



## REQUEST FOR PROPOSALS (RFP) #34-22: COMPREHENSIVE PLAN UPDATE & TITLE 20 LAND USE CODE UPDATE

<u>Request for Proposals Information:</u>	<u>Submit Proposals to:</u>
<b>RFP NUMBER: 34-22</b> <b>RFP TITLE: Comprehensive Plan Update &amp; Title 20 Land Use Code Update</b> <b>DATE ISSUED: 7/15/2022</b>  <b>CONTACT PERSON: Josh Francis</b> <b>EMAIL ADDRESS: Joshua.Francis@cityofvancouver.us</b> <b>CONTACT PHONE: 360-487-8427</b>  <b>PRE-SUBMITTAL MEETING: 08/03/2022</b> <b>QUESTIONS DUE: 08/12/2022</b> <b>ADDENDUM DUE: 08/17/2022</b> <b>RESPONSES DUE: 08/24/2022</b>	<b>Procurement Portal:</b> <a href="http://cityofvancouver.bonfirehub.com">cityofvancouver.bonfirehub.com</a>  <b>For delivery in person, by courier, UPS of FedEx:</b> Attn: Procurement Services Vancouver City Hall 415 W. 6 <sup>TH</sup> ST Vancouver, WA 98660  <b>For delivery by the US Postal Service:</b> Attn: Procurement Services City of Vancouver PO BOX 1995 Vancouver, WA 98668

### Table of Contents

A. Instructions to Proposers.....	2
B. Introduction .....	3
C. Background .....	4
D. Scope of Work.....	7
E. Approximate Timeline.....	23
F. Addendum.....	23
G. Information .....	23
H. General Information Form .....	23
<b>SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION .....</b>	<b>24</b>
GENERAL INFORMATION FORM .....	24
A. Submittal Requirements & Procedure.....	25
B. Evaluation Process .....	26
C. Evaluation Criteria.....	26
D. Evaluation Scoring.....	29
E. Award of Contract.....	29
F. RFP General Terms and Conditions.....	30
<b>SECTION 3: SAMPLE CONTRACT.....</b>	<b>32</b>

## SECTION 1: INSTRUCTIONS AND CONTRACT INFORMATION

### **A. Instructions to Proposers**

The City of Vancouver is seeking proposals from qualified firms/individuals for consulting services for overseeing the delivery and execution of updates to the Comprehensive Plan and the Title 20 Land Use Code.

Request for Proposal packets may be examined at: [cityofvancouver.bonfirehub.com](http://cityofvancouver.bonfirehub.com).

Questions or Requests for Clarification must be sent to Josh Francis, Procurement Specialist, via email to [Joshua.Francis@cityofvancouver.us](mailto:Joshua.Francis@cityofvancouver.us) and be received by **4:00 p.m. on August 12, 2022**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on August 17, 2022**.

**A NON-MANDATORY Pre-Submittal Meeting will be held on August 3, 2022 at 1:00PM via Teams Meeting:**

**Join on your computer or mobile app**

[Click here to join the meeting](#)

**Or call in (audio only)**

**[+1 347-941-5324](tel:+13479415324), [834091236#](tel:+13479415324834091236) United States, New York City**

**Phone Conference ID: 834 091 236#**

**Attendance is not mandatory for submitting a proposal. Comments by City staff will be limited to a review of the project.**

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

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

Sealed proposals must be received by the City no later than **3:00 PM (Pacific Time) Wednesday, August 24, 2022**. Submissions received after the specified time will not be accepted. The City of Vancouver is not responsible for delays in delivery. Official delivery time shall be documented by City affixed time stamp.

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

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

Proposals must be in a sealed envelope, and clearly marked “**RFP 34-22 COMPREHENSIVE PLAN UPDATE & TITLE 20 LAND USE CODE UPDATE**”

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

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

The City of Vancouver in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252,42 U.S.C. 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

---

Josh Francis, Procurement Specialist

## **B. Background**

The City of Vancouver encompasses 48.61 square miles and has a population of nearly 194,000. Located within Clark County Washington, the City and its unincorporated Urban Growth Area are some of the fastest growing areas within the Portland-Vancouver-Hillsboro Metropolitan Statistical Area, with the City increasing 13.9% in population between the 2010 and 2020 census. The City extends along the north shore of the Columbia River, 100 miles upstream from the Pacific Ocean, and is home to Fort Vancouver, Clark College, the Port of Vancouver, and Pearson Airfield. The City serves as a hub for a variety of economic, commercial, and retail opportunities for communities in the Southwest Washington region, while also functioning as a critical node in the overall Washington/Oregon bi-state region. Vancouver is located along the Interstate 5 and 205 corridors, and is directly accessible to Portland, OR to the south via the Interstate Bridge and

Glenn L. Jackson Memorial Bridge. The City is served by C-Tran as its primary public transportation agency, and passenger rail service is provided through Amtrak's Cascade Corridor via a station west of Downtown Vancouver.

The City is responsible for vital municipal infrastructure and urban services. It builds and repairs roads, maintains water and sewer service, provides fire and police protection as well as parks & recreation programs and arts and cultural services, administers land use policy and takes an active role in reviewing Vancouver's residential, commercial and industrial development for building safety, appearance, design, and function. Vancouver has a Council/Manager form of government with a City Council comprised of the Mayor and six councilmembers who set policy and direction. The City Manager oversees the day-to-day operations of the City.

The City of Vancouver's comprehensive plan provides the overall long-term vision and policy direction for managing the built and natural environment in Vancouver and providing necessary public facilities to achieve that vision. The City adopted its first comprehensive plan under Washington's Growth Management Act in 1994 (Chapter 36.70A RCW), with a major re-write occurring in 2004, and a less substantive update occurring most recently in 2011. The most recent version of the plan establishes a target year of 2030, and many of the goals established within the plan's Centers and Corridors land use strategy have come to fruition since its adoption. Some examples include continued business & retail investment and retention and residential growth within the downtown core, significant completion of the waterfront redevelopment area, completion of planning and entitlement work to establish the Heights District, continued residential growth and a 2016 annexation near the Vancouver Mall, and implementing an equitable growth and development strategy along the Fourth Plain Corridor. Additionally, C-Tran has made significant process in establishing a high-capacity Bus Rapid Transit (BRT) network within the Community, with the Vine BRT Fourth Plain corridor completion in 2017, construction of second corridor along Mill Plain Boulevard currently in progress, and planning for a third corridor underway along the Highway 99 corridor.

The 2011-2030 Comprehensive Plan Document can be found here: <https://www.cityofvancouver.us/cdd/page/vancouver-comprehensive-plan-and-zoning-code>

The City also invites potential respondents to review a database of case studies and relevant project examples that staff has been analyzing as part of the scope development process. This database can be found here: [Precedents and Relevant Plans, Online Whiteboard for Visual Collaboration \(miro.com\)](#)

### **C. Introduction**

The City of Vancouver is seeking a creative, forward-thinking, and multidisciplinary consultant team to lead the following efforts:

1. Update the City's Comprehensive Plan, compliant with requirements under the Washington State Growth Management Act, State Environmental Policy Act, and all other applicable regulations and requirements, [in accordance with guidance provided by the Washington State Department of Commerce](#); and
2. Amend the City's Land Use and Development Code to implement the overall policy direction established within the Comprehensive Plan Update, and address additional functional issues with the existing code identified by either City staff or the respondent.

The goal of this work is to produce an updated policy framework for land use and development decisions that is thoughtful and intentional in responding to the shifting development, demographic, economic, and social trends facing the community. This will require a comprehensive and thorough re-assessment of the vision, goals, policies, and implementation strategy of the existing comprehensive plan, and present unique, creative, and innovative solutions to the issues facing the community. The City intends for this work to be a co-creative and iterative process with members of the community, with particular emphasis on elevating the perspectives of communities that have been historically underrepresented, excluded or negatively impacted from public decision-making processes. The following categories have been identified as major policy issues within the community that will need to be addressed in a clear and concise manner with the adoption of this work:

- **Land Use, Development + Infrastructure** – how will the City account for the significant population growth occurring within City limits and our urban growth boundary, and what types of capital facilities, services, amenities, and infrastructure will be necessary to support that growth? How do we position the City for the level of growth and scale of growth needed to achieve our goals? How do we improve safety outcomes in the built environment? How will the City's Land Use Vision inform placemaking and integration of a diversity of land uses? What methodology will we establish for evaluating different land use scenarios and receiving public input on potential land use visions?
- **Housing** – how will the City plan to provide housing that is affordable and accessible to all members of the community, and address the deficit of housing at all income levels that is the result of decades of underproduction and restrictive zoning? How can providing access to housing opportunities for the most vulnerable community members improve safety outcomes and community well-being for all?
- **Equity and Opportunity** – how will the City ensure that equitable outcomes are delivered in the built environment, develop an inclusive process for co-designing policy with the community, and ensure the voices of our most vulnerable and impacted community members are a central focus of the planning and policy design process? How will the overall vision that is established in the plan inform equitable access to opportunity, employment, investment, and the benefits from those investments? Who might potentially benefit the most or the least from these outcomes?

- **Climate + Environment** – how will the City ensure that its land use vision delivers outcomes that further the mitigation of and adaptation to a changing climate and improved public health outcomes? How do we intentionally shape growth to support our community’s climate goal of net zero emissions by 2040, reduce the community’s overall carbon footprint, ensure no net loss of critical environmental functions and processes, and support overall state greenhouse gas (GHG) emission reduction requirements?

The updated Comprehensive Plan will reflect a 20-year time horizon, with a target year of 2045 for achieving the overall vision that is established. The plan will also need to account for the City’s community-wide goal of achieving net-zero GHG emissions by 2040, and develop a land use vision that supports this target. As described in RCW 36.70a.130(4)(c), the Washington Growth Management Act will require completion of the periodic review process and corresponding updates to the Comprehensive Plan and City’s Land Use and Development Code to be adopted prior to **June 30, 2025**.

**Relationship to and Coordination with Other Initiatives**

Since the adoption of the 2011 Comprehensive Plan, the City has undertaken a number of related policy and planning efforts. The upcoming plan update will need to build upon, account for, and tie in various policy direction and strategies established in these respected efforts.

**Currently Underway**

- Climate Action Plan (Summer 2022)
- Strategic Plan Update (Q1 2023)
- Transportation System Plan Update (Summer 2023) – this will serve as the foundation for the Transportation Element of the Comprehensive Plan
- New responses to Houselessness, including Safe Stay Communities
- Diversity, Equity & Inclusion (DEI) Strategic Plan
- Interstate Bridge Replacement Program (IBRP)

**Adopted or Substantially Completed**

- Parks, Recreation and Cultural Services Comprehensive Plan – this will serve as the foundation for the Parks Element of the Comprehensive Plan
- Reside Vancouver – An Anti-Displacement Strategy
- Fourth Plain Forward Action Plan
- The Heights District Plan
- C-Tran current and future high-capacity transit investments and associated equitable transit investment strategy

Additionally, the overall approach taken will need to be consistent with other adopted regional policies and plans, including Southwest Washington Regional Transportation Council’s (RTC) Regional Transportation Plan (RTP), C-Tran’s Transit Development Plan (TDP), Clark County’s Comprehensive Plan and population and employment forecasts for the Vancouver Urban Growth Area, and respond to Oregon Metro’s 2040 Regional Growth Concept update.

#### **D. Scope of Work**

The overall scope of services to be delivered by the selected respondent is broken down into the following categories, tasks, and subtasks:

##### **Project Management**

The selected respondent will be responsible for overseeing the delivery and execution of all tasks contained within this scope of work. One of the City's senior planners will be designated as the project manager and primary staff liaison to the selected respondent, with the Deputy Director of Community Development playing a major role in overseeing execution of the project. Other City departments and staff will engage with the respondent as necessary and in varying capacities throughout the duration of the project. The City has the following expectations of the selected respondent as it pertains to overall project management:

1. Regular Check-in Meetings. The selected respondent shall participate in check-in meetings occurring twice monthly, with the City representative(s) for the duration of the contract. The check-in meetings are intended to provide the vendor and the City dedicated time to address ongoing project management needs and status updates throughout the life of the project.
2. Meeting Summaries and Minutes. The respondent shall be responsible for preparing a summary and next steps document for all regularly scheduled meetings that occur during the project. They shall also be responsible for preparing detailed meeting summaries for all external agency and stakeholder meetings, community-wide meetings, and advisory committee or working group meetings that occur during the project.
3. Progress Reports and Invoices. Progress reports are a formal accounting of progress made towards completing the project. Progress reports should be submitted monthly in a format approved by the City and include a description of the work completed during that time period, and status of the overall project tasks. Invoices should be submitted monthly in a format approved by the City. They should align with the progress report for that month and include costs per task as well as a total of all costs spent to date on the contract. Progress reports and invoices should be submitted concurrently and may be integrated into one document.
4. Record retention and management, and communication methods. The respondent shall be responsible for providing and maintaining an accessible method to access iterative and final work products, meeting summaries and minutes, progress reports and invoices, and manage communications between City Staff and the respondent team. Examples may include but are not limited to FTP sites, Microsoft Teams, Asana, Miro, Trello, Monday.com, Airtable or any other combination of methods that is suitable to meet the needs of the project scope and approved by City project and Information Technology staff.

5. Work Plan. The respondent shall be responsible for submitting an overall project work plan to be approved by the City, that is reflective of the requested deliverables within this scope of work. The work plan should include at a minimum:
  - Identified project milestones
  - Anticipated deliverable dates
  - Identification of internal City Staff resources and external agency participation needed for feedback and input during each phase of the project, with guidance from City Staff.
6. Elected Boards and Commissions, External Stakeholders, and Public Interaction. The respondent will be asked to engage with the City Council and members of appointed Boards and Commissions, stakeholder groups, advisory groups, external agency partners, and the general public at varying scales of intensity and frequency during the process. This includes but is not limited to work sessions with the City's Transportation and Mobility Commission (TMC), Planning Commission, Parks and Recreation Advisory Committee, and City Council.
7. Final Adoption of Works. Adoption of 1) an updated Comprehensive Plan and 2) modifications to Vancouver Municipal Code (VMC) Title 20 Land Use and Development required for this project, and approval by Ordinance as outlined in the City Charter. The respondent will be asked to participate in and assist with the preparation of presentation materials for associated public hearings with the City's Planning Commission, other Boards and Commissions as appropriate, and City Council during the adoption process. All iterative and final work product produced as part for the planning process will be owned and controlled by the City of Vancouver.

### **Task 1: Community Partnership, Engagement, Involvement, and Co-Creation**

The City intends to develop an ongoing, iterative and co-creative process with community members to lead the work identified in this scope. The City recognizes that the extent to which this process can deliver equitable outcomes and build trust in the community is highly dependent on how the process is designed. To ensure the final comprehensive plan tangibly integrates community input, it will be important to develop a strategic engagement approach that establishes relationship building with community members, rather than extractive engagement approaches that focus solely on obtaining information from respondents. The approach should prioritize efforts that have an increasing level of impact on overall outcomes to occur early enough in the process that major decision-making milestones do not occur before key relationships can weigh in or determine outcomes. The overall engagement approach should aim to achieve the following:

- Establish clear expectations about what level of influence a community member or stakeholder's feedback will have on the overall process.
- Account for the potential power dynamics of various stakeholder groups, community forums, and other methods of obtaining, receiving, and incorporating community input,



how they may suppress valuable community feedback, and attempt to establish methods that account for this within the planning process.

- Establish concrete mechanisms for community accountability during plan development, implementation, and long term plan evaluation – how can the community play an ownership role in advancing the plan’s outcomes in the future?
- Have humility towards community knowledge bases and recognize that community members are subject matter experts on their individual lived experiences, and provide compensation for time and input provided to the process, especially for low income residents, Black, Indigenous, People of Color (BIPOC), individuals with disabilities, elders and youth, and others who have been historically excluded from and underserved by planning processes.
- Provide opportunities for education, clarification, and understanding of subject matter issues with community members in a clear and accessible manner.

### Task 1 Deliverables

1. An overall project engagement strategy, to be reviewed and approved by City Staff, which should contain the following at a minimum:
  - a. Compliance with requirements under [RCW 36.70A.035](#)
  - b. A detailed description of how the respondent plans to engage members of the public, community organizations, non-profits, external partners, regulatory agencies, and special districts, in collaboration with City staff.
  - c. The public engagement structures proposed to be utilized during the process, including quantity, makeup, frequency of occurrence, and recommended compensation levels and methods. Potential structures could include, but are not limited to:
    - i. Technical Advisory Committees or working groups
    - ii. Steering Groups
    - iii. Community liaison structures or paid community advisors
    - iv. Ongoing stakeholder working groups
    - v. Community-wide meetings or engagement efforts
    - vi. Small group discussions and focus groups
  - d. Timeline for executing overall engagement strategy (to be consistent with tasks 2, 3 and 4)
  - e. A detailed process for prioritizing insights collected from disproportionately impacted, under-represented and historically excluded or marginalized (DI) community members.
  - f. Overall methodology for how community engagement insights will be collected and evaluated.
2. Public communication materials necessary to conduct identified engagement efforts, including materials and content for stakeholder and community wide meetings, virtual and in-person as appropriate.

3. Written summary and analysis of completed project community engagement to be provided to participants, stakeholders, policymakers and other interested parties as part of review and adoption of updated policies and code standards
4. A final community engagement summary that contains the following elements:
  - a. An overall assessment of public feedback and data collected during the update process
  - b. A detailed evaluation of exactly how public feedback received during the process influenced the final plan elements and outcomes

## **Task 2: Comprehensive Plan Update**

The selected respondent will be responsible for leading the City through the process of periodic review under the Growth Management Act. The respondent will be expected to work directly with the City to develop the following:

- Principles – the plan’s overall strategy, which includes the goals, objectives and policies contained within it.
- Processes – the activities that take place during the creation and formation of the plan and defining the way in which the effort is carried out.
- Attributes – development of the content, characteristics, and all other designed components of the plan, how the plan is organized, and how it reads to its intended users.
- Implementation – the specific strategy established to activate the plan’s principles, and measure and track progress in achieving the intended outcomes over time.

With the intent of developing an iterative and co-creative process with the community, the Comprehensive Plan task is broken down into several elements that will serve as a starting point for the overall process. These elements are based on identified policy issues with significant public interest, as well as legally mandated plan elements and chapters required under the Growth Management Act. Rather than thematic organization of these tasks in the final document (ex: Housing Chapter, Climate Chapter, Utilities Chapter etc.) the plan attributes should be organized into chapters based on categories that are easy, meaningful, and accessible to the general public, and account for the interrelationship of these elements with one another. The final comprehensive plan document and all tools and methods used for public facing community engagement shall be developed under a common design theme or brand that is visually compelling, clear to its intended reader and audience, and compliant with the City’s adopted style and writing guide. These chapters should each contain a vision, identify their own goals and policies, and identify implementation measures that relate to deliverables under Task 3 (Land Use and Development Code Updates) and Task 4 (Implementation). The overall plan vision will need to be reflective of City Council and community core values, and the respondent will be asked to work closely with the ongoing Strategic Plan Update and Transportation System Plan Update process to ensure alignment exists between the high-level values established in these processes.

Is it intended that additional areas of focus, concern, or re-evaluation of contemplated plan elements, plan organization, and accompanying work product may shift as reasonable and practicable based on community engagement efforts described in Task 1. The City expects the selected respondent to provide subject matter expertise and recommendations as necessary to identify any additional project elements, strategies, or approaches not explicitly outlined within this scope, in order to meet the overall intent of this effort. This may include modifying the approach to evaluate additional elements or focus areas, analyses, and engagement methods at the discretion of the City, so long that the identified plan elements comply with [RCW 36.70A.070](#).

#### Task 2 Elements

- Land Use + Development (see task 2a)
- Housing (see task 2b)
- Equity (see task 2c)
- Climate, Environment, Community Health, Sustainability and Resiliency (see task 2d)
- Infrastructure, Public Facilities and Services, Utilities, and Ports
- Transportation and Mobility
- Parks, Recreation, Open Space, and Community Well-Being
- Economic Development and Opportunity

#### Task 2 Data Needs.

1. A comprehensive review of all existing City plans, policies, procedures and regulations aimed at understanding how they relate to the Comprehensive Plan, and any differences or tensions within high level guiding goals and principles that need to be addressed and resolved within the Plan.
2. An inventory and analysis of Census and American Community Survey data and other publicly and privately available data sources to understand key community demographic and community health trends, changes in demographics over time, and identify key metrics for monitoring overall plan progress.
3. Development of a geospatial database containing both two- and three-dimensional capabilities that can be utilized by City Staff and the respondent to holistically evaluate data generated throughout the comprehensive plan update process. It is desired that the database would be utilized to help members of the public understand outcomes from proposed development regulations and growth scenarios, such as form, scale, intensity, spatial distribution, appearance, and design. This could occur both through in-person engagement events or soliciting feedback and input online. Platforms may include ArcGIS Urban, City Engine, Urban Footprint, or other alternatives.

#### Task 2 Deliverables.

1. Final comprehensive plan document (digital and hard copy formats), containing goals, objectives and policies for each plan element.

2. Appendices to the primary comprehensive plan document. This may include charts, graphs, analyses, technical memos, best practices research and information removed from the primary document for clarity and readability purposes, and components of the SEPA evaluation under task 5 as necessary.
3. An executive summary of the plan, intended to be accessible to broad, non-technical audiences.
4. Digital version of plan, interactive maps, data dashboards or other relevant digital content to be hosted for public consumption on either the City's website or a standalone site, as appropriate.

### **Task 2a: Land Use + Development**

One of the primary components of the comprehensive plan update will be to re-evaluate the existing plan's centers and corridors framework and develop a strategy that is responsive to community needs and aligned with core policy objectives in other areas of the plan (for example: climate, equity). The City is looking for this strategy to accomplish the following:

- Establish a place-specific approach to supporting both major residential and employment growth nodes, commercial corridors, as well as smaller neighborhood-centric focus areas within the City. These focus areas should define the mixture of places and services that residents should have access to within a 15-minute walkshed and within each node, and a range of housing typologies, mix of land uses, and inclusionary housing opportunities.
- Establish residential density thresholds needed to accommodate growth in alignment with climate goals, support the viability of commercial services and retail opportunities, ensure reliable and frequent public transportation options, and maintain the ability of the City to provide public infrastructure and municipal services to its residents in a sustainable manner as it continues to grow. Density thresholds will need to be consistent with adopted growth forecasts and the applicable Buildable Lands Program under RCW 36.70a.215.
- Foster the development of land use patterns that support active transportation modes as the most viable and preferred option for commute trips and secondary trips, meeting overall mobility and accessibility needs in the community, reduce auto-dependency, and lead to community-wide reductions in vehicle miles traveled (VMT) and transportation related greenhouse gas emissions.
- Apply a logical approach to the spatial distribution, strategic placement, and potential integration of residential, commercial, industrial, and other land uses necessary to meet the City's equity, climate and safety goals.
- Establish methods for creative placemaking, and the thoughtful integration of urban parks, plazas, public art, open space and trail systems into the designated growth framework, with sustainable long-term approaches to financing the acquisition, development and maintenance of these facilities.
- Account for and guide growth occurring within the unincorporated Vancouver Urban Growth Area in a logical manner and develop a cohesive approach to annexation that informs the plan's overall principles.

- Establish a specific strategy for continued housing and employment growth within Downtown Vancouver, desired urban design outcomes, and the proportion of high-density urban development and amenities contained within the downtown area, compared to future growth nodes in the City. This strategy will build off existing planning work and City policies, include a node-specific focus on west downtown, and serve as the foundation for future modifications to the existing Vancouver City Center Vision & Subarea Plan and planned action EIS.
- Successfully integrate with, and be informed by, policy direction established within the City's Transportation System Plan.

This subtask will require a number of data needs and analyses that should be reflected within the final deliverables.

#### Task 2a Data Needs

1. An alternatives analysis of at least three potential land use frameworks, compared against a "no action alternative", and the identification of a preferred alternative based on this analysis, in compliance with the State Environmental Policy Act (SEPA).
2. Visual representations of urban form options for varying densities and mixes of uses associated with each framework alternative.
3. An analysis of the performance and function of existing commercial, office, and industrial lands within the City, and what changes will need to occur specific to each to support the plan's identified land use framework.
4. An analysis of commercial, office and industrial land use trends over the last 20 years, and projection of future land use needs in each of these respective categories.
5. An analysis of the City's existing parking supply, existing demand, and projected future demand based on land use, neighborhood, underlying urban form, and potential changes in mode split based on the plan's identified land use, climate, and transportation frameworks.
6. Evaluate opportunities for Transit Oriented Development associated with planned transportation system improvements, including ongoing and future investment in C-Tran's Bus Rapid Transit (BRT) network and Light Rail Transit (LRT) constructed by the Interstate Bridge Replacement Program.
7. An analysis of the pro-forma inputs into commercial and industrial development costs, and how they relate to site design considerations (optimal site sizing, placement, frontage requirements, etc.).

#### Task 2a Deliverables

1. Updated Comprehensive Land Use Map, containing the plan's overall land use vision and framework, applied city-wide on an individual property basis. The map will identify key growth nodes and corridors for the City to build and establish policies around, that integrate with the other key elements requested in this scope. The map shall be based on a logical and defensible assessment of buildable land inventory within the City and its

urban growth boundary, growth projections and assumptions established in the plan, as well as all other relevant inputs from the plan's principles.

2. Definition of land use designations identified in the Comprehensive Land Use Map, with general intent of the designation and corresponding City Zoning Districts
3. Perform an update to the City's Annexation Blueprint plan, to contain a formalized strategy for annexation of lands within the Vancouver Urban Growth Area which integrates with the overall land use vision established in this task. Outcomes and guidance on this task will be based on ongoing dialogue and direction from both City and County Staff and Leadership.

### **Task 2b: Housing**

Housing affordability, and the overall supply of housing as the community grows, is an ongoing challenge that most directly impacts low to moderate income households and has contributed to increased displacement of cost burdened households and a lack of housing security for many community members. To respond to this increasingly prevalent issue and comply with recently modified state regulatory requirements, an overall housing strategy will be established that aims to increase overall housing supply and affordability within the community for populations most vulnerable to displacement and gentrification. This approach should incorporate and build off the City's existing approach, define a clear and concise vision for housing that is context sensitive and responsive to community needs, while contemplating all potential policy tools, strategies, and methods available. This includes but is not limited to financial or regulatory incentives, allowance of additional housing types currently prohibited by City zoning standards or not being delivered by the private market, the allowance of other housing types within primarily single-family zoning districts (i.e. Middle Housing), affordable housing policies, and voluntary inclusionary zoning measures.

### **Task 2b Data Needs**

1. An inventory and analysis of existing and projected housing units necessary to manage projected growth in the community, broken down into the following categories:
  - a. Units for moderate, low, very low, and extremely low-income households;
  - b. Emergency housing, emergency shelters, and permanent supportive housing.
2. An assessment of housing trends in the Portland-Vancouver- Hillsboro MSA, Clark County, the City of Vancouver, and the Vancouver Urban Growth Boundary.
3. An assessment of the pro-forma inputs into housing costs (land acquisition, construction, building materials, off-street parking requirements, entitlement costs and impact fees, etc.), analyzed by housing type (single family, middle housing, multifamily, accessory dwelling), based on current and projected future market conditions within the City of Vancouver, and a comparison to how these factors compare to regional and national precedents.

4. An assessment of residential price points broken down by new construction versus existing stock, by housing type and size, and by ownership status, and how these trends have changed over time.
5. An assessment of how missing middle housing (duplex, triplex, townhomes, stacked flats and other multi-family housing typologies), or other underutilized, unconventional, or alternative housing types within the City can support overall housing goals within sufficient land capacity.
6. An assessment of potential land use and development code and zoning map changes that may be needed to meet projected housing needs described above in subtask 1.
7. An analysis of racially disparate impacts in housing policy and regulation, for compliance with requirements under [House Bill 1220](#).

### Task 2b Deliverables

1. A plan element that successfully incorporates the goals of this subtask and is fully compliant with requirements under RCW 36.70a.070(2), and cohesively integrates into all other aspects of the final, adopted comprehensive plan. This element shall include creative, innovative, and forward-thinking strategies to deliver the additional housing supply needed for the City to meet its established goals. This may include financial, regulatory, incentivization, building materials, construction methods, design methods, expanded housing typologies and other potential strategies.
2. A housing needs assessment based on data generated in this subtask.
3. A public facing housing data dashboard that provides City staff and members of the public ongoing data about the City's progress in meeting its overall housing goals.
4. Establishment of definitional language within overall housing strategy, to provide clarity during the implementation process between various City departments, and between City staff and the public.

### **Task 2c: Equity**

It is essential that the respondent's approach is designed and executed with equity as a central focus, to ensure that the plan update is reflective of City Council's stated goal of prioritizing of equity and inclusion within the City. The plan will need to acknowledge systemic issues that continue to perpetuate inequities based on race, ethnicity, national origin, income, gender, age, household composition and other identity factors in our society, and the role that historic government actions have played in fostering these outcomes and contemplate practical and effective solutions to address them within our community. The overall approach should aim to accomplish the following:

- Foster outcomes that promote the wellbeing, vitality, prosperity, and quality of life for all community members.
- Improve process equity within City functions related to the built and natural environment.
- Build off of, integrate with, and further ongoing equitable development work currently being conducted by the City, and be developed in close partnership with the City's office of Diversity, Equity, and Inclusion, and align with the City's DEI Strategic Plan.

- Account for equitable outcomes within the transportation system, and build off of the work that C-Tran and the City have made towards developing an equitable multimodal and public transportation network in the community.

#### Task 2c Data Needs

1. Identification of populations most directly vulnerable and impacted from potential policy outcomes associated with this planning effort, building off previous work conducted during the Reside Vancouver Plan, Fourth Plain Forward Plan, the Heights Equitable Development Strategy, and the City's Equity Index and Displacement Risk Assessment Tools.
2. An examination of both the intentional and unintentional net benefit or harm that plan goals, strategies, policies and outcomes may have on identified community members.
3. Evaluation of historic barriers to wealth creation, upward mobility, and access to opportunity within the City of Vancouver based on race, ethnicity, national origin, gender, age, household composition, and other identity factors.
4. Review and assessment of best practices for engaging disproportionately impacted and historically marginalized community members in public processes.
5. Integrate strategies and tools identified in existing equitable development policy documents, including the City's Equitable Transportation Investment Strategy and the Heights District Equitable Development Strategy.

#### Task 2c Deliverables

1. Successful incorporation of the goals and data developed from this subtask into all aspects of the overall engagement strategy developed in task 1, and the final, adopted comprehensive plan. Creation of a standalone element may also be delivered depending on the overall approach, policy direction from the City, or professional recommendation from the respondent.

#### **Task 2d: Climate, Environment, Community Health, Sustainability and Resiliency**

Recognizing the relationship between a rapidly changing climate and the livability, resiliency, and sustainability of the community, an emphasis has been placed on integrating a strong climate action strategy into all aspects of the City's operations and planning. Integrating the comprehensive plan update process with the ongoing development of the City's Climate Action Plan (CAP) will be necessary to ensure the land use vision articulated in the Comprehensive Plan and operationalized in updates to the zoning code as well as other implementation steps are guided by the City's target of 100% reduction in local GHG emissions by 2040. The respondent will need to incorporate best practices, strategies and approaches in climate action planning, environmental planning, environmental justice, resiliency planning, and planning for human health and well-being into the overall approach. This approach should be designed to achieve the following:



- Ensure no population group is disproportionately impacted by the localized impacts of climate change, avoid creating or worsening environmental health disparities, and provide opportunities for vulnerable communities to benefit from improvements associated with addressing climate change.
- Deliver strategies and land use outcomes that further the mitigation of, and adaptation to a changing climate, prepare for climate impact scenarios, foster resiliency to climate impacts and natural hazards, and protect environmental, social, economic, human health and safety.
- Recognize the role that past and current systems (energy production and distribution, water, stormwater, fossil fuels, food, materials, waste, and monetary) have on the natural environment, and develop concepts, strategies, and approaches designed to *interface* our systems with the natural environment, rather than exist separately from, or negatively impact it. Manage growth and development of the built environment while sustaining or enhancing the processes and functions of the natural environment.
- Establish specific measures that result in reductions in overall GHG emissions from the transportation and land use sectors needed to meet the emission reductions target established in the City’s Climate Action Plan and requirements under state law.
- Account for ongoing growth and development within Vancouver’s Urban Growth Area (VUGA), and how it relates to the City’s strategy of meeting its emission reduction and environmental management goals, and appropriately interfacing with the updated annexation plan developed as part of this process.
- Account for the relationship between community-wide GHG emissions, land use, and the overall transportation system, and result in reduced community Vehicle Miles Traveled (VMT) and transportation-related GHG emissions.
- Strategically integrate green infrastructure and the utilization of parks and open space to improve ecosystem functions, stormwater management and treatment, reduce the impacts of heat stress, improve local air quality, sequester carbon, and enhance community health and wellbeing.

#### Task 2d Data Needs

1. Modeled GHG reductions resulting from each land use framework alternative identified in task 2a. Each estimate shall use 2007 emission levels as the baseline year for this analysis, with 2040 as the projection year.
2. An assessment of urban form changes, density targets, potential modifications to the City’s public right-of-way configuration and overall transportation network, and other best practices that would be needed to support community wide GHG reduction goals.
3. Identification of natural areas resilient to climate impacts, and vital habitats for pollinator and endemic as well as adaptive species and key migration routes.
4. Inventory of publicly available data sources on Criteria Pollutants, Hazardous Air Pollutants, and other air pollutant levels within the community.

#### Task 2d Deliverables

1. A plan element that successfully incorporates the goals of this subtask, and cohesively integrates into all other aspects of the final, adopted comprehensive plan.

### **Task 2e: Economic Opportunity**

It is essential that the comprehensive plan update considers a thoughtful and holistic approach to economic development, how the City's land use and growth strategy informs economic opportunity and who has access to such opportunities and the benefits generated by economic growth resulting from public and private investment. The respondent will need to be able to evaluate traditional and innovative approaches to economic development through an equity lens, and develop solutions that intentionally seek to provide equitable public benefit and increase access to opportunity for all residents in the community. The overall approach should aim to accomplish the following:

- Cohesively integrate economic development with access to equitable opportunity, and ensure the benefits of growth and progress are distributed equally.
- Incorporate strategies to shift local economic activity to regenerative processes with holistic production and consumption cycles, and consider sustainable and environmentally friendly outcomes within the overall approach.
- Support existing businesses startup, growth and retention and reduce displacement risk.
- Support entrepreneurship, workforce development, and equitable access to economic opportunity in the community.
- Support the development of infrastructure that attracts community investment and partnership opportunities.

### Task 2e Data Needs

1. Analysis of public and private data sources related to economic activity and prosperity, employment, business creation and retention, entrepreneurship, investment flows, access to capital, and income levels in the community.

### Task 2e Deliverables

1. An element covering economic opportunity, which builds off priorities established in task 1, the overall land use vision and strategy established in task 2a, and the data and analysis derived from this subtask. This element shall contain the minimum requirements noted under RCW 36.70a.070(7), and be integrated closely with the overall equity strategy defined in task 2c.
2. A strategic plan to guide the City's economic development actions within the context of the regional economic development strategy adopted by the Columbia River Economic Development Council (CREDC). The plan should highlight the City's role in supporting small businesses and entrepreneurs, with an emphasis on strategies for strengthening the environment for BIPOC and women-owned businesses and businesses that provide living wage opportunities for Vancouver residents.

## **Task 2f: Other Elements**

This subtask reflects all other potential plan elements not covered in subtasks 2a-2d, that are either 1) legally required under the Growth Management Act, 2) emerge as a priority through the co-creative and iterative policy design process with community members, or 3) are a professional recommendation of the selected respondent.

### Task 2f Data Needs

1. Forecasted needs for capital facilities based on the preferred land use scenario alternative identified in task 2a.
2. All other potential data needed to support potential plan elements and ongoing monitoring under this subtask.

### Task 2f Deliverables

1. Successful incorporation of the goals and data developed from this subtask into all aspects of the final, adopted comprehensive plan.
2. An element consisting of requirements for transportation under RCW 36.70a.070(6), that successfully integrates the in-progress Transportation System Plan (TSP) update, and thoughtfully accounts for the intersection between transportation, land use, GHG emissions, access to economic opportunity, and environmental impacts.
3. A Capital Facilities plan consisting of requirements under RCW 36.70a.070(3), that provides an inventory of existing capital facilities and an adequate forecasting of future facility needs with an identified financing plan, that supports sustainable long term asset management, deploys strategies to improve the resiliency of the community's infrastructure, adapts to the localized impacts of climate change, and can support the overall land use vision and growth strategy that is established within the Comprehensive plan. Capital Facilities included in this plan shall include at a minimum, the statutory definition of "*Capital Facilities*" within Washington Administrative Code Section 365-195-315(2)a. The plan should be consistent with current policy direction and existing strategic planning efforts for public utilities in the City, and prioritize the following:
  - a. Improve water and air quality for better public health and environmental protection
  - b. Provide capacity to support projected population growth and economic vitality
  - c. Improve natural areas and community livability
  - d. Reduce flooding, seismic, and security risks, including those associated with climate change
  - e. Effectively manage stormwater flows
  - f. Replace aging infrastructure
  - g. Identify more sustainable practices that beneficially utilize existing resources

The capital facilities plan shall also provide high level cost estimates of capital facilities needed to support the three potential land use frameworks identified in task 2a, prior to commencement of the draft Environmental Impact Statement (DEIS) stage under task 5.

4. An element consisting of requirements for parks and recreation under RCW 36.70a.070(8) that furthers the City's recently adopted Parks, Recreation and Cultural Services Comprehensive Plan, mobilizes strategies to integrate exceptional facilities into key growth nodes for the City, and implements required parks and recreation facilities established under the capital facilities plan. Funding for parks and recreation facilities shall be considered as a component of the capital facilities forecast under section 3 above, and shall include a financial analysis of Non-Residential Park Impact Fees as a sustainable long term funding method for the delivery of such facilities.

### **Task 3: Land Use and Development Code Update**

In addition to delivery of a final comprehensive plan, the respondent shall provide, or subcontract with an additional vendor to comprehensively update the City's Land Use and Development Code ([Title 20 of the Vancouver Municipal Code](#)) as necessary to execute short to mid-term implementation of the vision, goals, and policies of the plan. The City expects the drafted Land Use and Development Code regulations to meet the following requirements:

- Contain clear and concise language, and clearly emphasizes the intent behind each regulation.
- Provides a friendly user experience, and can be easily and accurately interpreted by the general public, the development community, community nonprofit organizations, and other applicable parties.
- Be organized in a logical and efficient manner.
- Utilize principles of form-based land use regulation, rather than traditional Euclidian methods that primarily focus on separation of land uses.
- Contributes to high quality urban design outcomes in the community.
- Accurately reflect the overall vision and goals instituted within the Comprehensive Plan.
- Effectively mobilizes the plan's short to mid-term implementation strategy.
- Comply with all applicable local, state and federal laws and regulations.
- Identifies and resolves any overriding conflicts with existing regulations within the Vancouver Municipal Code.

It is expected that the respondent will conduct outreach with technical partners, external regulatory agencies and special districts, and the general public on draft code language and overall regulation concepts. Commencement of work on the deliverables in Task 3 may occur prior to the adoption of the Comprehensive Plan and may be combined with community engagement and outreach efforts included with that task if done in a logical manner.

#### Task 3 Data Needs.

1. An overall audit of the City's Land Use and Development Code, evaluating existing strengths, weaknesses, and opportunities as it pertains to implementing the overall strategy identified in the Comprehensive Plan update.

2. Evaluation of existing development impact fee structures, and the viability and sustainability of these structures in meeting the overall land use strategy and vision established within the plan, within the constraints of applicable state law and regulation.
3. A set of recommendations provided by the respondent, resulting from the audit, and necessary changes needed to implement the short to mid-term goals and strategies of the comprehensive plan.

#### Task 3 Deliverables

1. Fully updated Title 20 code language, reflective of technical feedback and public input received during the update process.
2. An annotated summary of public comment received during the ordinance update process, describing how the draft ordinance was modified based on input received.

#### **Task 4: Implementation**

The selected respondent shall be responsible for developing a detailed implementation strategy to activate the goals and policies established under Task 2. The strategy shall differentiate between implementation items that will be covered under the Title 20 Code Update in Task 3 and those that will occur under separate efforts. Recommended implementation measures should account for the fiscal, political, resource, and capacity constraints the City may have in pursuing any individual strategy, rank measures on a short, medium, and long term timeframe, and assign value to each implementation item based on effort, risk, alignment with City priorities, and potential benefit and impact. The implementation elements shall be organized and correspond to each chapter within the plan, and may be embedded within each chapter or be included as a standalone appendix, based on the professional recommendation of the respondent and consultation with City staff.

#### Task 4 Data Needs.

1. Research into availability of data sources, and reliability of data sources for tracking and measuring ongoing implementation of the plan.

#### Task 4 Deliverables

1. A final implementation strategy (can be included within the final comprehensive plan document or as an appendix), that includes a final set of recommendations needed to implement the plan developed under task 2. The strategy will include an overall list of Best Practices and known strategies that the City can mobilize to activate the plan's strategy and appropriately connect them to departments and work groups within the City.
2. List of implementation metrics, which will be used to assist staff and the general public to track and measure ongoing progress of the plan's implementation over time.

#### **Task 5: Environmental Impact Statement**

It is anticipated that the work identified in this scope will trigger an Environmental Impact Statement (EIS) under the Washington State Environmental Policy Act (SEPA). The selected consultant shall assist the City as the lead agency in preparation of all functions and responsibilities necessary to comply with SEPA requirement as it pertains to the adoption of both the Comprehensive Plan Update and update to the City's Land Use and Development Code. This includes but is not limited to: 1) coordination of the Environmental Impact Statement (EIS) scoping process, 2) completion of a Draft Environmental Impact Statement (DEIS), 3) coordinating the public comment process on the DEIS, 4) reviewing and responding to public comments received on the DEIS, 5) preparation of a Final Environmental Impact Statement (FEIS), and if necessary 6) assisting with any SEPA related appeals. The land use framework alternatives described under task 2a shall be equivalent to the alternatives evaluated under the SEPA process.

#### Task 5 Deliverables

1. Plan, coordinate, and participate in all required SEPA EIS scoping meetings and public comment meetings on the draft EIS
2. Assist in identifying scoped impacts and issues associated with developed alternatives and the non-project action identified in task 2a, and identifying additional information, studies, or efforts needed to adequately develop a scope for the EIS.
3. Review public comments on the EIS scope and Draft EIS and coordinate responses.
4. Assemble all necessary project documentation required to comply with SEPA within an Final Environmental Impact Statement for the updated Comprehensive Plan.
5. Coordinate with Washington Departments of Ecology and Commerce and additional regulatory entities as necessary to execute the SEPA process.

#### **Budget**

The City will allocate budget for this project in alignment with the contract approved by the City Council. No total budget has been set for this project, but budget will be a component of the City's review process and contract finalization with the selected consultant team will be dependent on agreement on a final scope, timeline and budget, with additional details to be determined post selection process but prior taking a complete contract to the City Council for approval.

#### **Project Timeline and Process**

The Washington Growth Management Act will require completion of the periodic review process and corresponding updates to the Comprehensive Plan and City's Land Use and Development Code to be adopted prior to June 30, 2025. The City understands the need to allow flexibility in the project timeline for a project of this scale and nature, and has provided the following as a general outline for the overall project schedule:

- November / December 2022: Project kickoff meeting.
- April, 2023: Formation and recruitment of technical advisory groups, community liaison structures, steering groups, or other frequently occurring community engagement structures (Task 1) substantially completed.
- Q2, 2024: Substantial completion and delivery of a draft comprehensive plan and implementation strategy to City Staff for review.
- Q3, 2024: Release Draft EIS (Task 5).
- Q3, 2024: Delivery of draft code language (Task 3) to City Staff for review.
- Q1, 2025: Target delivery date for Final EIS (Task 5).

**E. Approximate RFP Selection Timeline**

RFP Issued:	July 15, 2022
<b>Pre-Proposal Meeting:</b>	<b>August 3, 2022</b>
Questions Due:	August 12, 2022
Final Addendum Issued:	August 17, 2022
<b>PROPOSALS DUE:</b>	<b>August 24, 2022</b>
Expected Notice to Proceed	October, 2022

**F. Addendum**

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

**G. Information**

Questions or Requests for Clarification must be sent to Josh Francis, Procurement Specialist, via email to [Joshua.Francis@cityofvancouver.us](mailto:Joshua.Francis@cityofvancouver.us) and be received by **4:00 p.m. on 08/12/2022**. Incomplete or late inquiries may not be considered. If required, an addendum addressing these matters will be issued by no later than **5:00 p.m. on 08/17/2022**.

**H. General Information Form**

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

**SECTION 2: PROPOSAL SUBMITTAL AND EVALUATION INFORMATION**

**GENERAL INFORMATION FORM**

**RFP# 34-22 COMPREHENSIVE PLAN UPDATE & TITLE 20 LAND USE CODE UPDATE**

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

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

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

**NOTE:** It is the sole responsibility of the Consultant to learn of Addenda, if any. Such information may be obtained at [cityofvancouver.bonfirehub.com](http://cityofvancouver.bonfirehub.com).



**A. Submittal Requirements & Procedure**

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

- Proposals can be submitted via the Procurement Portal or in hard copy through USPS, FedEx or UPS. Proposals submitted electronically do not need to be submitted in hard copy.
- Proposers submitting in person or through a courier, UPS, USPS, or FedEx are to provide: **1** signed, original copy of Proposal and; **1** electronic copy of Proposal - **USB thumb drive** (MS Word, MS Excel compatible or pdf files)
- Page size: **8.5" x 11"**
- Minimum font size: **12** point
- Maximum number of pages: **25** double sided (**50** single sided)
  - **INCLUDED** in the page count: Evaluation Criteria responses, charts, graphs, pictures, resumes, samples of previous work products if requested, and all other text.
  - **NOT INCLUDED** in the page count: General Information Form (**Failure to submit this Form may render the proposal non-responsive and therefore void**), section dividers, and front and back cover.

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

**RFP# 34-22 COMPREHENSIVE PLAN UPDATE & TITLE 20 LAND USE CODE UPDATE**

- Responses due no later than: **3:00 P.M. (Pacific Time), Wednesday, 08/24/2022.**

Proposers may submit proposals online through the City of Vancouver’s Procurement Portal [cityofvancouver.bonfirehub.com](http://cityofvancouver.bonfirehub.com). Instructions on how to submit through the portal are available through the help function within the website.

**Delivery Address:**

(In Person, Courier, UPS or FedEx)  
Procurement Services Manager  
City of Vancouver  
Customer Service Desk  
1<sup>st</sup> floor lobby  
415 W. 6<sup>th</sup> Street  
Vancouver, WA 98660

**Mailing Address:**

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

- All proposals must be delivered **AND** received by Procurement Services by the time/date listed.

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

## **B. Evaluation Process**

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

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

## **C. Evaluation Criteria**

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

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

Each proposal shall include:

**1. Project Approach and Understanding:** Information under this section should include, but not be limited to, your understanding of the City’s requirements, and a proposed project schedule and your firm’s approach:

- a. Demonstrate a clear understanding of the project by providing a concise, description of how you propose to approach each task and all sub-tasks identified in this RFP.
- b. Provide a detailed description of proposed services and the means and methods to be used to accomplish the tasks identified in the Project Scope section. This work plan will detail team assignments and narratives of work approach and work force, and schedule of activities with time allocations.
- c. Provide a detailed description of the firm’s approach to overall project management, allocation of resources, and integration of all activities required by the Project Scope.
- d. Provide details describing lines of authority and responsibility, and how your firm will respond proactively to problems and changes to the Project Scope.

**2. Desired Proposer Capabilities, Characteristics, and Qualifications:** Given the broad and wide-reaching nature of this work, the City is encouraging the formation of multi-disciplinary consulting teams with a wide range of backgrounds, skills, perspectives, knowledge of our community, and professional and lived experiences. Project teams will be evaluated based on their ability to demonstrate the following:

- a. Previous experience developing or familiarity with Comprehensive Plans (in either the State of Washington or at a national scale).
- b. Experience working under the Washington State Growth Management Act and State Environmental Policy Act, and a comprehensive understanding of the legal requirements of these regulations.
- c. Significant overall project management experience and a track record of success overseeing complex and interdependent scopes of work within the consultant project management team, including expertise facilitating engagement with a wide range of diverse internal and external community stakeholders, as well as the general public.
- d. Skilled facilitation capacity, with the ability to hold meaningful and accessible conversation with community members, policymakers, agency and regulatory partners, and advisory boards and committees, and take technical or complicated issues and discuss them in clear, plain language.

- e. A fundamental understanding of the intentional and unintentional ways past planning and decision-making processes harmed BIPOC, low income, and other underrepresented or marginalized community groups, and a demonstrable ability to co-create new ways of engaging with community members that result in equitable outcomes and do not perpetuate or reproduce past harm.
- f. The ability to develop a visually compelling, easy to understand, meaningful and concise final document and iterative works, and the ability to deploy a variety of digital and non-digital methods to receive input and communicate findings with interested parties

Within the response to this RFP, provide an overview of the proposed project team’s ability to meet the desired capabilities, characteristics, and qualifications (a-f) listed above, and any other information the proposer feels would assist the City in the evaluation process.

- Provide description of all companies, firms, and other entities that will be part of the proposed project team; include number of years in business, organization size, experience, specialties, etc.
- Provide the name and address of any additional sub-consultants that may perform work under this contract and what services they may provide. Include information about their pertinent experience and the name, title and brief description of duties and years of related experience for each staff member that will be assigned this project.
- Provide name, title, brief description of duties, years of pertinent experience and availability for each staff member that will be assigned to this contract.
- Describe other resources your firm intends to commit to provide the required services under this contract.
- Provide a detailed explanation describing how your firm, and the personnel assigned to this project, will perform the work required while also working on other on-going projects.
- Provide a list of best practices your company utilizes when making recommendations.
- Provide information and examples of similar work conducted in the past with governmental agencies (preferably cities) for similar contracts that best characterize your firm’s capabilities and work quality.

**3. References:** Provide at least three (3) references from other local government projects of similar size and scope performed within the last three (3) years.

4. **Cost Proposal:** Provide a fixed cost proposal for all personnel requirements and any other applicable costs associated with the services to be provided. Include the hourly rates of those individuals that may perform work under this contract.

#### **D. Evaluation Scoring**

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

1. Project Approach and Understanding (40 points maximum)
2. Proposer Capabilities and Qualifications (40 points maximum)
3. References (10 points maximum)
4. Cost Proposal (10 points maximum)

The City reserves the right to conduct interviews of a short list of proposers; however, interviews are not anticipated at this time. Should the city decide to conduct interviews, the interview sessions will be evaluated in a manner similar to the proposals. Topics covered in the interview session shall include the topics listed hereinbefore under the "Submittal Criteria" section plus any additional, relevant topics which may arise during both the formal presentation and the question and answer portions of the interview. If interviews are conducted and if your firm is selected for interview, you will obtain more information on the interview process.

#### **E. Award of Contract**

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

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

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

sole discretion. This RFP and the successful Proposer's response shall be incorporated in and become a part of the final contract.

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

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

## **F. RFP General Terms and Conditions**

### **Reimbursement**

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

### **Cooperative Purchasing**

The Washington State Interlocal Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By responding to this RFP, Consultants agree that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City of Vancouver incurring any financial or legal liability for such purchases. The City of Vancouver agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City of Vancouver is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.

### **Public Records and Proprietary Material**

Proposers should be aware that any records they submit to the City or that are used by the City even if the proposers possess the records may be public records under the Washington Public Records Act (RCW 42.56). The City must promptly disclose public records upon request unless a statute exempts them from disclosure. Proposers should also be aware that if even a portion of

a record is exempt from disclosure, generally, the rest of the record must be disclosed. Exemptions, including those for trade secrets and "valuable formula," are narrow and specific.

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

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



**CITY OF VANCOUVER  
SERVICES AGREEMENT**

**No.** \_\_\_\_\_

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

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

WHEREAS, the City advertised and issued a Request for Proposal, numbered 34-22 (hereinafter referred to as the “solicitation”) and after evaluation of the Contractor’s responsive proposal, found the Contractor be capable of performing the required services; and

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

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

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

*Insert Scope of Work Here*



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

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

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

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

*Travel expenses are limited to airfare, or mileage at the current IRS rate, and lodging at the U.S. General Services Administration rates. The Contractor is solely responsible for its staff's travel time, including travel to and from the City of Vancouver. The City will reimburse only pre-approved miscellaneous Contractor expenses at-cost upon submission of receipts to City.*

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

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

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

4. **TERM OF AGREEMENT:** The term of this Agreement shall commence on **Month Day, Year** and continue until **Month Day, Year**. Unless directed otherwise by the City, Contractor shall perform the work in accordance with any schedules made a part of this Agreement.
5. **ORDER OF PRECEDENCE:** Where there is a conflict among or between any of these documents, the controlling documents shall be the first listed in the following sequence: Amendments to this Agreement; this Agreement; Contract Purchase Orders; the Contractor's responsive proposal to the City's solicitation, and the City's solicitation.
6. **RELATION OF PARTIES:** The Contractor, and its subcontractors, agents, employees, or other vendors contracted by the Contractor to provide services or other work for the purpose of meeting the Contractor's obligations under this agreement (collectively referred to as "subcontractors"), are independent contractors performing professional services for the City and are not employees of the City. The Contractor and its subcontractors shall not, as a result of this Agreement, accrue leave, retirement, insurance, bonding or any other rights, privileges, or benefits afforded to City employees. The Contractor and its subcontractors shall not have the authority to bind City in any way except as may be specifically provided herein.
7. ***SUBCONTRACTING:*** *The City does not permit subcontractors for the work performed under this Agreement. The Contractor shall not subcontract for the performance of any work under this Agreement without prior written permission of the City.*
8. **E-VERIFY:** The Contractor shall enter into and register a Memorandum of Understanding with the Department of Homeland Security E-Verify program within sixty (60) days after execution of this Agreement. The Contractor shall ensure all Contractor employees and any subcontractors assigned to perform work under this Agreement are eligible to work in the United States. The Contractor shall provide verification of compliance upon the request of the City. Failure by the Contractor to comply with this subsection shall be considered a material breach.
9. **DELAYS AND EXTENSIONS OF TIME:** If the Contractor is delayed at any time in the progress of the work covered by this Agreement, by any causes beyond Contractor's control, the time for performance may be extended by such time as shall be mutually agreed upon by the Contractor and the City and shall be incorporated in a written amendment to this Agreement. Any request for an extension of time shall be made in writing to the City.
10. **OWNERSHIP OF RECORDS AND DOCUMENTS:** Any and all work product prepared by the Contractor in the course of performing this Contract shall immediately become the property of the City. In consideration of the compensation provided for by this Agreement, the Contractor

hereby further assigns all copyright interests in such work product to the City. A copy may be retained by the Contractor. Previously owned intellectual property of Contractor, and any know-how, methodologies or processes used by the Contractor to provide the services or project deliverables under this Agreement shall remain property of the Contractor.

- 11. TERMINATION FOR PUBLIC CONVENIENCE:** The City, at its sole discretion, may terminate this contract for convenience at any time for any reason deemed appropriate. Termination is effective immediately upon notice of termination given by the City.

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

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

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

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

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

- 14. COMPLIANCE WITH THE LAW:** The Contractor agrees to comply with all relevant, Federal, State, and Municipal laws, rules, policies, regulations or ordinances in the performance of work under this Agreement.
- 15. CITY BUSINESS AND OCCUPATION LICENSE:** The Contractor, at no expense to the City, shall be responsible to obtain all necessary licenses, permits, and similar legal authorizations required to perform the work associated with this Agreement. The Contractor will be required to hold a city business license if working within Vancouver city limits. The Contractor shall apply for city license via the State of Washington Department of Revenue (DOR), Business Licensing Service (BLS), at: <https://secure.dor.wa.gov/>. For application assistance, contact DOR BLS at 360-705-6741. For more information about city business license regulations and fees, see: [www.cityofvancouver.us/businesslicense](http://www.cityofvancouver.us/businesslicense) or call 360-487-8410 option 3.
- 16. LIABILITY AND HOLD HARMLESS:** The Contractor agrees to indemnify, defend, save and hold harmless the City, its officials, employees and agents from any and all liability, demands, claims, causes of action, suits or judgments, including costs, attorney fees and expenses incurred in connection therewith, of whatsoever kind or nature (including patent infringement or copyright claims) to the extent arising out of, or in connection with, or incident to, the negligent performance or willful misconduct pursuant to this Agreement. This indemnity and hold harmless shall include any claim made against the City by an employee of Contractor or subcontractor or agent even if Contractor is thus otherwise immune from liability pursuant to the workers' compensation statute, Title 51 Revised Code of Washington (RCW), except to the extent that such liability arises from the concurrent negligence of both the City and the Contractor, such costs, fees and expenses shall be shared between the City and the Contractor in proportion to their relative degrees of negligence. The Contractor specifically acknowledges the provisions contained herein have been mutually negotiated by the parties and it is the intent of the parties that the Contractor provide the broadest scope of indemnity permitted by RCW 4.24.115. The Contractor is an independent contractor and responsible for the safety of its employees.
- 17. INSURANCE:** The Contractor shall obtain and keep in force during the entire term of this agreement, liability insurance against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor.

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

<b>COVERAGE</b>	<b>LIMITS OF LIABILITY</b>
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Occurrence	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Washington)</b>	
Per Occurrence	
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
Each Claim	\$1,000,000
Annual Aggregate	\$1,000,000
<b>IV. Umbrella Liability</b>	
Each Claim	\$1,000,000
Annual Aggregate	\$5,000,000
<b>V. Professional Liability</b>	
Policy shall include coverage against any and all claims for damages to person or property which may arise out of the performance of this Contract whether such work shall be by the Contractor, subcontractor or anyone directly or indirectly employed by either the Contractor or a subcontractor	\$1,000,000

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

- a. City Listed as an Additional Insured. The City of Vancouver, its Agents, Representatives, Officers, Directors, Elected and Appointed Officials, and Employees must be named as an additional insured. The required Additional Insured endorsements shall be at least as broad as ISO CG 20 10 11 85, or its equivalent CG 20 10 07 04 and CG 20 37 07 04 must be included with the Certificate of Insurance.
- b. Either the Commercial General Liability or the Workers' Compensation policy must be endorsed to include "Washington Stop Gap" insurance. The limits and aggregates referenced must apply to the Stop Gap coverage as well and must be indicated on the certificate.

- c. Employment Security. The Contractor shall comply with all employment security laws of the State in which services are provided and shall timely make all required payments in connection therewith.
- d. The City of Vancouver shall be listed on the Certificate as the Certificate Holder.
- e. Coverage Trigger: The insurance must be written on an “occurrence” basis. This must be indicated on the Certificate.

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

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

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

For the City:  
 Anna Vogel  
 City of Vancouver  
 415 W 6<sup>th</sup> Street  
 P O Box 1995  
 Vancouver WA 98668-1995  
 Email: [anna.vogel@cityofvancouver.us](mailto:anna.vogel@cityofvancouver.us)

For the Contractor:  
 Contractor Contact Name  
 Company Name  
 Company Address  
 City State Zip  
 Email: email address

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

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

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

- 21. RATIFICATION:** Acts taken pursuant to this Agreement but prior to its effective date are hereby ratified and confirmed.
- 22. GOVERNING LAW/VENUE:** This Agreement shall be deemed to have been executed and delivered within the State of Washington, and the rights and obligations of the parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of Washington without regard to the principles of conflict of laws. Any action or suit brought in connection with this Agreement shall be brought in the Superior Court of Clark County, Washington.
- 23. COOPERATIVE PURCHASING:** The Washington State Inter-local Cooperation Act, Ch. 39.34 RCW, authorizes public agencies to cooperatively purchase goods and services if all parties agree. By having executed this Agreement, the Contractor agrees that other public agencies may purchase goods and services under this solicitation or contract at their own cost and without the City incurring any financial or legal liability for such purchases. The City agrees to allow other public agencies to purchase goods and services under this solicitation or contract, provided that the City is not held financially or legally liable for purchases and that any public agency purchasing under such solicitation or contract file a copy of this invitation and such contract in accordance with RCW 39.34.040.
- 24. PUBLIC DISCLOSURE COMPLIANCE:** The parties acknowledge that the City is an “agency” within the meaning of the Washington Public Records Act, Chapter 42.56 RCW, and that materials submitted by the Contractor to the City become public record. Such records may be subject to public disclosure, in whole or part and may be required to be released by the City in the event of a request for disclosure. In the event the City receives a public record request for any data or deliverable that is provided to the City and that is licensed from the Contractor, the City shall notify the Contractor of such request and withhold disclosure of such information for not less than five (5) business days, to permit the Contractor to seek judicial protection of such information, provided that the Contractor shall be responsible for attorney fees and costs in such action and shall save and hold harmless the City from any costs, attorney fees or penalty assessment under Chapter 42.17 RCW for withholding or delaying public disclosure of such information.
- 25. DEBARMENT:** The Contractor certifies that that it is not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any Federal, State or local department or agency.
- 26. NONDISCRIMINATION:** The City of Vancouver, WA is an equal opportunity employer. In the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, sexual orientation, marital status, age or the presence of any sensory, mental or physical handicap.

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

**CITY OF VANCOUVER**  
A municipal corporation

**CONTRACTOR:**  
Company Name

\_\_\_\_\_  
Eric Holmes, City Manager

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name /Title

Attest:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Natasha Ramras, City Clerk

Approved as to form:

\_\_\_\_\_  
Jonathan Young, City Attorney