

City of Renton, Washington

Request for proposal

Information Technology Strategic Plan



www.RentonWA.gov

Issue Date: November 06, 2015

Due Date: December 01, 2015

**Request for proposal
Information Technology Strategic Plan Development**

The City of Renton is requesting proposals from qualified technology consulting firms to assist with the development of an information technology strategic plan. Firms may express interest and request consideration for said project by filing with the City Clerk’s office.

Address submittals to:
Renton City Clerk’s Office
Renton City Hall – 7th Floor
1055 S Grady Way
Renton, WA 98057-3232
ATTN: Mehdi Sadri
RE: IT Strategic Planning

<u>RFP Published</u>	<u>11/06/2015</u>
<u>Questions due</u>	<u>11/16/2015 – 4:00 PM</u>
<u>Responses posted</u>	<u>11/19/2015 – 4:00 PM</u>
<u>Proposals due no later than</u>	<u>12/01/2015 – 4:00 PM</u>
<u>Evaluation and Finalist Selection</u>	<u>12/23/2016</u>

Submit your questions regarding the RFP to RFPITSP@rentonwa.gov. Responses will be posted on city of Renton website at <http://rentonwa.gov/rfpitsp>. It is the responsibility of any proposer to review the City’s website for any RFP revisions or answer to questions prior to submitting a proposal.

The City of Renton reserves the right to reject any and all proposals in part or in full for any reason. The City also reserves the right to change, cancel, or re-issue this RFP at any time. This RFP does not obligate the City of Renton to pay any costs incurred by the respondents in the preparation and submission of a proposal nor does it obligate the City to accept or contract for any expressed or implied services.

The successful Vendor must comply with local, state, and federal requirements regarding equal opportunity and employment practices and the City of Renton Professional Services Agreement. The City is committed to a program of equal employment opportunity regardless of race, color, creed, sex, age, nationality or disability.

Published:

Daily Journal of Commerce - 11/06/2015 and 11/13/2015

Request for proposal

Information Technology Strategic Plan

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Forms 1, 2, 3

Exhibit A. Professional services agreement

1. INTRODUCTION

1.1 Project overview

The City of Renton Information Technology Division is soliciting proposals from qualified consultants experienced with the needs and operations of local government, preferably in cities comparable to or larger than the City of Renton in population, staffing, and infrastructure to assist with the development of an Information Technology Strategic Plan. The City requires a significant breadth of technology expertise, but the selected professional must also demonstrate an ability to facilitate the internal discussion required to derive the City's technology mission, knowledgeable about industry trends and a talent for presenting technically complex concepts in a simple, comprehensible way to the layperson.

1.2 City of Renton

City of Renton, a 23.79-square mile urban community located at the south end of Lake Washington, has 95,540 residents. The City of Renton provides a full range of municipal services including Police protection, Fire protection, Development Services, Parks and Recreation, Water, Sewer and Storm water Utilities, and Administrative and Financial Services.

1.3 Existing environment / Metrics

- Mayor + 7 elected officials
- 700+ employees and volunteers
- 10 Departments
- 24 WAN remote sites
- Centralized IT department
- IT Divisions (Administration (1.5), Service Desk (3.5), systems (4), Applications support (5), and GIS support and services (3)).
- 700 Desktop/Laptop and Tablets
- 700 telephone sets
- 500+ mobile/portable cellular devices
- Microsoft network environment
- LAN, MAN, WAN, WLAN
- 100+/- servers (50% virtual)
- Microsoft SQL (2008/2012), database servers
- IIS, Apache web servers
- 150 TB storage
- Esri ArcGIS & Geocortex GIS environment
- 10 enterprise application systems
- 30 Major/core business systems
- 50+ minor application system
- 20+ in house developed application
- 10+ hosted applications
- Internet/Intranet web presence

- Social Network presence
- Intelligent transportation systems network
- Drinking Water Utility SCADA System
- Wastewater Utility SCADA System
- Drinking Water Advanced Metering Infrastructure (AMI) System

2. RFP INFORMATION

2.1 Timeline/Schedule

• <u>RFP Issue Date</u>	<u>11/06/2015</u>
• <u>Questions due</u>	<u>11/16/2015</u>
• <u>Responses posted</u>	<u>11/19/2015</u>
• <u>Proposal Due Date</u>	<u>12/01/2015</u>
• <u>Evaluation and Finalist Selection</u>	<u>12/23/2016</u>
• <u>Vender Interviews (as needed)</u>	<u>01/15/2016</u>
• <u>Vender selection</u>	<u>01/30/2016</u>

2.2 RFP Contact information

Official contact

The following RFP Coordinator is the Institutions only official point of contact for this RFP.

Mehdi Sadri, IT Director

1055 South Grady Way

Renton, WA 98057

425 430-6886

msadri@rentonwa.gov

2.3 Letter of Intent

Vendors who wish to submit proposals are encouraged to inform the City of their intent to submit a proposal by emailing intent to RFPITSP@rentonwa.gov

2.4 Questions regarding RFP

Interested Parties must direct all communications regarding this RFP to RFPITSP@rentonwa.gov. Questions must be submitted by 11/16/2015.

Responses will be posted on City's website at

<http://rentonwa.gov/rfpitsp> on 11/19/2015.

It is the responsibility of any proposer to review the City's website for any RFP revisions or answers to questions prior to submitting a proposal.

3. SCOPE OF SERVICES

3.1 Goals and objectives – Perform a comprehensive assessment of City's existing technology environment, conduct IT usability analysis, stakeholder interviews, and evaluate emerging technologies, to create a well-documented plan to guide the City over the next five years in planning, procuring, implementing, and managing the technology investments and resources in support of the City's strategic business objectives.

3.2 Scope of work/Requirements - The scope of work is to develop a 5-Year IT Strategic Plan for the City of Renton. This includes working in close partnership to:

- Conduct project planning meetings with City's project personnel coordinating this study. Meetings should be held as needed to review progress, discuss current findings and issues, update the project plan and timetable, and review next steps in the project. Monthly meetings of the project team during development are anticipated.
- Conduct a thorough analysis of the existing IT environment; infrastructure, services, staffing, applications, and business systems;
- Conduct an assessment of customer needs, facilitate working sessions, focus groups and other data collection efforts
- Identify emerging technology needs and major trends facing the City
- Identify the key internal and external factors; strengths, weaknesses, opportunities and threats (SWOT analysis)
- Establish IT strategic goals
- Provide staffing recommendations to be able to support the new demands. At a minimum, comments will state the number of staff, desired technical skill sets and areas they will likely support.
- Identify, prioritize, and estimated cost of projects that the Information Technology should undertake over the next five years
- Perform an assessment and prepare a high level summary of City's future technical requirements.
- Develop a high Level Implementation Plan
- Determine the strategic direction and objectives, including alignment with the City's Strategic Plan
- Identify existing and available regional partnerships and collaboration strategies relevant to the City of Renton.
- Identify existing and available outsourcing relationships and opportunities
- Identify practical and relevant private and public sector industry standards such as disaster recovery practices and mobility
- Identify means and approaches to accommodate current and future technology requirements and trends such as cloud computing (SAAS, PAAS, IAAS), mobile computing, data storage and management, legal requirements, security requirements, etc.

- Coordinate all requests for information and project meetings through the Information Technology director or other designated representative. Update work progress and direction with project managers at weekly intervals.
- Present findings in summary form prior to final report to administration and other interested officials. Answer questions and explain logic and methodology as necessary. Adjust direction and/or findings as necessary based on feedback from presentation.
- The City Department organization chart can be found on the website at; <https://rentonwa.gov/uploadedFiles/Working/HRRM/OrgCharts/City%20of%20Renton.pdf>

3.3 Deliverables

- Deliverables to be provided include a five-year strategic plan addressing the topics listed herein and any others identified in the process of stakeholders discussions.
- Progress Reports – The consultant will report to a Steering Committee and shall submit written progress reports summarizing major results of analyses.
- Draft Plan - A draft strategic plan, comprised of a management summary, findings and recommendations.
- Final strategic plan - A final strategic plan compromised of:
 - a) An executive summary tailored for City Administration/Council,
 - b) A summary of findings and recommendations tailored for Directors and Steering Committee,
 - c) A comprehensive documentation of findings and recommendations,
 - d) A tactical project plan outlining projects by priority that includes timelines and cost estimates.

4 RFP RESPONES

4.1 Proposal - Proposals should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. Technical literature and elaborate promotional materials, if any, must be submitted separately. Emphasis in the proposals should be on completeness, clarity of content and adherence to the presentation structure required by this RFP.

4.2 Format - **Vendor proposals must be submitted in the format specified in Form #1.** Please provide responses in the format provided.

- 4.3 Public record - Proposal may be released in total as public information in accordance with the requirements of the laws covering same." Any proprietary information must be clearly marked.
- 4.4 Valid duration - Proposal and cost schedule shall be valid and binding for **90** days following proposal due date and will become part of the contract that is negotiated with the City.
- 4.5 Company information - Company name, address, and telephone number.
- 4.6 Company contact (Form 2) - Resume(s); name, title, address, email address, and telephone number (contact must be authorized to bind company into contractual agreements and to whom correspondence should be directed)
- 4.7 Executive summary - Summarize your proposal and include your firm's approach.
- 4.8 Qualifications and Experience - Describe your experience leading strategic information technology efforts in a government setting, Experience should demonstrate how you have helped identify your client's vision regarding the application of information technologies and developed strategies directing your clients toward that vision.
- 4.9 References/contact (Form 3) - A list of references (including contact name and telephone number) of at least three (3) completed or current projects within the last three years of this size, and nature. Municipal references are preferred. Qualifications and experience for proposed sub-consultants should also be included. The City reserves the right to contact references without prior notification.
- 4.10 Approach/Methodology - Provide a narrative which shows your firm's understanding of the project's requirements and documents a logical technical approach to the project scope of work. Include a general work plan as well as the proposed approach to undertaking the scope of work described earlier in this RFP.
- 4.11 Project management/Schedule - Describe how your firm intends to manage all aspects of the work to be performed, including schedules for completion of tasks/subtasks, procedures for scheduling and cost control. The Project management proposal must include
- Project kick off meeting.
 - Regularly scheduled project team meetings.
 - Written progress reports.

- Issue/risk management techniques.

4.12 Cost - Provide pricing and cost information for the project. Include hourly rates for all proposed team members and a total project cost. Also provide pricing for any proposed equipment, software, or hardware costs and any other related expenses for the project. Discuss any budget control measures of your firm and proposed sub-consultants.

5 RFP SUBMISSION

5.1 Proposals must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company or corporation submitting the proposal. A corporation must indicate place and date of incorporation.

5.2 The City requires two printed response copies, unbound (double sided), and one digital copy in PDF or DOCX format. Company sales literature and project staff resumes may be attached to the response.

5.3 **Your proposal must be submitted on or before 4:00 p.m. on, 12/01/2015 to:**

Address submittals to:
Renton City Clerk's Office
Renton City Hall – 7th Floor
1055 S Grady Way
Renton, WA 98057-3232
ATTN: Mehdi Sadri
RE: IT Strategic Planning

5.4 The proposal opening will not be open to the public.

5.5 Proposers solely are responsible for the timeliness of their submittals. As such, proposers are cautioned to budget adequate time to ensure that their proposals are delivered at the location designated at or before the deadline set forth above. Proposers are cautioned that matters including, but not limited to, traffic congestion, security measures and/or events in or around the City, may lengthen the amount of time necessary to deliver the proposal, whether the proposal is submitted in person or by mail.

5.6 By submitting a proposal, proposers certify that such proposal constitutes their full and complete written response to the RFP and evidences their acknowledgement that additional written material outside of such proposal shall not be considered by the City in connection with this RFP, unless the City provides a written request that they

submit additional written materials. Absent such written request, proposers are instructed to not submit to the City written or other materials outside of the proposal, either in a subsequent interview or otherwise.

5.7 Proposal may be released in total as public information in accordance with the requirements of the laws covering same. Any proprietary information must be clearly marked.

5.8 Proposal and cost schedule shall be valid and binding for 90 days following proposal due date and will become part of the contract that is negotiated with the City.

6 RFP EVALUATION, SELECTION, AWARD PROCESS

All proposals meeting the requirements of this RFP shall be reviewed and rated by an evaluation committee according to the following criteria:

- Firm/Consultant qualifications, experiences, References
- Project organization, schedule and staffing
- Project approach, work plan, and management
- Cost, rates, and fees
- Proposal responsiveness

7 CONTRACT AWARD AND EXECUTION

- Selected proposers may be contacted to arrange in-person interviews with the evaluation committee. The evaluation committee will make the final recommendation for selecting the consultant.
- The City reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to the City.
- The general conditions and specifications of the RFP as proposed by the City and the successful vendor's response, and amended by agreements between the City and the vendor, will become part of the contract documents. Additionally, the City will verify vendor representations that appear in the proposal. Failure of the vendor's products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.
- The vendor selected as the apparently successful vendor will be expected to enter into a contract with the City as described in exhibit A.
- No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

Form 1

Company Name: _____
Company Address: _____
City, State, Zip: _____
Phone #: _____
Email address: _____

Response:

In response to the City’s Request for Proposal, we offer the following:

- I. Cover Letter**
Signed by vendor representative authorized to bind the proposing firm contractually.
- II. Table of Contents**
- III. Executive Summary**
A one-page high-level overview of the solution being proposed.
- IV. Responses to Form 2 - Vendor Contact Information Requirements**
Complete all the information requested in Form #2.
- V. Qualification and experience**
Describe your experience leading strategic information technology efforts in a government setting (as described in section 4.8)
- VI. Response to Form 3 – References/contact**
A list of references (including contact name and telephone number) of at least three (3) completed recent projects (as described in section 4.9)
- VII. Approach/Methodology**
Provide a narrative which shows your firm’s understanding of the project’s requirements (as described in section 4.10)
- VIII. Project management/schedule**
Describe how your firm intends to manage all aspects of the work to be performed (as described in section 4.11)
- IX. Cost**
Please include your itemized cost proposal (as described in section 4.12)
- VI. Responses to Section 2. – Scope of Services**
Explain how you will complete the scope of work described in section 2.

Exceptions:

Except as noted below, the undersigned hereby agrees to comply with all the terms and conditions put forth in the City’s Request for Proposal.

Name: _____ **Title:** _____

Signed: _____ **Dated:** _____

Form 2

Company Contact Information Requirements

RFP vendor Contact:

Name: _____
Title: _____
Phone #: _____
Email: _____

Name of Parent Co, (if exist):

Address: _____
Phone: _____

Website address: _____

Length of time in business: _____

Form 3

Client references

Please duplicate form as needed and provide minimum of three recent client references.

Client Name: _____
Contact Name: _____
Title: _____
Phone #: _____
Email address: _____
Website: _____
Type of service provided: _____

Client Name: _____
Contact Name: _____
Title: _____
Phone #: _____
Email address: _____
Website: _____
Type of service provided: _____

Client Name: _____
Contact Name: _____
Title: _____
Phone #: _____
Email address: _____
Website: _____
Type of service provided: _____



PROFESSIONAL SERVICES AGREEMENT

FOR

_____ **SERVICES**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is made as of the ____day of ____, 20____, (the “Effective Date”), between the CITY OF RENTON, a non-charter code city organized under RCW 35A and State of Washington municipal corporation, (“Renton”), and _____, (“Contractor”), to provide professional _____ on _____, at _____ in Renton, Washington. Renton and Contractor are at times collectively referred to as the “Parties” and the Parties are located and do business at the addresses immediately below which shall be valid for any notice required under this Agreement:

<p>CITY OF RENTON:</p> <p>Insert City Contract Administrator’s Name</p> <p>1055 South Grady Way</p> <p>Renton, WA 98057-3232</p> <p>(425) Insert Telephone Number (telephone)</p> <p>(425) Insert Fax Number (facsimile)</p> <p>Insert email address</p>	<p>INSERT CONTRACTOR’S CO. NAME:</p> <p>Insert Contact Name</p> <p>Insert Contractor’s Address</p> <p>Address - Continued</p> <p>Insert Telephone Number (telephone)</p> <p>Insert Fax Number (facsimile)</p> <p>Insert email address</p>
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The Parties agree as follows:

1. **TERM.** The term of this Agreement shall commence upon the Effective Date of this Agreement, which shall be the date of mutual execution, and shall continue until the completion of the Work, but in any event no later than **Insert specific date** (“Term”). This Agreement may be extended for additional periods of time upon the mutual written agreement of Renton and the Contractor.

2. **SERVICES.** The Contractor shall perform the services more specifically described in Exhibit “A”, which is attached and fully incorporated into this agreement by reference (“Services”), in a manner consistent with the accepted professional practices for other similar services within the Puget Sound region in effect at the time those services are performed, performed to Renton’s satisfaction, within the time period prescribed by Renton and pursuant to the direction of the Mayor or his or her designee. The Contractor warrants that it has the requisite training, skill, and experience necessary to provide the Services and is appropriately accredited and licensed by all applicable agencies and governmental entities, including but not limited to obtaining a City of Renton business registration. Services shall begin immediately upon the effective date of this Agreement. Services shall be subject, at all times, to inspection by and approval of Renton, but the making (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Agreement, notwithstanding Renton’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

3. **TERMINATION.** Either party may terminate this Agreement, with or without cause, upon providing the other party thirty (30) calendar days written notice at its address set forth above. Renton may terminate this Agreement immediately if the Contractor fails to maintain required insurance policies, breaches confidentiality, or materially violates Section 12 (Equal Opportunity Employer); and such may result in ineligibility for further City agreements. In the event of termination, the Contractor shall be paid for services performed up to the termination date and accepted as conforming work by Renton, less any costs or expenses incurred by Renton as a result of the Contractor’s breach of the Agreement. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor shall become Renton’s property, and the Contractor shall be entitled to receive just and equitable compensation for any work completed on such documents and other materials, unless such documents or materials failed to conform to the Agreement.

4. **COMPENSATION.**

4.1 **Amount.** In return for the Services, Renton agrees to pay the Contractor an amount not to exceed a maximum amount and according to a rate or method as

delineated in Exhibit "B", which is attached and fully incorporated into this agreement by reference. The Contractor agrees that any hourly or flat rate charged by it for its Services contracted for shall remain locked at the negotiated rate(s) for the Term. Except as otherwise provided in Exhibit "B", the Contractor shall be solely responsible for the payment of any taxes imposed by any jurisdiction or authority as a result of the performance and payment of this Agreement.

4.2 Method of Payment. On a monthly basis, the Contractor shall submit a voucher or invoice in the form specified by Renton, including a description of what Services have been performed, the name of the personnel performing such Services, and any hourly labor charge rate for such personnel. The Contractor shall also submit a final bill upon completion of all Services. Payment shall be made on a monthly basis by Renton only after the Services have been performed and within thirty (30) calendar days after receipt and approval by the appropriate city representative of the voucher or invoice. If the Services do not meet the requirements of this Agreement, the Contractor will correct or modify the work to comply with the Agreement. Renton may withhold payment for such work until the work meets the Agreement requirements.

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

5. INDEMNIFICATION.

5.1 Contractor Indemnification. The Contractor agrees to release, indemnify, defend, and hold harmless Renton, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, taxes, losses, fines, fees, penalties expenses, attorney's or attorneys' fees, costs, and/or litigation expenses to or by any and all persons or entities, including, without limitation, their respective agents, licensees, or

representatives, arising from, resulting from, or in connection with this Agreement or the acts, errors or omissions of the Contractor in performance of this Agreement, except for that portion of the claims caused by Renton's sole negligence.

5.2 Construction Indemnity to Real Estate. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115 (Validity of agreement to indemnify against liability for negligence relative to construction, alteration, improvement, etc., of structure or improvement attached to real estate...), 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 Renton, the Contractor's liability shall be only to the extent of the Contractor's negligence. Contractor shall ensure that each sub-contractor shall agree to defend and indemnify Renton, its agents, attorneys, elected officials, employees, insurers, officers, representatives, and volunteers to the extent and on the same terms and conditions as the Contractor pursuant to this paragraph. Renton's inspection or acceptance of any of Contractor's work when completed shall not be grounds to avoid any of these covenants of indemnification.

5.3 Industrial Insurance Act Waiver. It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, RCW Title 51, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. THE PARTIES ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

5.4 Renton as an Additional Insured. The Contractor agrees to name Renton as an Additional Insured on a noncontributory primary basis. In the event Renton shall, without fault on its part, be made a party to any litigation commenced by or against Contractor, then Contractor shall proceed and hold Renton harmless and he shall pay all costs, expenses and reasonable attorney's fees incurred or paid by Renton in connection with such litigation. Furthermore, Contractor agrees to pay all costs, expenses and reasonable attorneys' fees that Renton may incur or pay in the enforcement of any of the covenants, provisions and agreements.

5.5 Renton Indemnification. Renton agrees to release, indemnify, defend and hold the Contractor, its officers, directors, shareholders, partners, employees, agents, representatives, and sub-contractors harmless from any and all claims, demands, actions, suits, causes of action, arbitrations, mediations, proceedings, judgments, awards, injuries, damages, liabilities, losses, fines, fees, penalties expenses, attorney's fees, costs, and/or litigation expenses to or by any and all persons or entities, including without limitation, their respective agents, licensees, or representatives, arising from, resulting from or connected with this Agreement to the extent solely caused by the negligent acts, errors, or omissions of Renton.

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

6. INSURANCE.

6.1 Consultant's Insurance. Consultant shall secure and maintain the following insurance policies, and shall not cancel or suspend the insurance policies identified below, except after twenty (20) calendar day's prior written notice by certified-mail to the City of Renton:

- 6.1.1. Commercial General Liability Insurance: Commercial general liability insurance in the minimum amounts of \$1,000,000 for each occurrence/\$2,000,000 aggregate throughout the duration of this Agreement.
- 6.1.2. Workers' Compensation: Workers' compensation coverage, as required by the Industrial Insurance laws of the State of Washington.
- 6.1.3. Renton as an Additional-Insured: It is agreed that on Consultant's commercial general liability policy, the City of Renton will be named as an Additional-Insured on a primary and non-contributory basis. Any coverage maintained by the City of Renton is solely for the coverage and benefit of Renton, and its elected officials, officers, agents, employees, representatives and volunteers.

6.1.4. Verification of Coverage: Subject to Renton's review and acceptance, a certificate of insurance showing the proper endorsements, shall be delivered to Renton before executing the work of this Agreement.

6.2 Review of Policy: Upon request, the Consultant shall give Renton a full copy of the insurance policy for its records and for the Renton City Attorney's or Risk Manager's review. The policy limits may be reviewed and the value reassessed annually.

6.3 Termination: Notwithstanding any other provision of this Agreement, the failure of the Consultant to comply with the above provisions of this section shall subject this Agreement to immediate termination without notice to any person in order to protect the public interest.

7. **CONFIDENTIALITY**. All information regarding Renton obtained by Contractor in performance of this Agreement shall be considered confidential subject to applicable laws. Breach of confidentiality by the Contractor may be grounds for immediate termination. All records submitted by Renton to the Contractor will be safeguarded by the Contractor. The Contractor will fully cooperate with Renton in identifying, assembling, and providing records in case of any public records disclosure request.

8. **WORK PRODUCT**. All originals and copies of work product, including plans, sketches, layouts, designs, design specifications, records, files, computer disks, magnetic media or material which may be produced or modified by Contractor while performing the Work shall belong to the City of Renton upon delivery. The Contractor shall make such data, documents, and files available to Renton and shall deliver all needed or contracted for work product upon Renton's request. At the expiration or termination of this Agreement, all originals and copies of any such work product remaining in the possession of Contractor shall be delivered to Renton.

9. **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 Work and maintain such accounting procedures and practices as may be deemed necessary by Renton to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject, at all reasonable times, to audit, copy, inspect, or review by Renton, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement. The Contractor also agrees to require each of its subcontractors, agents, representatives to also maintain their records and make them available for audit, copying, inspection, or review as required in this section.

10. **INDEPENDENT CONTRACTOR**. The Parties intend to create an Independent Consultant-Employer Relationship and that the Contractor has the ability to control and direct the performance and details of its work, Renton being interested only in the results obtained under

this Agreement. Renton shall be neither liable nor obligated to pay Contractor or its employees, agents, subcontractors, contract workers, etc., 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. Contractor shall take all necessary precautions and shall be responsible for the safety of its employees, agents, contract workers and subcontractors in the performance of the contract work and shall utilize all protection necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work. The Contractor shall pay all income and other taxes due except as specifically provided in Section 4. Industrial or any other insurance that is purchased for the benefit of Renton, 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. If the Contractor is a sole proprietorship or if this Agreement is with an individual, the Contractor agrees to notify Renton and complete any required form if the Contractor retired under a State of Washington retirement system and agrees to indemnify any losses Renton may sustain through the Contractor's failure to do so.

11. **CONFLICT OF INTEREST.** It is recognized that Contractor may or will be performing professional services during the Term for other parties; however, 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 Renton. Contractor confirms that Contractor does not have a business interest or a close family relationship with any city officer or employee who was, is, or will be involved in the Contractor's selection, negotiation, drafting, signing, administration, or evaluating the Contractor's performance.

12. **NON-DISCRIMINATION AND COMPLIANCE WITH ALL APPLICABLE LAWS.** Contractor shall comply with and shall not violate any of the terms of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, the Americans With Disabilities Act, Section 504 of the Rehabilitation Act of 1973, 49 CFR Part 21, 21.5 and 26, or any other applicable federal, state, or local law or regulation regarding non-discrimination. Except to the extent permitted by a bona-fide occupational qualification, the Consultant agrees as follows:

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps or marital status. The Consultant will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. 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.

The Consultant will, in all solicitations for employee's job orders placed with any employment agency or other firm or agency, state that all qualified applicants will receive consideration for employment without regard for race, creed, color national origin, sex, age, sexual orientation, physical, sensory or mental handicaps, or marital status. The words "equal opportunity employer" in advertisements shall constitute compliance with this paragraph.

The Consultant will include the provisions of the foregoing paragraphs in every subcontract or purchase order for the goods or services which are subject matter of this contract.

In the event of non-compliance by the Consultant with any of the non-discrimination provisions of the contract, the Owner shall have the right, at its option, to cancel the contract in whole or in part, without penalty. If the Agreement is canceled based on non-compliance with this section of the Agreement after partial performance, Renton shall be obligated to pay the fair market value or the contract price, whichever is lower, for good or services which have been received and accepted.

The Consultant is solely responsible for knowledge of and compliance with all federal, state and local laws and regulations that may affect the satisfactory completion of the project, which includes but is not limited to fair labor laws and worker's compensation.

Renton requires all businesses and individuals doing business in Renton to have and maintain a valid City of Renton business license. (For Renton licensing information call 425-430-6851).

13. **GENERAL PROVISIONS.**

13.1 Arbitration. Arbitration of all questions of dispute under this Agreement may be at the choice of either party and shall be in accordance with the laws of the State of Washington. The results of arbitration shall be binding on the Parties. Choice of Arbitrator shall be as follows: each party to choose one with the third choice by mutual agreement or, if unable to agree, chosen by a Superior Court Judge. Rules of arbitration: American Arbitration Association. All arbitrators shall be well-versed/trained and experience in design and construction issues.

13.2 Assignment. The Parties may not assign any portion of this Agreement without the non-assigning party's written consent, and any assignment in violation of this provision shall be void. If the non-assigning party gives its written consent to any assignment, the terms of this Agreement shall continue in full force and effect and no further assignment shall be made without additional written consent.

13.3 Assigns and Successors. Renton and the Consultant each binds itself, its partners, successors, assigns, and legal representatives to the other party to this Agreement, and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants of the Agreement.

13.4 Attorney's or Attorneys' Fees. If either Party brings any claim or lawsuit arising from this Agreement, each Party shall pay all its legal costs and attorney's fees and expenses incurred in defending or bringing such claim or lawsuit, including all appeals, in addition to any other recovery or award provided by law; provided, however, however nothing in this paragraph shall be construed to limit the Parties' rights to indemnification under Section 5 of this Agreement.

13.5 Choice of Law and Venue. This Agreement shall be made in, governed by, and interpreted in accordance with the laws of the State of Washington. If the Parties are unable to settle any dispute, difference or claim arising from this Agreement, the exclusive means of resolving that dispute, difference, or claim, shall be by filing suit under the venue, rules and jurisdiction of the King County Superior Court, King County, Washington, unless the parties agree in writing to an alternative process. If the King County Superior Court does not have jurisdiction over such a suit, then suit may be filed in any other appropriate court in King County, Washington. Each party consents to the personal jurisdiction of the state and federal courts in King County, Washington and waives any objection that such courts are an inconvenient forum.

13.6 Compliance with Laws. Consultant agrees to comply with all federal, state, and municipal laws, rules, regulations, or guidelines that exist or come into existence that are applicable to Consultant's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of those operations.

13.7 Conflicts. In the event of any inconsistencies between Consultant proposals and this Agreement, the City of Renton Agreement shall prevail.

13.8 Counterparts. The Parties may execute this Agreement in any number of counterparts, each of which shall constitute an original, and all of which will together constitute this one Agreement.

13.9 Ethics Violation. If a violation of Renton's Ethics Resolution No. 91-54, as amended, occurs as a result of the formation or performance of this Agreement, this Agreement may be rendered null and void, at Renton's option.

13.10 Event of Force Majeure. A party shall not be in breach of this Agreement as a result of such party's failure to perform its obligations under this Agreement, other than the obligation to pay a monetary obligation when due and owing, when such failure is due to an Event of Force Majeure, to the extent that such party, despite the exercise of reasonable due diligence, is unable to remove such Event of Force Majeure. Any party subject to an Event of Force Majeure that may impair its performance under this Agreement shall notify the other party as soon as practicable. Any party subject to an Event of Force Majeure shall be excused from performance under this Agreement only for the duration of and to the extent of the Event of Force Majeure. Any party subject to an Event of Force Majeure shall exercise reasonable due diligence to remove the Event of Force Majeure.

As used in this Agreement, "Event of Force Majeure" means any event or circumstance (or combination of the same) and the continuing effects of any such event or circumstance (whether or not such event or circumstance was foreseeable or foreseen by the Parties) that delays or prevents performance by a party of any of its obligations under this Agreement, but only to the extent that and for so long as:

- a. the event or circumstance is beyond the reasonable control of the affected party;
- b. despite the exercise of reasonable diligence, the event or circumstance cannot be prevented, avoided or stopped by the affected party; and
- c. the affected Party has taken all commercially reasonable measures to avoid the effect of the event or circumstance on the affected Party's ability to perform its obligations hereunder and to mitigate the consequences of the event.

An Event of Force Majeure shall include the following, to the extent also satisfying the criteria specified above:

- a. flood, earthquake, drought, climate change, storm, fire, lightning and other natural catastrophes;

- b. acts of public enemies, armed conflicts, acts of foreign enemies, acts of terrorism (whether domestic or foreign, state-sponsored or otherwise), war (whether declared or undeclared), blockade, insurrection, riot, civil disturbance, revolution or sabotage;
- c. any form of compulsory government acquisition or condemnation or change in applicable law that affect the performance of the Parties' obligations under this Agreement;
- d. accidents or other casualty, damage, loss or delay during transportation, explosions, fire, epidemics, quarantines or criminal acts that affect the performance of the Parties' obligations under this Agreement;
- e. labor disturbances, stoppages, strikes, lock-outs or other industrial actions affecting the Parties or any of their Consultants, subconsultants (of any tier), agents or employees; and
- f. inability, after the use of commercially reasonable efforts, to obtain any consent or approval from any governmental authority that affects the performance of the Parties' obligations under this Agreement.

Notwithstanding the foregoing, the insufficiency of funds, the financial inability to perform or changes in such party's cost of performing its obligations under this Agreement shall not constitute an Event of Force Majeure, and neither Party may raise a claim for relief, in whole or in part, in connection with such event or circumstance.

13.11 Execution. Each individual executing this Agreement on behalf of Renton and Contractor represents and warrants that such individual is duly authorized to execute and deliver this Agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and with the same effect as if all Parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. The signature and acknowledgment pages from such counterparts may be assembled together to form a single instrument comprised of all pages of this Agreement and a complete set of all signature and acknowledgment pages.

13.12 Interpretation and Modification. This Agreement, together with any attached Exhibits, contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior statements or agreements, whether oral or written, shall be effective for any purpose. Should any language in any Exhibits to this Agreement conflict with any language in this Agreement, the terms of this Agreement shall prevail. 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. Any provision of this Agreement that is declared invalid, inoperative, null and void, or illegal shall in no way affect or invalidate any other provision hereof and such other provisions shall remain in

full force and effect. Any act done by either Party prior to the effective date of the Agreement that is consistent with the authority of the Agreement and compliant with the terms of the Agreement, is hereby ratified as having been performed under the Agreement. No provision of this Agreement, including this provision, may be amended, waived, or modified except by written agreement signed by duly authorized representatives of the Parties.

13.13 Mediation. Mediation may precede arbitration by mutual consent of the Parties.

13.14 Modification. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by each party's duly authorized representative.

13.15 Notices. 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 above. Any notice so posted in the United States mail shall be deemed received three (3) days after the date of mailing. 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 Renton at law, in equity or by statute.

13.16 No Waiver. Neither the final certificate of payment nor any provision in the Agreement nor partial or entire use of any installation provided for by this Agreement shall relieve the Consultant of liability in respect to any warranties or responsibility for faulty materials or workmanship. The Consultant shall be under the duty to remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within the period of one (1) year from the date of final acceptance of the work, unless a longer period is specified. Renton will give notice of observed defects within a reasonably prompt time after discovery, and Consultant shall be obligated to take immediate steps to correct and remedy any such defect, fault or breach at the sole cost and expense of Consultant.

Renton's failure to insist upon strict performance of any of the covenants and agreements contained in this Agreement, or to exercise any option conferred by this Agreement in any instances shall not be construed to be a waiver or relinquishment of those covenants, agreements or options, and the same shall be and remain in full force and effect.

13.17 Public Document/Public Disclosure. This Agreement may be considered a public document and will be available for reasonable inspection and copying by the public during regular business hours, pursuant to RCW 42.56 (Public records act).

13.18 Remedies. Any remedies provided for in this Agreement are non-exclusive, and shall be cumulative with all other remedies available to Renton at law, in equity, or by statutes, unless specifically waived in this Agreement or in a subsequent signed document signed by Renton's authorized representative.

13.19 Singular, Plural and Gender. Whenever required by the context of Agreement, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other.

13.20 Sole and Entire Agreement. This Agreement is the entire agreement between the Parties and any representations or understandings, whether oral or written, not incorporated by reference into this Agreement are excluded.

13.21 Time is of the Essence. Time is of the essence 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. Any notices required to be given by the Parties shall be delivered at the addresses set forth at the beginning of this Agreement.

13.22 Third-Party Beneficiaries. Nothing in this Agreement is intended to, nor shall be construed to give any rights or benefits in the Agreement to anyone other than Renton and Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Renton and Consultant and no one else.

13.23 Written Notice. All communications regarding this Agreement shall be sent to the Parties at the addresses listed on page one of the Agreement, unless notified to the contrary. Any written notice shall become effective three (3) business days after the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be specified by the recipient Party in writing.

IN WITNESS, the Parties execute this Agreement as of the Effective Date written above.

CITY OF RENTON

ATTEST:

Denis Law, Mayor

Jason A. Seth, City Clerk

DATE

APPROVED AS TO FORM:

Larry Warren, City Attorney

INSERT CONTRACTOR'S CO. NAME

By:

Printed Name:

Title:

DATE:

STATE OF WASHINGTON)

) ss.

COUNTY OF _____)

On this day personally appeared before me, _____, to me known to be the individual described in and who executed the foregoing instrument, and on oath swore that he/she/they executed the foregoing instrument as his/her/their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN my hand and official seal this _____ day of _____, 20__.

(typed/printed name of notary)

Notary Public in and for the State of Washington.

My commission expires _____

EXHIBIT "A"

SERVICES

[Instructions: Replace or Delete red portions after completing forms.]

[Provide a complete description of any services that the Contractor will render including any limitations or requirements, special methods, and any instructions on how to do the services, reports or track the services.]

1. The Contractor shall do or provide the following:

[Fill in description of Services or Work]

EXHIBIT "B"

COMPENSATION

1. Total Compensation: In return for the Services, Renton shall pay the Contractor an amount not to exceed _____ and __/100 Dollars (\$_____.00) **[insert maximum total compensation]**

[optional: if sales tax is included list it seperately then a complete total].

and Washington State sales tax equal to _____ and __/100 Dollars (\$_____.00) for a total amount not to exceed _____ and __/100 Dollars (\$_____.00).

2. Method of Compensation:

[You can select one of the examples below and fill it in (and delete the rest) or write your own description about how the compensation will be provided (the method of compensation) Provide a complete description of how the compensation is paid, ie **billing rates** (for each of the Contractor’s employees expected to perform services), whether they are **hourly rates** or **flat fees, percentage fees**, and whether or what **taxes** are included (If taxes are separate make sure that the total compensation is sufficient to cover them). If a contract is for a **Fixed price** there is no need for a method of compensation. Also, if they are not included in the billing rate, include if and how reimbursable **expenses or incidentals** will be calculated and what limits there will be on them. (If **expenses** are separate make sure that the total compensation is sufficient to cover them). Also include any **unit costs** or other method of compensation for goods and whether taxes are included]

(Alternative Provisions Examples: Select and complete one paragraph and delete others)

Hourly rate:

In consideration of the Contractor performing the Services, Renton agrees to pay the Contractor an amount calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown below:

[Fill in hourly rates for who is doing the work]

Unit price plus sale tax

In consideration of the Contractor performing the Services, Renton agrees to pay the Contractor an amount, calculated on the basis of the hourly labor charge rate schedule for Contractor's personnel as shown below, and Washington State sales tax equal to _____ and ___/100 Dollars (\$_____.00))

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 Renton's sole discretion and shall not exceed _____ and ___/100 Dollars (\$_____).