



Request for Proposals (RFP)

Request for Proposals for

MICROFILM DIGITIZATION ELECTRONIC IMAGING SERVICES

The City of Olympia is requesting proposals for the conversion of historic microfilm records into digital images that are indexed, storable and retrievable in an electronic format.

The deadline for this RFP is November 9, 2017, 5:00 p.m. Pacific Standard Time. No faxed, telephone or electronic proposals will be accepted. Mail-in proposals must be post marked no later than November 1, 2017. See Section B, Proposal Requirements.

The RFP document can be viewed on Builders Exchange of Washington's website under City of Olympia – Goods and Services Category at <http://www.bxwa.com/index.html> after October 11, 2017.

DESCRIPTION OF WORK

The City is requesting proposals for the digitization of microfilm records to digital images for the purpose importing them into the City's Community Planning and Development software system for public access. This project provides for the conversion of 16mm and 35mm microfilm rolls to digital images in a PDF/A format, indexed and provided on CDs.

BACKGROUND

The Community Planning and Development Department of the City of Olympia (the City) preserves the official archive of various documents related to land records in the City, including building, engineering and planning project, permit and inspection records and plans. These documents have permanent historical retention value and previously, microfilm was the only approved permanent retention method for these documents. In 2017, with the implementation of a new enterprise software solution for development review, the City made the decision to no longer use microfilm for permanent retention of these records, opting for an electronic format instead. The City now wishes to increase customer service and reduce staff time fulfilling public disclosure requests by converting the microfilm rolls to digital images and making them available to the public through our existing public-facing development review system portal.

SECTION A – SCOPE OF WORK

Project Description

The proposed work is to convert all of the City's 16mm and 35mm rolls of microfilm into digital images and create an index of all imaged documents that will be stored and retrieved through the City's SmartGov development review system. The integration of digital images into SmartGov will be a separate project and not included in this Request for Proposals.

The City currently has an inventory of:

1. 609 rolls of 16mm microfilm, containing approximately 1,522,500 estimated images. In addition, each roll is estimated to have an average of 550 records to index for a total of 334,950 records.
2. 214 rolls of 35mm microfilm containing approximately 107,000 estimated images. Each roll has approximately 40 records to index for a total of 8,560 records.

Microfilm for conversion is located at Olympia City Hall, 601 4th Avenue E, Olympia, WA 98501. Contractor must pick up and deliver film and associated products to this location.

The following work tasks are assumed necessary by the City to complete a successful record conversion. Proposers may suggest a modified process as part of their proposal. Tasks may include but are not limited to:

1. As needed, round trip pick-up of all microfilm for imaging and delivery of all finished products. Pick up and deliver original microfilm and imaged documents (media) upon completion.
2. Initial and final document preparation.
3. Convert all 16mm and 35mm microfilm rolls into digital images in a PDF/A format, black and white with a minimum 300 dpi resolution.
4. Add scale to all 35mm scanned images as needed.
5. Add a disclaimer as the cover page for poor original quality documents.
6. Quality control and assurance: Perform the required services according to project scope and specifications and to a level of quality and satisfaction acceptable to the City. Correct all unsatisfactory work products at Contractor's expense, within agreed and specified time frame. Materials, equipment, components or workmanship that does not conform to requirements may be rejected by the City and must be replaced by the Contractor without delay. Payment of an invoice will not waive the City's right to request corrections.
7. Media creation. The City would like all output media to be in PDF format with the files containing specific metadata elements that we can use to properly index into other systems.
8. Emergency requests for documents while being processed: The requested documents will be scanned and emailed, transferred with a fire transfer protocol (FTP), faxed or otherwise

delivered to the City in a manner deemed suitable and reasonably by the City within two business days of request.

9. Complete the quality control of any converted microfilm by the end of the contract period.

Contractor Requirements

1. Must have successfully completed at least two other projects of this size that will be confirmed by contacting the references provided.
2. Provide a timeline describing your recommendations for the number of rolls to be picked up and amount of times that the rolls will be in your possession. This should include the description of your proven log and receipt system, storage plan, and description of coverage for loss while film is in your possession.
3. Review all film and report any brittleness, uneven density, splices, illegible or lost images or any other concerns regarding the condition of the film and its fitness for conversion.
4. Provide a sample project plan describing the process you use for conversion. Include your quality control methodology.
5. Provide a list of industry standards and best practices applicable to digital conversion and your compliance with them.

Conversion Requirements (Minimum)

Provide a cost estimate for the following. You may submit the pricing in a bundle and/or by line item, however the City reserves the option to ask for line item details should you choose not to submit them initially.

1. Pick-up and delivery of film and converted digital images on CDs.
2. Film preparation.
3. Scan to digital media in a multi-page, PDF/A format with minimum 300 dpi.
4. QC images.
5. Clean-up images.
6. Rescan poor quality images.
7. Repair digital images that may be illegible due to the poor quality of the original microfilm.
8. QC repaired images.
9. Save files using the City's naming convention that includes the Permit Number in the file name.

Indexing Technical Requirements (Minimum)

1. Index must be in a flat file text format.
2. Index all images with the following minimum information including (Metadata):
 - a. Permit Number
 - b. Project Type (Hard coded to “Historical Record”)
 - c. Parcel Number (Primary Index value)
 - d. Address
 - e. Submit Date
 - f. Note: The City has an existing index which may be used instead of creating a new one; an index for each microfilm roll can be provided to vendor in Excel format.

SECTION B – PROPOSAL REQUIREMENTS

Responses to the RFP must address all requirements listed in the RFP, in the format outlined below:

1. COVER LETTER

- a. The packet shall be addressed to:

Karen Kenneson, Associate Director, Community Planning and Development
Department
City of Olympia
601 4th Avenue E
Olympia, WA 98501

- b. And, in addition to the other requirements of the RFP, shall contain the following:
 - i. A letter of interest signed by the firm principal with a statement of availability to complete the work.
 - ii. Name, title, address, and telephone of contact person.
 - iii. Signature of a person authorized to bind Respondent to the terms of this proposal.

2. CONTENTS

Proposals should be submitted on company letterhead addressing all information required in this RFP. Three (3) hard copies of the following parts of the proposal shall be submitted.

a. QUALIFICATIONS, RELATED EXPERIENCE AND REFERENCES

At a minimum, contain the following:

- i. General information about the company’s experience, capabilities and geographic service area;

- ii. Experience in performing work of a similar nature;
- iii. Demonstrated competence in the goods or services to be provided;
- iv. Expected timeframe to complete the scope of work, and
- v. Include three (3) references with the following information: the name of the current and previous clients with similar projects, and the name, address and telephone number of the contact person for each client.

b. RESPONSES TO SECTION A, Scope of Work

Describe how you would meet all the minimum requirements in this section.

c. FEE PROPOSAL

The City reserves the right to accept other than the lowest priced offer and to reject any proposals that are not responsive to this request.

Please provide a fee proposal which includes the following:

- i. Itemized cost and total fee for the project identified in the Scope of Work with a not-to-exceed figure; and
- ii. Hourly rates for all team members. Hourly rates and itemized costs may be used to negotiate changes in the Scope of Work, if necessary.

d. EQUAL BENEFITS COMPLIANCE DECLARATION FORM

Include confirmation that the proposal will comply with the City of Olympia Equal Benefits ordinance. (See *Statement of Compliance with Non-Discrimination Requirement* and *Equal Benefits Compliance Declaration Review Form for contracts over \$50,000* attached as Exhibits A and B to this RFP).

SECTION C – EVALUATION AND SELECTION CRITERIA

This section describes the guidelines used for analyzing and evaluating the proposals. It is the City's intent to select a Proposer for contract negotiations that will provide the best overall service package to the City. Proposer selected for contract negotiations are not guaranteed a contract. This RFP does not in any way limit the City's right to solicit contracts for similar or identical services if, in the City's sole and absolute discretion, it determines the proposals are inadequate to satisfy its needs.

Evaluation Team

City representatives will serve as the Evaluation Team responsible for evaluating proposals. Specifically, the team will be responsible for the evaluation and rating of the proposals, for conducting reference checks, and for interviews, if desired by the City.

Minimum Qualifications

The minimum qualifications are used by the City to determine whether the Proposer and the proposed staff identified to complete all tasks specified in the Scope of Work have had experience on projects comparable to the services the City is requesting. Any proposal that does not demonstrate that the Proposer meets these minimum qualifications below by the proposal deadline will be considered non-responsive and will not be evaluated or eligible for award of any subsequent contract resulting from this process.

1. **Completeness of Proposal:** Proposer completes the requirements and submits the items detailed in **SECTION B – PROPOSAL REQUIREMENTS**.
2. **Status:** Proposer must be a valid existing legal entity, fit to do business and in good standing in the State of Washington without being barred in the last five years from doing business with the City or any other municipalities. In addition, each Proposer must have all necessary licenses, permits, approvals and authorizations necessary in order to perform the work and conduct the Proposer's business.
3. **Experience:** To be considered qualified, firms submitting proposals must have three (3) or more continuous years in business performing digitization. The number and magnitude of prior completed projects and experience should meet the quality, standards and specifications set forth by the City.

Any proposal that does not demonstrate that the Proposer meets these minimum requirements by the deadline for submittal of proposals will be considered non-responsive and will not be eligible for award of the contract.

4. **Staffing:** The proposal clearly demonstrates that the program manager and/or technical lead proposed to be assigned to the City's project had a similar individual role in a minimum of three (3) or more continuous years in performing digitization.

Evaluation Criteria

Phase I: Proposal (100 points possible)

Proposals will be evaluated in accordance with the information provided by the Proposer and the criteria below:

1. Responsiveness to the RFP – 10 points

- a. Compliance with the RFP submission and requirements;
- b. Completeness and clarity of the firm’s proposal; and
- c. Proposal is professionally presented and contains organized content and format.

2. Experience of Firm and Assigned Project Staff – 30 points

- a. Expertise of the firm in the fields necessary to complete the tasks;
- b. Quality of recently completed projects, including adherence to schedules, deadlines and budgets;
- c. Experience with similar projects; and
- d. Recent experience, professional qualifications and education of the project manager assigned to the project.

3. Project Approach – 35 points

- a. Understanding of the project and the tasks to be performed;
- b. Reasonableness of work schedule and approach to keeping the project on schedule;
- c. Innovation and application of industry best practices; and
- d. Quality control.

4. Project Cost – 25 points

The proposal with the lowest fee will receive the total number of points available for the project cost. The other proposals will be scored by dividing the amount of the lowest fee by the fee proposal being scored and multiplying the result by the total number of points assigned to project cost.

For example:

Proposal	Bid Amount	Points
1	\$25,000	25
2	\$30,000	20.8 (\$25,000/\$30,000*25)
3	\$35,000	17.9 (\$25,000/\$35,000*25)

Phase II: Oral Interview (40 points possible) and Work Sample (60 points possible)

Proposers that scored 70 or more points on the written evaluation, up to the top three (3), will be invited to an oral interview (in person or by phone). The interview will consist of standard questions asked of each Proposer.

Proposers invited to an oral interview will be asked to provide a work sample in accordance with required standards and specifications based on records provided by the City. The work sample must be provided to the City in a form to be specified by the City.

Scoring and Selection Criteria

The numerical scoring will reset at each phase. All Proposers that are deemed responsive will advance to Phase I – Proposal. The selection panel will be comprised of individuals who are knowledgeable on the subject matter.

Phase I: Evaluation of Written Proposals

All proposals will be evaluated and assessed based on the defined evaluation criteria above. Each evaluation criteria has been assigned a numerical value which will be awarded to proposals, based on the degree of responsiveness to the RFP and how adequately the proposal attempts to address the needed services defined in the scope. Three firms with the highest scored proposals, that cross the 70 point threshold, will be chosen to advance to Phase II of the selection process.

Phase II: Oral Interview and Work Sample

The three top-ranked firms will be asked to participate in an oral interview, in which each firm will be asked standard questions. The work sample will be evaluated and assessed based on the degree of quality and how adequately the firm follows the City's instructions and specifications.

The selection panel will recommend the award of subsequent contract to the firm with the highest combined score in Phase II as described above. Staff may conduct further reference checks to confirm concurrence with the recommendation. A notice of intent to award the contract to the recommended firm will be issued thereafter. The City may then enter into contract negotiations with the identified preferred Respondent. Once contract terms are acceptable to the City, the City may award the contract to the Respondent.

SECTION D – TERMS AND CONDITIONS

1. It is the sole responsibility of the Respondent to assure that they have received the entire RFP.
2. It shall be the responsibility of each Respondent to call to the attention of the City any apparent discrepancy in the RFP or any question or interpretation thereof. Failure to do so constitutes acceptance as written. All questions to this RFP must be received by October 16th, 2017, 5:00 p.m. Pacific Standard Time.
3. The proposal, as presented, shall remain valid for a period of ninety (90) days from proposal due date.
4. The City reserves the right to request clarification of information submitted, and to request additional information from any Respondent.
5. The City reserves the right to “revise” or “amend” the RFP prior to the proposal due date by “written addenda”.
6. The City reserves the right to reject any and all proposals.
7. The successful Respondent will be required to sign the City’s contract form (***example attached as Exhibit C***); the City will not sign any company’s service agreement, contract or any other form of agreement. The City does reserve the right to extract certain language from a company’s agreement and incorporate it into a City contract if mutually agreeable to both parties.
8. All proposals submitted to the City of Olympia become the property of the City and are public record and subject to disclosure.
9. The successful Respondent must comply with all applicable laws, including all labor and any applicable public works laws.
10. The City shall not be responsible for any costs incurred by the firm in preparing, submitting or presenting its response to the RFP.
11. Washington State Law and Venue: Any resulting contracts, (if any) shall be construed under the laws of the State of Washington. All claims, actions, proceedings, and lawsuits brought in connection with, arising out of, related to, or seeking enforcement of resulting contracts shall be brought in Thurston County, Washington.
12. In addition, all Respondents shall possess a license to do business in the City of Olympia prior to executing a contract with the City.

QUESTIONS REGARDING THIS RFP:

Questions related to this RFP shall be submitted in writing to Karen Kenneson, Associate Director, Community Planning and Development Department, at kkenneso@ci.olympia.wa.us. Questions via telephone will not be accepted. All questions to this RFP must be received by October 16, 2017, 5:00 p.m. Pacific Standard Time. Questions received after this date may not be answered. If necessary, all submitted questions will be addressed via addendum.

END OF RFP

Exhibit "A"
STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, if applicable.

_____ affirms compliance with the City of Olympia's non-discrimination ordinance and contract provisions. **Please check all that apply:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

- If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above or to comply with the City of Olympia's non-discrimination ordinance constitutes a breach of contract

By signing this statement, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

(Signature)

(Date)

Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.	
_____ (Sole Proprietor Signature)	_____ (Date)

Exhibit B
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more are required to comply with Olympia's Equal Benefits Ordinance, Olympia Municipal Code 3.18, and must complete this Equal Benefits Compliance Declaration. Please note: No City contract can be executed until the contractor has completed this Declaration and submitted it to the City.

Contractor Information

Name of Contractor: _____ Contact Person: _____
Phone Number: _____ Fax: _____ Email: _____
Approximate Number of Employees in the U.S.: _____ Project #: _____

I, _____
(Name)
on behalf of _____,
(Contractor Name)

declare that said Contractor complies with City of Olympia Municipal Code 3.18 and does not unlawfully discriminate in providing benefits to Contractor's employees.

I declare under penalty of perjury under the laws of the State of Washington that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Executed this _____ day of _____, 20____, at _____,
(City)

(State)

Signature

Name (please print)

Title

Contractor Tax Identification Number

Date

**PROFESSIONAL SERVICES AGREEMENT
FOR
_____ SERVICES**

This Professional Services Agreement ("Agreement") is effective as of the date of the last authorizing signature affixed hereto. The parties ("Parties") to this Agreement are the City of Olympia, a Washington municipal corporation ("City"), and _____, a ***(insert state of incorporation; e.g. Washington, California, Georgia, etc.)*** corporation ("Contractor"). ***(If Contractor is not a corporation, replace with type of entity, if known, i.e., limited liability company, sole proprietorship.)***

A. The City seeks the temporary professional services of a skilled independent contractor capable of working without direct supervision, in the capacity of _____; and

B. The Contractor has the requisite skill and experience necessary to provide such services.

NOW, THEREFORE, the Parties agree as follows:

1. Services.

(Alternative Provision:) Contractor shall provide the following services:

_____ ("Services"), in a manner consistent with the accepted practices 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.

(Alternative Provision:) Contractor shall provide the services more specifically described in Exhibit "A," ***(Staff: please attach exhibit and mark "Exhibit "A")*** attached hereto and incorporated by this reference ("Services"), in a manner consistent with the accepted practices for other similar services, and when and as specified by the City's representative.

2. Term.

The term of this Agreement shall commence upon the effective date of this Agreement and shall continue until the completion of the Services, but in any event no later than _____ ("Term"). This Agreement may be extended for additional periods of time upon the mutual written agreement of the City and the Contractor.

3. Termination.

Prior to the expiration of the Term, this Agreement may be terminated immediately, with or without cause by the City.

4. Compensation.

(Alternative Provision:)

A. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed STAFF: Write amount, i.e. Twenty-Five Thousand, Four Hundred Fifty and No/100 Dollars (\$_____) (**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax equal to _____ (\$_____)**) for a total amount not to exceed add comp & sales tax for total.

(Alternative Provision: use if there are expenses)

A. Total Compensation. In consideration of the Contractor performing the Services, the City agrees to pay the Contractor an amount not to exceed _____ and ___/100 Dollars (\$_____) calculated as follows:

(i) Contractor's Fee. An amount not to exceed the sum of _____ and ___/100 Dollars (\$_____), (**Optional phrase: calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel attached hereto as Exhibit "B";**) (**Optional sales tax clause: and Washington State sales tax not to exceed _____ and ___/100 Dollars (\$_____)**); and

(Optional Section ii:)

(ii) Reimbursable Expenses. The actual customary and incidental expenses incurred by Contractor in performing the Services including _____ and other reasonable costs; provided, however, that such costs shall be deemed reasonable in the City's sole discretion and shall not exceed _____ and ___/100 Dollars (\$_____).

B. Method of Payment. Payment by the City for the Services will only be made after the Services have been performed, a voucher or invoice is submitted in the form specified by the City, (**Optional phrase: which invoice shall specifically describe the Services performed, the name of Contractor's personnel performing such Services, the hourly labor charge rate for such personnel,**) and the same is approved by the appropriate City representative. Payment shall be made on a monthly basis, thirty (30) days after receipt of such voucher or invoice.

C. 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.

5. Compliance with Laws.

Contractor shall comply with and perform the Services in accordance with all applicable federal, state, and City laws including, without limitation, all City codes, ordinances, resolutions, standards and policies, as now existing or hereafter adopted or amended.

6. Assurances.

The Contractor affirms 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 Olympia by obtaining a City of Olympia business registration.

7. Independent Contractor/Conflict of Interest.

It is the intention and understanding of the Parties that the Contractor is an independent contractor and that the City shall be neither liable nor obligated to pay Contractor 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 due. Industrial or any other insurance that is purchased for the benefit of the City, regardless of whether such may provide a secondary or incidental benefit to the Contractor, shall not be deemed to convert this Agreement to an employment contract. It is recognized that Contractor may be performing professional services during the Term for other parties; 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.

8. Equal Opportunity Employer.

A. 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 unlawful discrimination by Contractor or by Contractor's employees, agents, subcontractors or representatives against any person based on any legally protected class status including but not limited to: sex, age (except minimum age and retirement provisions), race, color, religion, creed, national origin, marital status, veteran status, sexual orientation, gender identity, genetic information or the presence of any disability, including sensory, mental or physical handicaps; provided, however, that the prohibition against discrimination in employment because of disability shall not apply if the particular disability prevents the performance of the essential functions required of the position.

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. Contractor shall 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.

B. In the event of Contractor's noncompliance or refusal to comply with the above nondiscrimination plan, this Contract may be rescinded, canceled, or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the City. The Contractor, shall, however, be given a reasonable time in which to correct this noncompliance.

C. To assist the City in determining compliance with the foregoing nondiscrimination requirements, Contractor must complete and return the *Statement of Compliance with Non-Discrimination* attached as Exhibit B (**or Ex. C if there is already an Ex. B per Section 4.A**). If the contract amount is \$50,000 or more, the Contractor shall execute the attached Equal Benefits Declaration - Exhibit C (**or Ex. D if there is already an Ex. C per this section**).

9. Confidentiality.

Contractor agrees not to disclose any information and/or documentation obtained by Contractor in performance of this Agreement that has been expressly declared confidential by the City. Breach of confidentiality by the Contractor will be grounds for immediate termination.

10. Indemnification/Insurance.

A. Indemnification / Hold Harmless. Contractor shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from the acts, errors or omissions of the Contractor in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

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 this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

B. Insurance. 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 the work hereunder by the Contractor, its agents, representatives, or employees.

C. No Limitation. 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.

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

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be at least as broad as ISO occurrence form (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

2. Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors, stop gap liability, 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.

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

4. Professional Liability insurance appropriate to the Contractor's profession.

E. Minimum Amounts of Insurance. Contractor shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.

3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.

F. Other Insurance Provisions. 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 the City. Any Insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

G. Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

H. Verification of Coverage. 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.

I. Notice of Cancellation. The Contractor shall provide the City with written notice of any policy cancellation, within two (2) business days of their receipt of such notice.

J. 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 (5) 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 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.

K. City's Full Access to 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 any certificate of insurance furnished to the City evidences limits of liability lower than those maintained by the Contractor.

11. Work Product.

Any deliverables identified in the Scope of Work or otherwise identified in writing by the City that are produced by Contractor in performing the Services under this Agreement and which are delivered to the City shall belong to the City. Any such work product shall be delivered to the City by Contractor at the termination or cancellation date of this Agreement, or as soon thereafter as possible. All other documents are owned by the Contractor.

12. Treatment of Assets.

A. Title to all property furnished by the City shall remain in the name of the City.

B. Title to all nonexpendable personal property and all real property purchased by the Contractor, the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this Contract, shall pass to and vest in the City, or if appropriate, the state or federal department supplying funds therefor, upon delivery of such property by the vendor. If the Contractor elects to capitalize and depreciate such nonexpendable personal property in lieu of claiming the acquisition cost as a direct item of cost, title to such property shall remain with the Contractor. An election to capitalize and depreciate or claim acquisition cost as a direct item of cost shall be irrevocable.

C. Nonexpendable personal property purchased by the Contractor under the terms of this Contract in which title is vested in the City shall not be rented, loaned or otherwise passed to any person, partnership, corporation/association or organization without the prior expressed written approval of the City or its authorized representative, and such property shall, unless otherwise provided herein or approved by the City or its authorized representative, be used only for the performance of this Contract.

D. As a condition precedent to reimbursement for the purchase of nonexpendable personal property, title to which shall vest in the City, the Contractor agrees to execute such security agreements and other documents as shall be necessary for the City to perfect its interest in such property in accordance with the "Uniform Commercial Code--Secured Transactions" as codified in Article 9 of Title 62A, the Revised Code of Washington.

E. The Contractor shall be responsible for any loss or damage to the property of the City including expenses entered thereunto which results from negligence, willful misconduct, or lack of good faith on the part of the Contractor, or which results from the failure on the part of the Contractor to maintain and administer in accordance with sound management practices that property, to ensure that the property will be returned to the City in like condition to that in which it was furnished or purchased, fair wear and tear excepted.

F. Upon the happening of loss or destruction of, or damage to, any City property, the Contractor shall notify the City or its authorized representative and shall take all reasonable steps to protect that property from further damage.

G. The Contractor shall surrender to the City all property of the City within thirty (30) days after rescission, termination or completion of this Contract unless otherwise mutually agreed upon by the parties.

13. Books and Records.

The Contractor agrees to maintain books, records, and documents which sufficiently and properly reflect all direct and indirect costs 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.

Records owned, used, or retained by the City that meet the definition of a “public record” pursuant to RCW 42.56.010 are subject to disclosure under Washington’s Public Records Act. Should the Contractor fail to provide records created or used by Contractor in its work for the City within ten (10) days of the City’s request for such records, Contractor shall indemnify, defend, and hold the City harmless for any public records judgment, including costs and attorney’s fees, against the City involving such withheld records.

14. 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 continue the Agreement after the end of the current fiscal period, and this Agreement will automatically 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.

15. General Provisions.

A. 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.

B. Modification. No provision of this Agreement, including this provision, may be amended or modified except by written agreement signed by the Parties.

C. Full Force and Effect; Severability. Any provision of this Agreement that is declared invalid or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in full force and effect. Further, if it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, the provision appears to conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provision.

D. Assignment. Neither the Contractor nor the City shall have the right to 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.

1. If the Contractor desires to assign this Contract or subcontract any of its work hereunder, the Contractor shall submit a written request to the City for approval not less than fifteen (15) days prior to the commencement date of any proposed assignment or subcontract.

2. Any work or services assigned or subcontracted for hereunder shall be subject to each provision of this Contract.

3. Any technical/professional service subcontract not listed in this Contract, which is to be charged to the Contract, must have prior written approval by the City.

4. The City reserves the right to inspect any assignment or subcontract document.

E. 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 successors in interest, heirs and assigns.

F. Attorney Fees. In the event either of the Parties defaults on the performance of any term of this Agreement or either Party places the enforcement of this Agreement in the hands of an attorney, or files a lawsuit, the prevailing party shall be entitled to its reasonable attorneys' fees, costs and expenses to be paid by the other Party.

G. 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.

H. Governing Law. This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Washington.

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

J. 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 to the addressee of the notice 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.

K. Captions. The respective captions of the Sections of this Agreement are inserted for convenience of reference only and shall not be deemed to modify or otherwise affect any of the provisions of this Agreement.

L. Performance. Time is of the essence in performance of this Agreement and each and all of its provisions in which performance is a factor. Adherence to completion dates set forth in the description of the Services is essential to the Contractor's performance of this Agreement.

M. 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, in equity or by statute.

N. Counterparts. This Agreement may be executed in any number of counterparts, which counterparts shall collectively constitute the entire Agreement.

O. Equal Opportunity to Draft. The parties have participated and had an equal opportunity to participate in the drafting of this Agreement, and the Exhibits, if any, attached. No ambiguity shall be construed against any party upon a claim that that party drafted the ambiguous language.

P. Venue. All lawsuits or other legal actions whatsoever with regard to this agreement shall be brought in Thurston County, Washington, Superior Court.

Q. Ratification. Any work performed prior to the effective date that falls within the scope of this Agreement and is consistent with its terms is hereby ratified and confirmed.

R. Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

1. By signing the agreement below, the Contractor certifies to the best of its knowledge and belief, that it and its principles:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission or fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph 1.b. of this certification; and

d. Have not within a three (3) year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.

2. Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this proposal.

S. Early Retirement from the State of Washington- Certification. By signing this form, you certify that no one being directly compensated for their services pursuant to this Agreement has retired from the Washington State Retirement System using the 2008 Early Retirement Factors with restrictions on returning to work.

CITY OF OLYMPIA

By: _____

[Enter name and title of Department Director or authorized Line of Business Director]

P.O. Box 1967

Olympia WA 98507-1967

Date of Signature: _____

APPROVED AS TO FORM:

City Attorney

I certify that I am authorized to execute this contract on behalf of the Contractor.

[Enter Name of Contractor's Company]

By: _____
(Signature)

(Print Name of Person Signing)

(Title of Person Signing)

(Address)

(Phone)

Date of Signature: _____

Exhibit "B"
STATEMENT OF COMPLIANCE WITH NON-DISCRIMINATION REQUIREMENT

The Olympia City Council has made compliance with the City's *Non-Discrimination in Delivery of City Services or Resources* ordinance (OMC 1.24) a high priority, whether services are provided by City employees or through contract with other entities. It is important that all contract agencies or vendors and their employees understand and carry out the City's non-discrimination policy. Accordingly, each City contract for services contains language that requires an agency or vendor to agree that it shall not unlawfully discriminate against an employee or client based on any legally protected status, which includes but is not limited to: race, creed, religion, color, national origin, age, sex, marital status, veteran status, sexual orientation, gender identity, genetic information, or the presence of any disability. Indicate below the methods you will employ to ensure that this policy is communicated to your employees, if applicable.

_____ affirms compliance with the City of Olympia's non-discrimination ordinance and contract provisions. **Please check all that apply:**

- Non-discrimination provisions are posted on printed material with broad distribution (newsletters, brochures, etc.).
What type, and how often? _____
- Non-discrimination provisions are posted on applications for service.
- Non-discrimination provisions are posted on the agency's web site.
- Non-discrimination provisions are included in human resource materials provided to job applicants and new employees.
- Non-discrimination provisions are shared during meetings.
What type of meeting, and how often? _____
- If, in addition to two of the above methods, you use other methods of providing notice of non-discrimination, please list:

If the above are not applicable to the contract agency or vendor, please check here and sign below to verify that you will comply with the City of Olympia's non-discrimination ordinance.

Failure to implement the measures specified above or to comply with the City of Olympia's non-discrimination ordinance constitutes a breach of contract

By signing this statement, I acknowledge compliance with the City of Olympia's non-discrimination ordinance.

(Signature)

(Date)

Print Name of Person Signing

Alternative Section for Sole Proprietor: I am a sole proprietor and have reviewed the statement above. I agree not to discriminate against any client, or any future employees, based on any legally protected status.

(Sole Proprietor Signature)

(Date)

Exhibit "C"
EQUAL BENEFITS COMPLIANCE DECLARATION

Contractors on City contracts estimated to cost \$50,000 or more shall comply with the City of Olympia Municipal Code, Chapter 3.18. This provision requires that if contractors provide benefits, they do so without discrimination based on age, sex, race, creed, color, sexual orientation, national origin, or the presence of any physical, mental or sensory disability, or because of any other status protected from discrimination by law. Contractors must have policies in place prohibiting such discrimination, prior to contracting with the City.

I declare that the Contractor listed below complies with the City of Olympia Equal Benefits Ordinance, that the information provided on this form is true and correct, and that I am legally authorized to bind the Contractor.

Contractor Name

Signature

Name (please print)

Date

Title