s license rights, trade secrets, copyrights, trademarks or other rights respecting the Confidential Information.
2. Except pursuant to a written agreement between the parties, the Vendor shall not directly or indirectly, i) provide, make, use or sell, or permit or assist any other person or entity to provide, make, use or sell any services, devices or products incorporating any protected feature embodied in any of the Confidential Information; ii) apply for or seek to register, or otherwise attempt to create, establish or protect any patents, copyrights or trademarks with respect to any of the Confidential Information; or iii) use any name used by the other party, whether or not subject to trademark protection, or any confusingly similar name.
3. The Vendor shall not disclose the Confidential Information except to those persons employed by the Vendor, or its affiliates or subsidiaries, who have

Attachments

reasonable need to review the Confidential Information under the terms of this Agreement.

4. Vendor shall not make any copies, drawings, diagrams, facsimiles, photographs or other representations of any of the Confidential Information without prior written permission from the City.
5. Upon request by the City, Vendor shall immediately return any Confidential Information in its possession, including all copies thereof.
6. Notwithstanding other provisions of this Agreement, the Agreement does not restrict the Vendor with respect to the use of information that is already legally in its possession, that is available to the Vendor from other sources without violating this Agreement or the intellectual property rights of the City or that is in the public domain. Notwithstanding other provisions of this Agreement, this Agreement also shall not restrict the Vendor from providing, making, using or selling services, devices or other products so long as the Vendor does not breach this Agreement, violate the City's intellectual property rights or utilize any of the Confidential Information.
7. The covenants in this Agreement may be enforced a) by temporary, preliminary or permanent injunction without the necessity of a bond or b) by specific performance of this Agreement. Such relief shall be in addition to and not in place of any other remedies, including but not limited to damages.
8. In the event of a suit or other action to enforce this Agreement, the substantially prevailing party shall be entitled to reasonable attorneys' fees and the expenses of litigation, including attorneys' fees, and expenses incurred to enforce this Agreement on any appeal.
9. The Agreement shall be governed by and construed in accordance with Washington law. The Snohomish County Superior Court or the United States District Court for the Western District of Washington at Seattle (if federal law is applicable) shall have the exclusive subject-matter jurisdiction of matters arising under this Agreement, shall have personal jurisdiction over the parties and shall constitute proper venue for any litigation relating to this Agreement.
10. For purposes of this Agreement, all covenants of the Vendor shall likewise bind the officers, directors, employees, agents, and independent contractors of the Vendor, as well as any direct or indirect parent corporation of the Vendor, direct or indirect subsidiary corporations of the Vendor and any other person or entity affiliated with or related to the Vendor or to any of the foregoing persons or entities. The Vendor shall be liable to the City for conduct of any of the foregoing persons or entities in violation of this Agreement to the same extent as if said conduct were by the Vendor.

Attachments

11. The Vendor shall not directly or indirectly permit or assist any person or entity to take any action which the Vendor would be barred by this Agreement from taking directly.
12. This Agreement shall bind and inure to the benefit of the heirs, successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the day and year first written above.

CITY OF MOUNTLAKE TERRACE

<Company Name>

By: _____
Its: _____

By: _____
Its: _____

Attachment C: Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT

THIS IS A SAMPLE – PLEASE IDENTIFY ANY EXCEPTIONS YOU HAVE TO THIS AGREEMENT, BUT DO NOT SIGN THIS SAMPLE VERSION. A FINAL CONTRACT WILL BE WORKED OUT WITH THE SUCCESSFUL VENDOR.

This Agreement (“Agreement”) is dated effective this ____ day of _____, 2021. This Agreement is by and between the City of Mountlake Terrace, a Washington municipal corporation (“City”), and _____ (“Contractor”), collectively known as the parties (“Parties”).

A. The City seeks the professional services of a skilled independent contractor capable of working without direct supervision in the capacity of a _____ and is familiar with the City’s municipal code, resolutions, regulations, and policies.

B. The Contractor, by entering into the Agreement, represents that it has the requisite skills and experience necessary to perform and provide such services in a competent and professional manner.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the Parties agree to the following terms and conditions:

1. Services.

1.1 Services. Contractor shall provide the services and equipment as specified pursuant to the terms more specifically described in “Exhibit A – Scope of Services,” attached hereto and incorporated by this reference (“Services”), in a manner consistent with the accepted practices and standards for other similar services, performed to the City’s satisfaction, within the time-period prescribed by the City and pursuant to the direction of the City Manager or his or her designee.

1.2 Compliance with Laws. Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws, including, but not limited to, the City of Mountlake Terrace’s Municipal Code, and all other City resolutions, standards or policies, as now existing or hereafter adopted or amended.

1.3 Performance Standard. In the performance of services under this Agreement, Contractor and its employees or designees, promise to exercise the degree of skill and care required by customary and generally accepted practices, standards, and procedures adopted by Contractors’ rendering the same or similar type of service. All duties shall be performed in the manner consistent with those customary and generally accepted practices, and the Contractor shall be responsible for the

Attachments

professional and technical soundness and accuracy of all work and services furnished pursuant to this Agreement.

2. Term. The term of this Agreement shall commence upon the effective date of this Agreement and shall expire on _____ 20_____.

3. Termination. Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City upon prior written notice to the Contractor. If the Agreement is terminated after partial performance, the City will be obligated to pay only for that portion of the total work authorized under this Agreement that is satisfactorily completed. The Contractor may terminate this Agreement only upon sixty (60) days prior written notice to the City.

4. Compensation.

4.1 Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor a fixed-fee cost of \$_____ or in the alternative in an amount not to exceed a maximum sum of \$_____ according to a rate or method as delineated in Exhibit A.

4.2 Method of Payment. City will be billed no more often than monthly. Invoices shall contain an itemized breakdown of the services performed on a project basis during the time covered by the invoice. City will pay Contractor by warrant or check within thirty (30) days of the receipt of an invoice. A finance charge of one percent (1%) per month [twelve percent (12%) per annum] will accrue on any unpaid balance outstanding for more than forty-five (45) days.

4.3 Contractor Responsible for Taxes. The Contractor shall be solely responsible for the payment of any taxes imposed by any lawful jurisdiction as a result of the performance and payment of this Agreement.

4.4 Reimbursement of Expenses. The City of Mountlake Terrace is not liable to Contractor for any expenses paid or incurred by Contractor unless otherwise agreed in writing.

5. Contractor to Direct Work. Contractor shall control and direct the performance of the work or project of Contractor pursuant to this Agreement, subject to the City of Mountlake Terrace oversight. The City of Mountlake Terrace reserves the right to inspect, review, and approve of the work or project of Contractor to assure that it has been completed as specified, before payment.

6. Warranty. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to being registered to do business in the City of Mountlake Terrace by obtaining a City of Mountlake Terrace business registration if required by municipal code.

Attachments

7. **Security and Damages.** The Contractor shall be responsible for security of its equipment and assumes all risk of damage, theft or loss to Contractor's equipment and supplies occurring from any nature whatsoever. Additionally, Contractor shall be responsible for any maintenance costs and repair costs resulting from any damage or loss from any source whatsoever to its equipment or supplies. Contractor agrees that neither damage to or loss of its equipment shall be applied to or claimed against City property, City liability insurance or commission revenues owed to the City.

8. **Independent Contractor/Conflict of Interest.**

8.1 **Independent Contractor.** It is the intention and understanding of the Parties that the Contractor shall be an independent contractor and that the City shall neither be liable for nor obligated to pay sick leave, vacation pay or any other benefit of employment, nor to pay any social security or other tax, which may arise as an incident of employment. The Contractor shall pay all income and other taxes as due. Industrial or any other insurance, which is purchased for the benefit of the Contractor, shall not be deemed to convert this Agreement to an employment contract.

8.2 **City's Right of Supervision and Inspection.** Even though Contractor is an independent Contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection and supervision to secure the satisfactory completion thereof.

8.3 **Work Performed at Contractor's Risk.** Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss or damage to materials, tools, or other articles used or held for use in connection with the work.

8.4 **Conflict of Interest.** It is recognized that the Contractor may or will be performing professional services during the term for other parties and that the City is not the exclusive user of the Services the Contractor will provide, provided, however, that such performance of other Services shall not conflict with or interfere with Contractor's ability to perform the Services. Contractor agrees to resolve any such conflicts of interest in favor of the City.

9. **Indemnification.**

9.1 **Contractor Indemnification.** Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from claims, injuries, damages, losses or suits including attorney fees, arising out of, in connection with, or incident to any negligent or intentional acts, errors or omissions, or conduct of the Contractor (or its employees, agents, representatives, subcontractors/ subconsultants)

Attachments

in performance of this Agreement, whether such claims sound in contract, tort, or other legal theory, except for injuries and damages caused by the sole negligence of the City. The Contractor's duty to defend and indemnify pursuant to this Section 9 is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of the Contractor. 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 Contractor and the City, its officers, officials, employees, and volunteers, the Contractor's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Contractor's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Contractor's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the Parties. As used in this Section 9, "City" includes the City, the City officers, employees, agents, and representatives. If, and to the extent, Contractor employs or engages subcontractors or subconsultants then Contractor shall ensure that each such subcontractor and subconsultant (and subsequent tiers of subcontractors and subconsultants) shall expressly agree to defend and indemnify the City to the extent and on the same terms and conditions as the Contractor pursuant to this Section 9.

9.2 Records Request. When the City provides the Contractor with notice of a Public Records Request, Contractor agrees to save, hold harmless, indemnify and defend the City, its officers, agents, employees and elected officials from and against claims, lawsuits, fees, penalties and costs resulting from the Contractor's violation of the Public Records Act RCW 42.56, or Contractor's failure to produce public records as required under the Public Records Act. Records shall be retained until all litigation, claims or audit findings have been resolved even though such litigation, claim or audit continues past any formal retention period imposed by Washington State Archives, grant or other applicable law or regulation.

9.3 Survival. The provisions of this Section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to such expiration or termination.

10. Discrimination Prohibited and Compliance with Equal Opportunity Legislation. In all Contractor services, programs or activities, and all Contractor hiring and employment made possible by or resulting from this Agreement, there shall be no discrimination by the Contractor or by Contractor's employees, agents, subcontractors or representatives against any person because of sex, age, (except minimum age and retirement provisions), race, color, creed, national origin, marital status, religion, sexual orientation or the presence of any disability, including sensory, mental, or physical handicaps, based upon a bona fide occupational qualification in relationship to hiring and employment. This requirement shall apply, but not be limited to the following: employment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor shall

Attachments

not violate any of the terms of Chapter 49.60 RCW, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act, Section 504 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law or regulation regarding non-discrimination. Any material violation of this provision shall be grounds for termination of this Agreement by the City and, in the case of the Contractor's breach, may result in ineligibility for further City agreements.

11. Confidentiality.

11.1 Safeguarding of Information. All information regarding the City obtained by the Contractor in performance of this Agreement shall be considered confidential. The Contractor shall safeguard all written information submitted by the City to the Contractor in connection with the services performed by the Contractor under this Agreement to at least the same extent as the Contractor safeguards like information relating to its own business or profession. Breach of confidentiality by the Contractor will be grounds for immediate termination.

11.2 Disclosure of Information. Contractor shall not, without the prior written consent of the City of Mountlake Terrace, disclose to third parties information that is not otherwise subject to public disclosure unless:

- a. The information is known to Contractor prior to receiving the same directly or indirectly in connection with the work or project;
- b. The information is in the public domain at the time of disclosure by Contractor; or
- c. The information is received by Contractor from a third party who does not have an obligation to keep the same confidential.

12. Work Product and Ownership of Records and Documents.

12.1 Return of Work Product. All originals and copies of work product, including records, files, documents, reports, plans, sketches, layouts, designs, design specifications, computer disks, magnetic media or material which may be produced or modified by the Contractor while performing the services shall belong to the City. At the termination or cancellation of this Agreement, all copies of any such work product remaining in the possession of the Contractor shall be delivered to the City and shall become the property of the City. Files containing the written record of the Contractor's services shall be delivered to the City.

12.2 Use of Work Product. The City acknowledges that the documents and records prepared by the Contractor are prepared specific to the work or project described herein. If the City modifies or uses any of the documents for other projects or purposes without the written approval of the Contractor, the City releases the Contractor

Attachments

from all responsibility for any errors or omissions therein with respect to such modification or use.

13. Insurance.

13.1 Insurance Term. The Contractor shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of work hereunder by the Contractor, its agents, representatives, or employees. Contractor shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Contractor's own cost and expense, the following policies of insurance with companies authorized to do business in the State of Washington, which are rated at least "A" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable by the City. Contractor's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or in equity.

13.2 Minimum Scope of Insurance. Contractor shall obtain insurance of the types described below:

a. 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 or a substitute form providing equivalent liability coverage.

b. 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, stop-gap, independent contractors and personal injury and advertising injury. The City shall be named as an additional insured under the Contractor's Commercial General Liability insurance policy with respect to the work performed for the City using an additional insured endorsement at least as broad as ISO CG 20 26.

c. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.

d. Professional Errors and Omissions Insurance. If both parties agree that the Services do not warrant Contractor providing Professional Errors and Omissions Insurance, Section 13.3.d. may be stricken if this section is initialed by both Parties: _____

13.3 Minimum Insurance Limits. Contractor shall maintain the following insurance limits:

a. Comprehensive General Liability. \$2,000,000 combined single limit per occurrence for bodily injury personal injury and property damage; \$2,000,000 general aggregate.

Attachments

b. Automobile Liability. \$1,000,000 combined single limit per accident for bodily injury and property damage.

c. Workers' Compensation. Workers' compensation limits as required by the Workers' Compensation Act of Washington.

d. Professional Liability/Contractor's Errors and Omissions Liability. \$2,000,000 per claim and \$2,000,000 as an annual aggregate. Such coverage, with City approval, may be written on a claims-made basis. If the Professional Errors and Omissions Insurance is on a claims-made policy form, the retroactive date on the policy shall be the effective date of this Agreement or prior. The retroactive date of any subsequent renewal of such policy shall be the same as the original policy provided. The extended reporting or discovery period on a claims-made policy form shall not be less than 36 months following expiration of the policy. (This paragraph shall not apply if Section 13.2.d above is initialed.)

13.4 Notice of Cancellation. In the event that the Contractor receives notice (written, electronic or otherwise) that any of the above required insurance coverage is being cancelled and/or terminated, the Contractor shall immediately (within forty-eight (48) hours) provide written notification of such cancellation/ termination to the City.

13.5 Verification of Coverage. In signing this Agreement, the Contractor is acknowledging and representing that required insurance is active and current. Contractor 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 Contractor before commencement of the work. Further, throughout the term of this Agreement, the Contractor shall provide the City with proof of insurance upon request by the City.

13.6 Insurance Shall be Primary - Other Insurance Provision. The Contractor's insurance coverage shall be primary insurance as respect to the City. The Contractor's Automobile Liability and Commercial General Liability insurance policies are to contain, or be endorsed to contain that they shall be primary insurance as respect to the City. Any Insurance, self-insurance, or self-insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

13.7 Claims-made Basis. Unless approved by the City all insurance policies shall be written on an "Occurrence" policy as opposed to a "Claims-made" policy.

13.8 Failure to Maintain Insurance. Failure on the part of the Contractor to maintain the insurance as required shall constitute a material breach of contract, upon which the City may, after giving five business days' notice to the Contractor to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums

Attachments

so expended to be repaid to the City on demand, or at the sole discretion of the City, offset against funds due the Contractor from the City.

13.9 Full Availability of Contractor Limits. If the Contractor 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 Contractor, irrespective of whether such limits maintained by the Contractor are greater than those required by this contract or whether any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

14. Maintenance/Inspection of Records.

14.1 Maintenance and Inspection. The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs and expenses allowable under this Agreement related to the performance of the Services and maintain such accounting procedures and practices as may be deemed necessary by the City to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to inspection, review or audit by the City, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. If any litigation, claim or audit is commenced, the contractor shall cooperate with the City and assist in the production of all such documents.

14.2 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. Contractor acknowledges that any record, document, work product or correspondence created by contractor may be subject to the Public Records Act.

Further, in the event of a Public Records Request to the City, the City may provide the Contractor with a copy of the Records Request and the Contractor shall provide copies of any City records in Contractor's possession, necessary to fulfill that Public Records Request. If the Public Records Request is large the Contractor will provide the City with an estimate of reasonable time needed to fulfill the records request.

For purposes of this agreement, records means every writing or record of every type and description, including electronically stored information (ESI), that is in the possession, control, or custody of the contractor, including, without limitation, any and all correspondences, contracts, agreements, appraisals, plans, designs, data, surveys, maps, spreadsheets, memoranda, stenographic or handwritten notes, reports, records, telegrams, schedules, diaries, notebooks, logbooks, invoices, accounting records, work sheets, charts, notes, drafts, scribbings, recordings, visual displays, photographs, minutes of meetings, tabulations, computations, summaries, inventories, and writings regarding conferences, conversations or telephone conversations, and any and all other taped, recorded, written, printed or typed matters of any kind or

Attachments

description; every copy of the foregoing whether or not the original is in the possession, custody, or control of the contractor, and every copy of any of the foregoing, whether or not such copy is a copy identical to an original, or whether or not such copy contains any commentary or notation whatsoever that does not appear on the original.

“ESI” means any and all computer data or electronic recorded media of any kind, including “Native Files”, that are stored in any medium from which it can be retrieved and examined, either directly or after translation into a reasonably useable form. City of Mountlake Terrace Public Records Policy Page 6 of 57 ESI may include information and/or documentation stored in various software programs such as: Email, Outlook, Word, Excel, Access, Publisher, PowerPoint, Adobe Acrobat, SQL databases, or any other software or electronic communication programs or databases that the contractor may use in the performance of its operations. ESI may be located on network servers, backup tapes, smart phones, thumb drives, CDs, DVDs, floppy disks, work computers, cell phones, laptops or any other electronic device that contractor uses in the performance of its work or services hereunder, including any personal devices used by the contractor or any sub-contractor at home. “Native files” are a subset of ESI and refer to the electronic format of the application in which such ESI is normally created, viewed, and /or modified.

The Contractor shall include this Section 14, “Maintenance/Inspection of Records”, in every subcontract it enters into in relation to this Agreement and bind the sub-contractor to its terms, unless expressly agreed to otherwise in writing by the City prior to the execution of such subcontract. The “Maintenance/Inspection of Records” Section of the Agreement shall confer third party beneficiary status on the City.

15. Non-Appropriation of Funds. If sufficient funds are not appropriated or allocated for payment under this Agreement for any future fiscal period, the City will not be obligated to make payments for Services or amounts incurred after the end of the current fiscal period, and this Agreement will terminate upon the completion of all remaining Services for which funds are allocated. No penalty or expense shall accrue to the City in the event this provision applies.

16. Dispute Resolution. All disputes or claims arising under this Agreement (“Disputes”) shall be resolved as set forth in this Section 16.

16.1 Informal Resolution. In the event of a Dispute, a party shall notify the other party of the Dispute with as much detail as possible. The City of Mountlake Terrace and Contractor shall use good faith efforts to resolve the Dispute within ten (10) business days after receipt of a Dispute notice. If the Parties’ business representatives are unable to resolve the Dispute, or agree upon the appropriate corrective action to be taken, within such ten (10) business days, then either party may initiate mediation as a condition precedent to Formal Resolution. Pending resolution of the Dispute, both Parties will continue without delay to carry out all their respective responsibilities under this Agreement.

Attachments

If such matter relates to or is the subject of a lien arising out of the Contractor's services, the Contractor may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by Formal Resolution.

If the Parties are unable to resolve the dispute through initial informal resolution above, the City and Contractor may endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the Parties mutually agree otherwise, shall be administered by the American Arbitration Association in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. Mediation shall proceed in advance of Formal Resolution.

The Parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the mediator is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

16.2 Formal Resolution. If the Parties hereto are unable to resolve a dispute pursuant to the procedure set forth above, the method of dispute resolution shall be litigation in a court of competent jurisdiction. Venue for any action under this Agreement shall be Snohomish County, Washington.

16.3 Injunctive Relief. Nothing contained in this Section shall limit or delay the right of either party to seek injunctive relief from a court of competent jurisdiction, whether or not such party has pursued informal resolution in accordance with this Section.

17. **Compliance with Grant Terms and Conditions**. Contractor shall comply with any and all conditions, terms and requirements of any federal, state or other grant that wholly or partially funds Contractor's work hereunder.

18. **General Provisions**.

18.1 Entire Agreement. This Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose. All attachments and addendum are incorporated herein by this reference, and shall be a part of this Agreement.

18.2 Modification. No provisions of this Agreement may be amended, modified or an additional obligation assumed by either Party except by written agreement signed by the Parties.

18.3 Full Force and Effect. Any section or provision of this Agreement which is adjudicated invalid or illegal shall in no way affect or invalidate any other section or

Attachments

provision hereof and such other sections or provisions shall remain in full force and effect.

18.4 Subletting/Assignment. Neither the Contractor nor the City shall have the right to sublet, transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of the other party.

18.5 Successors in Interest. Subject to the foregoing Subsection, the rights and obligations of the Parties shall inure to the benefit of and be binding upon their respective representatives, successors in interest, heirs and assigns.

18.6 Attorney Fees. In the event either party brings a lawsuit to enforce the terms of this Agreement, or arising from a breach of this Agreement, the prevailing party shall be entitled to its costs and attorneys' fees for bringing or defending against the action.

18.7 No Waiver. Failure or delay of the City to declare any breach or default immediately upon occurrence shall not waive such breach or default. Failure of the City to declare one breach or default does not act as a waiver of the City's right to declare another breach or default.

18.8 Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Washington.

18.9 Authority. Each individual executing this Agreement on behalf of the City and the Contractor represents and warrants that such individuals are duly authorized to execute and deliver this Agreement on behalf of the Contractor or the City.

18.10 Notices. Any notices required to be given by the Parties shall be delivered at the addresses set forth below. Any notices may be delivered personally or may be deposited in the United States mail, postage prepaid, to the address set forth below. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing.

18.11 Performance. Time is of the essence of this Agreement in each and all of its provisions in which performance is a factor.

18.12 Remedies Cumulative. Any remedies provided for under the terms of this Agreement are not intended to be exclusive, but shall be cumulative with all other remedies available to the City at law or in equity.

18.13 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same instrument and, collectively, constitute the entire Agreement.

Attachments

18.14 Captions. The respective captions of the Sections/Titles of this Agreement are inserted for convenience of the Parties for reference only and shall not be deemed to modify, explain, simplify, or aid in the interpretation of the provisions or otherwise affect any of the provisions of this Agreement.

18.15 No Third Party Beneficiary. It is the specific intent of the Parties, and all Parties agree, that this Agreement shall not confer third party beneficiary status on any non-party.

18.16 No Joint Venture. This Agreement does not create a partnership or joint venture, and in carrying out this Agreement, the Parties shall act in their individual capacities and not as agents, employees, or partners of one another.

18.17 Force Majeure. Notwithstanding any other provision of this Agreement, no party to the Agreement shall be deemed in default or breach of this Agreement or liable for any loss or damages or for any delay or failure in performance due to a cause beyond its reasonable control. The Parties shall promptly resume performance hereunder after the force majeure event has passed.

18.18 Survivability. The obligation of Contractor under all provisions of this Agreement, which may reasonably be interpreted or construed as surviving the completion, termination, or cancellation of this Agreement shall survive the completion, termination, or cancellation of this Agreement.

18.19 Contractor Payments. In the event the Contractor fails to pay any taxes, assessments, penalties, or fees imposed by any governmental body, including a court of law, then the City shall have the right but not the obligation and the Contractor authorizes the City to deduct and withhold or pay over to the appropriate governmental body those unpaid amounts upon demand by the governmental body. It is agreed that this provision shall apply to taxes and fees imposed by City ordinance. Any such payments shall be deducted from the Contractor's total compensation.

18.20 Facsimile Transmission. Facsimile transmission of any signed original agreement, and re-transmission of any signed facsimile transmission, shall be the same as delivery of an original. At the request of either party, the Parties will confirm facsimile transmitted signatures by signing an original document.

18.21 Ambiguities. Each party and its counsel, if any, have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any Party.

Executed on the dates written below.

Attachments

CONSULTANT

CITY OF MOUNTLAKE TERRACE

By: _____

By: _____

Name, Title

Jeff Niten, City Manager

Address:

23204 58th Avenue W
Mountlake Terrace, WA 98043

Date: _____

Date: _____

Approved as to form:

Hillary J. Evans, City Attorney