

REQUEST FOR PROPOSALS (RFP) #34-21: SUPPORTIVE CAMPSITE & SAFE PARK PROGRAMS

<u>Request for Proposals Information:</u>	<u>Submit Proposals to:</u>
<p>RFP NUMBER: 34-21 RFP TITLE: Supportive Campsite & Safe Park Programs DATE ISSUED: July 23, 2021</p> <p>CONTACT PERSON: Anna Vogel EMAIL ADDRESS: anna.vogel@cityofvancouver.us CONTACT PHONE: 360-487-8429</p> <p>QUESTIONS DUE: July 30, 2021 ADDENDUM DUE: August 4, 2021 RESPONSES DUE: August 11, 2021</p>	<p>Procurement Portal: cityofvancouver.bonfirehub.com</p> <p>For delivery by UPS of FedEx: Attn: Procurement Services Vancouver City Hall 415 W. 6TH ST Vancouver, WA 98660</p> <p>For delivery by the US Postal Service: Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668</p>

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SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

A. Instructions to Proposers

The City of Vancouver is seeking proposals from qualified firms/individuals for develop and implement a supportive campsite and safe park programs to be utilized as alternative shelter for individuals living unsheltered or in vehicles, RVs, campers/trailers in our community.

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

Questions or Requests for Clarification must be sent to Anna Vogel, Procurement Manager, via email to anna.vogel@cityofvancouver.us and be received by **4:00 p.m. on July 30, 2021**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on August 4, 2021**.

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

Proposers may not withdraw proposals after set due date and time, unless award of contract is delayed for more than ninety (90) days.

Sealed proposals must be received by the City no later than 3:00 PM (Pacific Time) Wednesday, August 11, 2021. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery. Official delivery time shall be documented by City affixed time stamp.

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

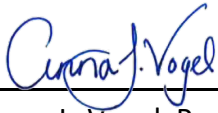
Proposals submitted via UPS or FedEx must be addressed: Vancouver City Hall, 415 W. 6th Street, Vancouver, Washington 98660. USPS will NOT deliver to the street address.

Proposals must be in a sealed envelope, and clearly marked **“RFP 34-21 SUPPORTIVE CAMPSITE AND SAFE PARK PROGRAMS”**

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

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

The City of Vancouver in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, subtitle A, Office of the Secretary, Part 21, nondiscrimination in federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises, as defined in 49 CFR part 26, will be afforded full opportunity to submit qualification statements in response to this invitation and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.



Anna L. Vogel, Procurement Manager

B. Introduction

The City of Vancouver encompasses 48.61 square miles, has a population of nearly 182,000. The City is located on the I-5 corridor and extends along the shore of the Columbia River, 100 miles upstream from the Pacific Ocean. It lies directly across the river from Portland, Oregon and is the southern gateway to the State of Washington.

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

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

C. Background

In Clark County, only 250 publicly funded 24-hour shelter beds exist, with an additional 80 24-hour beds coming online this fall, and most of those are within the City of Vancouver. With the exception of the soon-to-be-opened Bertha Baugh Place shelter, all of those shelters are standard congregate shelters. According to the most recent official Unsheltered Point in Time Count, conducted in 2020, as well as observational data provided by law enforcement and community outreach workers, there are still more than 500 people living unsheltered on the streets in Vancouver.

The City recognizes that stability and permanent housing are the long-term solutions to homelessness, however we also recognize that rapid re-housing and permanent supportive housing will not meet all housing needs in the immediate short term.

In October of 2020, the County and City Councils approved a memorandum of agreement between the two jurisdictions that established Clark County as the lead agency on regional homeless response, with the City of Vancouver playing a significant supporting role. It also created the Joint Executive Group on Homelessness, which serves as a policy forum to identify possible gaps and opportunities for further coordination and investments to address homelessness and its impacts.

While the Joint Executive Group on Homelessness meets regularly to discuss and coordinate joint efforts to address homelessness systemically, the City of Vancouver also acknowledges that the community is experiencing significant negative impacts as a result of continued and increasing unsheltered homelessness.

The City of Vancouver has historically focused its efforts on aligning funding strategies and priorities with the rest of the local Homeless Crisis Response System by prioritizing affordable housing development, and homelessness prevention, diversion and supportive housing programs. Despite the resources the City has contributed to addressing homelessness collaboratively and systemically, largely focused on housing, we are seeing growing numbers of individuals living outdoors and in vehicles in the public ROW.

D. Scope of Work

The City is seeking the services of an organization to develop and implement a supportive campsite and a safe park program to be utilized as alternative shelter for individuals living unsheltered or in vehicles, RVs, campers/trailers in our community. The City anticipates having a minimum of three supportive campsites, with the first one opening in August and another two opening by December, and two safe park sites. One of the safe park sites that the City is currently operation is located at C-TRAN's Evergreen Transit Center and the other location for the safe park site is yet to be determined. Collectively the supportive campsite and safe park program are referred to as "The Sites" throughout this document.

The City reserves the right to award multiple contracts under this RFP if it is determined to be in the City's best interests.

The City does not guarantee minimum or maximum usage of this contract. If it is determined to be in the City's best interests, the City may use this contract, may perform the work in-house, or may instead select service providers through other mechanisms to perform the work.

The Sites will provide a safe location for people who are unsheltered by creating a temporary community. This is supported with human services, community engagements, and movement to stable housing in the City. The Sites are intended to operate as a temporary living environment and are not intended to provide a medium- or long-term living option for residents.

These supportive campsites will utilize tents with the potential phasing in of small structures in the future and the safe park sites will host vehicles, RVs, campers/trailers. Each Site will have a structure on-site for office/storage space, which the City will provide. The City anticipates having no more than 20 camps per supported campsite and 50 vehicles per safe park. However, some camps could be smaller, depending on the targeted population. For example, we may have fewer individuals in a female only camp, or a camp for families with kids. Also, because there could be couples in most camps, there could be up to 40 people in a camp.

The selected service provider will need to provide a minimum of two (2) staff on-site 24/7, and support services aimed at resident stability and future housing/employment retention at each of The Sites. The Service provider will also need coordinate with other community partners and the local homeless crisis response system.

The Provider will be responsible to do the following:

1. Manage the site and day-to-day operations of The Site(s);
2. Amending a base Code of Conduct with The Site residents to meet their needs while still meeting community expectations about the site;
3. Enforce a Code of Conduct and identify the process for removing those individuals not following the rules;
4. Register and track clients in the Homeless Management Information System;
5. Assist clients with housing navigation services as a pathway to permanent housing;
6. Provide strengths-based and trauma informed support and engagement to individuals in The Site community; and facilitate/coordinate connection to other community partners to provide supportive services on-site such as mental health counseling, substance use treatment, legal assistance, enrollment in benefits,, literacy training, medical, dental care etc.;
7. Manage snacks and develop and enforce policy on receiving food from outside people/agencies;

8. Provide an ambassador to monitor activity outside the perimeter of the facility to mitigate loitering around the site and help the City maintain its commitment as a Good Neighbor.
9. Maintain timely and accurate records which reflect service levels, participant characteristics, specific actions taken to assist participants, service outcomes, and expenditures

To ensure that the program is well coordinated, City staff will hold weekly joint meetings with the Provider with the goal of ensuring that the City and Provider remain on the same page as it relates to how the sites run and address any issues in a timely manner. The Provider will use this opportunity to bring up any challenges faced and make requests of the city for desired programmatic changes. The City will provide feedback to the Provider, make observations as to how the program is being run and make recommendations to the Provider.

The Provider shall have a grievance and complaint procedure. Both procedures should be in writing and be developed in compliance with federal law regarding discrimination. Such procedures should include timelines for response or action and shall be available to any individual requesting a copy. The grievance process should include informal and formal resolution of the problem, including a mediation/arbitration process, if needed. The City reserves the right to review and approve the Provider's grievance and complaint procedures.

The Provider shall meet all licensing requirements that apply to its organization. Agencies must license, report and pay revenue taxes for the Washington State Business License and City of Vancouver Business License, if they are required by the laws of those jurisdictions.

The City will be responsible for providing the following:

- 1) Site locations
- 2) On-site office/storage
- 3) Utilities—water, wastewater, storm water, and electricity;
- 4) Garbage and sanitation services
- 5) Portable restrooms and handwashing stations
- 6) Fencing, and
- 7) Other potential physical infrastructure needs

Performance Measures

The City of Vancouver wants to ensure that its investments make a real difference in the lives of the community and are aligned with practical, evidence-based outcomes. The following are the City's expectations of measures of success with these three overarching goals:

1. That staff and clients work together on the primary goal of acquiring permanent housing, to include all other services which help reduce and remove barriers to housing.
2. That the site is a safe, clean, and welcoming space
3. That the neighborhood impacts are mitigated

Result	Indicator	Strategy	Measure
Residents feel safe and welcome in the program	<ul style="list-style-type: none"> • Resident retention rate • Resident participation in The Site supports 	<ul style="list-style-type: none"> • Quality service delivery • Clean and welcoming facility • Cultural competence in service delivery • Provider/Resident collaboration in needed/wanted supports and services 	<ul style="list-style-type: none"> • # of participants with negative exit from site • # of discharges for breach of program rules • # of residents participating in Resident Council/Site meetings • # of residents accessing available services on-site or in community
Increased stability, health and wellness for residents	<ul style="list-style-type: none"> • Positive exits from the Sites • Fewer contacts with emergency services • Increased employment 	<ul style="list-style-type: none"> • Utilizing HART Street Treatment team • Partnering with community health workers • Providing employment opportunities in The Site, and partnering with other low-barrier employment opportunities 	<ul style="list-style-type: none"> • # of residents accessing healthcare • # of calls to emergency services • Conducting exit interviews and follow-up with residents exiting, when possible • # of residents with increased income and/or employment activities
Program participants acquire permanent housing	Average program stay before housing acquisition & exits to permanent housing	<ul style="list-style-type: none"> • Housing –focused program • Acquisition of benefits that reduce barriers to housing 	<ul style="list-style-type: none"> • # of exits to permanent housing • Length of time in program prior to housing acquisition

Result	Indicator	Strategy	Measure
Neighborhood crime and disorder are not increasing and community residents support program	<ul style="list-style-type: none"> • Calls for police services declines • Community members report feeling safe and support the site 	<ul style="list-style-type: none"> • Behavior modification strategies • Enforcement of rules and regulations • Collaborative problem solving with City • Provider and residents participate in neighborhood activities 	<ul style="list-style-type: none"> • # of calls to police in neighborhood • # of security incident reports generated within specified time period • Community perception of safety (qualitative)

Reporting

The Provider will be required to input client-level data, program services/activities, unduplicated numbers of individuals assisted, and program outcomes in the Homeless Management Information System (HMIS) and provide documentation on how the Operator is either currently using or has a plan for participating in the Clark County HMIS system.

- The Operator will provide a monthly report, to be received no later than the 5th of the month and which will include:
 - Total # of clients served (duplicated and unique)
 - # of services accessed by type
 - # of referrals to partner agencies, including kind of services referred to
 - # of successful outcomes to housing
 - # of clients barred or discharged from program
 - Average length of stay in program prior to housing acquisition
 - Demographics
 - # of male clients
 - # of female clients
 - # of transgender clients
 - # of couples living together
 - Racial breakdown
 - Breakdown by age
 - # of activities to promote health and wellness, and client stability
 - Qualitative summary which include:
 - A review of the month
 - Two stories of success
 - Two challenges

- Steps to be taken to address challenges

E. Approximate Timeline

RFP Issued:	July 23, 2021
Questions Due:	July 30, 2021
Final Addendum Issued:	August 4, 2021
PROPOSALS DUE:	August 11, 2021

F. Addendum

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

G. Information

Questions or Requests for Clarification must be sent to Anna Vogel, Procurement Manager, via email to anna.vogel@cityofvancouver.us and be received by **4:00 p.m. on July 30, 2021**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on August 4, 2021**.

H. General Information Form

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

SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION

**GENERAL INFORMATION FORM
RFP#34-21 SUPPORTIVE CAMPSITE AND SAFE PARK PROGRAMS**

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

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

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

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

A. Submittal Requirements & Procedure

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

- Proposers submitting through UPS, USPS, or FedEx are to provide: **1** signed, original copy of Proposal and; **1** electronic copy of Proposal - **USB thumb drive** (MS Word, MS Excel compatible or pdf files)
- Page size: **8.5" x 11"**
- Minimum font size: **12** point

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

RFP #34-21 SUPPORTIVE CAMPSITE AND SAFE PARK PROGRAMS

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, August 11, 2021.**

In person submittals will not be accepted for this project. Proposers may submit proposals online through the City of Vancouver’s Procurement Portal <https://vancouver.procureware.com>. Instructions on how to submit through the portal are available through the help function within the website.

Delivery Address:

(UPS or FedEx)
Procurement Services Manager
City of Vancouver
Customer Service Desk
1st floor lobby
415 W. 6th Street
Vancouver, WA 98660

Mailing Address:

(USPS does **NOT** deliver to City Hall)
Procurement Services Manager
City of Vancouver
PO Box 1995
Vancouver, WA 98668

- All proposals must be delivered **AND** received by Procurement Services by the time/date listed.
- Proposers shall allow enough time for delivery to occur. Official City time/date stamp shall be the sole means used to determine time/date of receipt/acceptance of Proposals.
- Proposals submitted by **EMAIL** or **FAX** will not be accepted.
- Deliveries requiring a signature may not be delivered in a timely manner as our receiving point is not staffed at all times and may not be available to sign at the time of delivery.
- USPS does **NOT** provide delivery services to City Hall.
- City PO Box mail is usually collected once each business day. Mail received after that time will not be collected until the next business day, and therefore possibly not received by the City by the due date and time.

- Proposals received after the listed date and time will not be accepted. The City of Vancouver is not responsible for delays in delivery.

B. Evaluation Process

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

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

C. Evaluation Criteria

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

In the event that a proposer has concerns with the attached terms and conditions, they must address those concerns within the submitted proposal. Requests to modify the T&Cs after the solicitation’s closing date and time will not be considered.

Each proposal shall include:

1. Required Forms

- a. Certification of Restrictions on Lobbying
- b. Noncollusion Affidavit
- c. Certification Regarding Ineligible Contractors

2. Program Design

- a. Describe your philosophical approach to working with individuals and households experiencing homelessness, including challenges with working with this population and strategies to maximize successful outcomes
- b. Provide your staffing plan, including client to staff ratio and rationale

- c. Provide a plan for managing the sites, including maintaining cleanliness of the site, community expectations and agreements for camp residents
- d. Describe all supports and services to be provided to camp residents, specifically those aimed at stability, health and wellness, and long-term housing and/or employment retention
- e. Provide a detailed plan of how you will manage day-to-day operations at each campsite. This should include management of the facility and site as well the perimeter surrounding the facility
- f. Provide a detailed plan outlining measures to ensure safety for clients with differing needs
- g. Describe how your program will manage, mitigate, and respond to any negative community impacts to neighbors of a supported campsite.
- h. Describe how your program will engage the surrounding neighborhood(s) as a good neighbor.

3. Capabilities & Qualifications:

- a. Detail the number of years that you have been operating, size of your agency, and experience with projects of a similar scope
- b. Provide an overview of the applicant's organization and experience working with individuals/households experiencing homelessness, including history of successful outcomes working with this population.
- c. Describe the experience of your staff including specific areas of expertise and the length of time doing this work, include resumes for relevant staff.
- d. If applicable, provide information about your experience working with government organizations
- e. Provide a list of trainings, or certifications required by your agency

4. Partnerships and Collaborations

- a. Describe how the agency will collaborate with other local agencies to ensure competent service delivery.
- b. Name the partners with which your agency intends to collaborate, the purpose for these collaborations, current relationship with this agency or how you intend to develop this relationship.
- c. Detail the intended client outcomes from working with the partner agencies
- d. Provide a plan for how you will ensure confidentiality when sharing pertinent client information with partners.

5. Budget

- a. Provide a detailed budget sheet that includes hourly rates and total cost for staffing, administration, client-support, outside contractors and others
- b. Provide a description of your financial management system
- c. Identify any additional funding sources you intend to leverage

D. Evaluation Scoring

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

1. Required Forms (Pass/Fail)
2. Program Design (**30** points maximum)
3. Capabilities & Qualifications (**25** points maximum)
4. Partnerships & Collaborations (**25** points maximum)
5. Budget (**20** points maximum)

The City will determine the best qualified proposers based on the evaluation criteria listed above using predetermined weights and the responsiveness to the proposal in the written presentation process. A subsequent round of interviews may be used to evaluate finalists.

The City reserves the right to conduct interviews of a short list of proposers. Should the city decide to conduct interviews, the interview sessions will be evaluated in a manner similar to the proposals. Topics covered in the interview session shall include the topics listed hereinbefore under the "Submittal Criteria" section plus any additional, relevant topics which may arise during both the formal presentation and the question and answer portions of the interview. Interviews may include a demonstration of the proposer's hardware and software solutions. If interviews are conducted and if your firm is selected for interview, you will obtain more information on the interview process.

Based on the results of the final scoring, the City may choose to do site visits of the Providers current shelter or campsite locations before making the final selection.

E. Award of Contract

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

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

The successful proposer will be required to enter into a written agreement with the City in which the proposer will undertake certain obligations. These obligations include, but are not limited to, the terms and conditions (T&Cs) listed on the attached Sample Professional Services Agreement (see Attachment "A") which are meant to be non-negotiable, but may be modified at the City's sole discretion. This RFP and the successful Proposer's response shall be incorporated in and become a part of the final contract.

In the event that a proposer has concerns with said terms and conditions, they must address those concerns within the submitted proposal. Requests to modify the T&Cs after the solicitation's closing date and time will not be considered. The City will consider all concerns but is not obligated to change any part of said T&Cs.

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

F. RFP General Terms and Conditions

Reimbursement

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

Cooperative Purchasing

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of

Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

Public Records and Proprietary Material

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

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

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

SECTION 3: REQUIRED FORMS

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____, hereby certify on behalf of
_____ that:

- 1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, USC. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 2021.

Authorized Official

Typewritten Name

Title of Authorized Official

NONCOLLUSION AFFIDAVIT

STATE OF _____)

ss.

COUNTY OF _____)

_____, being first fully sworn, on oath says that () he certifies that the bid above submitted is a genuine and not a sham or collusion bid, nor made in the interest or on behalf of any person not therein named; and () he further says that the said bidder has not directly or indirectly induced or solicited any bidder on the above work or supplies to put in a sham bid nor any other person or corporation to refrain from proposing; and that said bidder has not in any manner sought by collusion to secure to self advantage over any other bidder or bidders.

Authorized Official

Typewritten Name

Title of Authorized Official

Subscribed and sworn to before me this _____ day of _____, 2021.

_____.

Notary Signature

Notary Public in and for the State of _____, residing in _____.

CERTIFICATION REGARDING INELIGIBLE CONTRACTORS

_____, certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the bidder is unable to certify to any of the statements in this certification, such bidder shall attach an explanation to this bid.

The bidder certifies or affirms the truthfulness and accuracy of the contents of the statement submitted on or with this certification and understands that the provisions of 31 USC Section 3801, et seq., are applicable thereto.

Authorized Official

Typewritten Name

Title of Authorized Official

Date



**CITY OF VANCOUVER
SERVICES AGREEMENT**

No. _____

This Services Agreement (hereinafter referred to as the “Agreement”) is entered into by and between the City of Vancouver, Washington, a municipal corporation organized under the laws of the State of Washington, (hereinafter referred to as the "City") and **Contractor Name** (hereinafter referred to as the "Contractor"). The City and Contractor may be collectively referred to herein as the “parties” or individually as a “party”.

WHEREAS, the City desires to engage the Contractor to perform services as described in this Agreement; and

WHEREAS, the City advertised and issued a Request for Proposal, numbered 34-21 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

WHEREAS, the Contractor represents by entering into this Agreement that it is fully qualified to perform the services described herein in a competent and professional manner, and to the full satisfaction of the City.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

- 1. SCOPE OF WORK:** The Contractor agrees to provide the City all services and materials set forth below or *in the scope of work identified in Attachment "A", and as further described in the City’s solicitation, and the Contractor’s responsive proposal to the City’s solicitation, (collectively referred to herein as the “work”) which are each incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.*

Insert Scope of Work Here

All work must be authorized and approved by the City's Project Manager before any work can begin. The Contractor shall approach each project in a manner consistent with its usual customary business practices. The Contractor shall actively seek collaborative input from City staff.

- 2. COMPENSATION:** Payment to the Contractor for the work described in this Agreement shall not exceed \$ ###,###.## USD.

This payment shall be maximum compensation for the work and for all labor, materials, supplies, equipment and incidentals necessary to complete the work as set forth herein, and it shall not be exceeded without the City's prior written authorization in the form of a negotiated and executed amendment.

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

- 3. PAYMENT FOR CONTRACTOR SERVICES:** The Contractor shall submit monthly invoices to City covering both professional fees and project expenses, if any, for fees and expenses from the previous month. Payments to Contractor shall be net thirty (30) days.

The City reserves the right to correct any invoices paid in error. The Contractor shall be paid according to the rates set forth below: *in Attachment "B", incorporated herein by this reference, and made a part of this Agreement as if fully set forth herein.*

City and Contractor agree that any amount paid in error by City does not constitute a rate change in the amount of the contract. The City's contract/purchase order (PO) number given on the notice to proceed **must** be referenced on any invoice submitted for payment.

- 4. TERM OF AGREEMENT:** The term of this Agreement shall commence on **Month Day, Year** and continue until **Month Day, Year**. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.

5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
8. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
9. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.
10. **TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

In the event this Agreement is terminated prior to the completion of work, the Contractor will only be paid for the portion of the work completed at the time of termination of the Agreement.

11. TERMINATION FOR DEFAULT: If the Contractor defaults by failing to perform any of the obligations of the Agreement, including violating any law, regulation, rule or ordinance applicable to this Agreement, or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Agreement, and at the City's option, obtain performance of the work elsewhere.

If the Agreement is terminated for default, the Contractor shall not be entitled to receive any further payments under the Agreement until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the termination for public convenience paragraph herein.

12. OPPORTUNITY TO CURE: The City at its sole discretion may in lieu of a termination allow the Contractor to cure the defect(s), by providing a "Notice to Cure" to Contractor setting forth the remedies sought by City and the deadline to accomplish the remedies. If the Contractor fails to remedy to the City's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within the time stated time, the City shall have the right to terminate the Contract without any further obligation to the Contractor. Any such termination for default shall not in any way operate to preclude the City from also pursuing all available remedies against the Contractor and its sureties for said breach or default, including but not limited to termination of this Contract for convenience.

13. COMPLIANCE WITH THE LAW: The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.

14. CITY BUSINESS AND OCCUPATION LICENSE: The Contractor will be required to obtain a business license when contracting with the City unless allowable exemptions apply. The Contractor shall contact the State of Washington Business License Service (BLS) at: <http://bls.dor.wa.gov/file.aspx>, or by phone at 800-451-7985, or go to www.bls.dor.wa.gov/cities/vancouver.aspx or www.cityofvancouver.us/businesslicense, to

determine whether a business license is required pursuant to the Vancouver Municipal Code (VMC) Chapter 5.04.

15. LIABILITY AND HOLD HARMLESS: The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.

16. INSURANCE: The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

All liability insurance required herein shall be under a Comprehensive or Commercial General Liability and business policies.

COVERAGE	LIMITS OF LIABILITY
I. Commercial General Liability:	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000

II. Commercial Automobile Liability	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement. Combined Single Limit	\$1,000,000
III. Workers' Compensation (applicable to the State of Washington)	
Per Occurrence Employer's Liability Disease Each Employee Disease Policy Limit Each Claim Annual Aggregate	\$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000 \$1,000,000
IV. Umbrella Liability	
Each Claim Annual Aggregate	\$1,000,000 \$5,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.
- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an "occurrence" basis. This must be indicated on the Certificate.

Contractor shall provide evidence of all insurance required, at the City's request, by submitting an insurance certificate to the City on a standard "ACORD" or comparable form.

All policies shall be issued by an insurance company licensed to do business in the State of Washington. The City of Vancouver may inspect all policies and copies shall be provided to the City upon request.

17. NOTICES: All notices which are given or required to be given pursuant to this Agreement shall be hand delivered, mailed postage paid, or sent by electronic mail as follows:

For the City:

Anna Vogel

City of Vancouver

415 W 6th Street

P O Box 1995

Vancouver WA 98668-1995

Email: anna.vogel@cityofvancouver.us

For the Contractor:

Contractor Contact Name

Company Name

Company Address

City State Zip

Email: **email address**

Either party may change the designated contact or any information listed above by giving advance notice in writing to the other party.

18. AMENDMENTS: All changes to this Agreement, including changes to the scope of work and compensation sections, must be made by written amendment and signed by all parties to this Agreement.

19. SCOPE OF AGREEMENT: This Agreement incorporates all the agreements, covenants and understanding between the parties hereto and are merged into this written Agreement. No prior agreement or prior understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless set forth in this Agreement.

20. RATIFICATION: Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.

21. GOVERNING LAW/VENUE: This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.

22. COOPERATIVE PURCHASING: The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may

purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

23. PUBLIC DISCLOSURE COMPLIANCE: The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.

24. DEBARMENT: The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.

25. CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT: Supplier must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

26. BYRD ANTI-LOBBYING AMENDMENT: Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Suppliers that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

27. PROCUREMENT OF RECOVERED MATERIALS: Supplier must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of

the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

28. WARRANTIES: All products shall be warranted against defects or faulty workmanship and materials by the Supplier for one (1) year following inspection and acceptance of the products by the City. Warranty shall include all costs incurred, including shipping, for repair or replacement except that which is damaged by misuse or abuse. This one-(1) year warranty shall in no way affect normal extended or manufacturer's warranty exceeding this one (1) year period. Supplier warrants that all goods and services furnished under this Contract are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, comply with all applicable safety and health standards established for such products, all goods are properly packaged, and all appropriate instructions or warnings are supplied. If a defect is found, a component failure occurs, or workmanship is found to cause failure, the Vendor shall replace the product at their own expense, including shipping charges. Any replacement product will be warranted for one (1) year from the date it is delivered. All implied and expressed warranty provisions of the Uniform Commercial Code are incorporated into this Contract.

29. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY: During the term of this Contract, the Supplier agrees as follows: The Supplier will not discriminate against any employee or applicant for employment because of creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The Supplier will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The undersigned, as the authorized representatives of the City and Contractor respectively, agree to all of the terms and conditions contained in this Agreement, as of the dates set forth below.

CITY OF VANCOUVER

A municipal corporation

CONTRACTOR:

Company Name

Eric Holmes, City Manager

Signature

Date

Printed Name /Title

Attest:

Date

Natasha Ramras, City Clerk

Approved as to form:

Jonathan Young, City Attorney