

**REQUEST FOR PROPOSAL**  
**WEBSITE DESIGN, DEVELOPMENT, AND HOSTING SERVICES**

Port of Pend Oreille

Project Name and Number: WEBSITE SERVICES 2024-0924

RESPONSE DUE: September 13, 2024, 1:00 p.m.

**INTRODUCTION**

The Port of Pend Oreille (“Port”) is requesting proposals for five (5) services related to the Port’s website: (1) Professional design of the site; (2) Migration of current site povarr.com to the proposed site along with information from pocedc.com. (3) Implementation of an infrastructure that allows Port personnel to maintain specific information within a common framework; (4) Ability to conduct business with the public including receiving forms; (5) Hosting of the Port website with 24/7 support.

The procedures for awarding this project will follow the guidelines outlined in RCW 39.04.270 - Competitive Negotiations. The proposals will be evaluated based on price and the criteria listed in this RFP.

The goal of the Port’s website is to provide simple and intuitive electronic access to public services, serve as a public communications tool, reduce transaction costs for the Port and citizens, and to streamline business operations. Specifically, the Port would like the redesigned site to better support e-government transactions such as on-line applications, on-line forms, social media interconnectivity, hosting videos, and providing a more streamlined experience for the public.

The [www.povarr.com](http://www.povarr.com) site is outdated, lacking in current information, and cumbersome for the public to access. The redesigned site should have a theme that promotes the Port with a welcoming, friendly, and professional feel with a method to allow designated staff to contribute, or update or otherwise manage the new site. The Port is looking to stream videos in the future. The Port will be responsible for its content and content management during and after the project engagement and will own all content. No web design company indicators will be permitted on the website or embedded in the underlying code.

Contracting— Representatives of the selected vendor and representatives of Port will engage in

negotiations to settle on terms and include those terms in any agreements needed by both entities. As a condition of a successful negotiation, the vendor will be required to sign a Professional Services Contract with the Port. Payment benchmarks or performance periods will be identified in this agreement. No money will be due to the vendor at the time of contract signing. The Port requires that 25% of the contract price be held until the project is accepted as complete.

#### **OTHER TECHNICAL AND VENDOR REQUIREMENTS**

All vendor responses MUST include a sample copy of your company contracts and End User Licensing Agreements for the proposed software and any third-party software required by the application to remain functional that Port would be required to sign.

The contractor will ensure maintaining the highest quality of cyber security coverage currently available and meeting best practices for governmental entities. All contracts/agreements must include the vendors' response to this RFP as an appendix.

Acceptance of any response to the RFP should not be construed as a contract, nor shall it indicate any commitment on the part of Port for any future action. The awarding of the RFP is not complete until successful contract negotiations have taken place, and an agreement is signed by both parties.

The RFP does not commit the Port to pay for any costs incurred in the submission of a response to this RFP or for any cost incurred prior to the execution of a formal agreement.

The Port does not represent that any proposal will be implemented, or that any individual respondent will be the party contracted with. In the event the Port selects a respondent's proposal, implementation of the proposal will be through a separate written agreement. Proposals and all ideas contained therein shall not be deemed proprietary to the respondent and may be used by the Port in any manner deemed in its best interest.

#### **CONFIDENTIALITY OF RECORDS**

Respondents must identify each portion of their proposals, which they deem confidential.

Respondents must provide justification of what materials, upon request, should not be disclosed by the Port. Nonetheless, the Port is a governmental agency, and as such, its records may be subject to disclosure to the public under RCW 42.56.070. The Port will not release proposals to

any party until the Port has negotiated a contract, or otherwise concluded this selection process.

### **DEMONSTRATION OF PRODUCTS**

At the option of the Port, and as a condition prior to selection, respondents may be required to demonstrate the functionality of the proposed system. The demonstration must be conducted with the products proposed and must be able to demonstrate the functionality as would be implemented for the Port. Respondent(s) may use completed sites from other government agencies as part of the demonstration to the extent that what is shown shall become part of the official response to this RFP and will be considered part of the expected deliverables. If the Port elects to have a demonstration, the respondent may be required to do so at the Port facilities. Failure to agree to the demonstration will disqualify the responder. A minimum expectation of respondents to this RFP will be web/conference call presentations to Port Board members and/or staff members. It is understood that any costs for on-site or web/conference call demonstrations shall be the sole responsibility of the respondents.

### **TECHNICAL INFRASTRUCTURE**

One of the areas of consideration for evaluating proposals will be compatibility with the Port information technology infrastructure. That infrastructure currently includes the following:

- Microsoft hosted O-365 for Exchange and email
- Chrome, Firefox, and Internet Explorer 11.0 or higher for default browsers
- Microsoft Office 365
- Microsoft Windows 10/11 for workstation operating systems
- Mobile Device Operating systems (Apple iOS, Android)

### **MINIMUM REQUIREMENTS**

Proposed application/system must meet the following minimum requirements:

- Respondent currently provides website services to a local government entity.
- Public access to all content and features (not development or management) on the website is not dependent on specific browser, that is, the web interface is browser agnostic and works with commonly used browsers found on Windows, Linux, and Mac computer systems.
- Website is capable of being organized into multiple departments and divisions within

departments with ability for Port website administration to add divisions.

- Intuitive and consistent options for navigating the website especially moving from department to department and department to general information/home page.
- Multiple level security, for further development or content management must be completely contained within the website infrastructure, and not reliant on the existing Port network security or peer-to-peer connectivity.

All security options must be fully explained in the response to this proposal.

- Flexibility within the portion of the site assigned to a department or function for designated staff to add, remove and update content using tools and templates that do not require extensive knowledge of web development languages or technical structure.

Pages and features compatible with limited bandwidth access by the public. Many of our customers are still on slower speeds, and the Port is concerned with public access being hindered by a digital divide.

- Web interface options that can accommodate individuals with disabilities in accordance with the Americans with Disabilities Act (ADA). See rules and an example at [www.ada.gov/websites2\\_prnt.pdf](http://www.ada.gov/websites2_prnt.pdf).
- Capability of the general website administration staff to:
  - Control size of individual web pages.
  - Control size and types of images used within the site.
  - Control publishing of links to other websites.
  - Report website maintenance activity and statistics on content type: updates, downloadable documents, web pages, calendars, and broken links.
  - Report number of visits to site generally and to each department.
- Provides 128-bit encryption over Secure Socket Layer for displaying specific web pages and for information transmitted to and from the website by Port staff.
- E-mail interfaces, if any, are not dependent on a specific e-mail client.
- Respondents proposing to host the Port website must not be on any e-mail or website “blacklists” as a source of unwanted solicitations or objectionable content.
- The site must be designed for continuous operation 24 hours a day, 7 days a week with express maintenance windows clearly defined. Correspondent must have adequate

redundant equipment to minimize down time.

- Technical Support must be included in the contract and available on a 24/7/365 basis.
- Responses should include other service levels and pricing as an option.
- Adequate training to maximize the use of the website is mandatory. Training shall include administrator and security level as well as department head user levels. Training will be provided at a minimum in an interactive Webinar format. On-site training would be ideal. Adequate training manuals must be provided, an electronic format is acceptable.
- Training options must be included in the response to this RFP, the training should ensure that it covers refreshing design elements, updating content management, form creation upload and management, blog/vlog creation, adding links, posting federal and or state mandated material, creating job listings, etc.
- Support and Maintenance of the website for a calendar year after the “go live” date for the Port Website and then the option to exercise additional 1-year increments of annual support and maintenance of the website. Specifically, this support and maintenance is for but not limited to, refreshing the design elements, updating technology in the website design, engineering, search engine optimization, content management and other elements associated with the Port’s website.

### **ADDITIONAL FEATURES AND CAPABILITIES**

The following is a list of additional features and capabilities the Port is seeking in website services. The list is not intended to be all-inclusive, nor is it intended to represent a minimum of features and capabilities.

- Capability for easily searching the website for key words or phrases.
- Graphic files should be related to the site and designed to allow for the quickest loading while retaining a resolution that is pleasing to the eye.
- CMS provides a uniform means of managing web documents whether posted as web pages or downloadable files. Database needs to include items like the document/page title, description, posting information, expiration date.
- Meeting/event calendar system that allows for adding content, flexibility in scheduling recurring appointments is desirable. (‘2<sup>nd</sup> Tuesday of each month, except if that date falls on a holiday;’ e.g., ability to have one or more exceptions to a string of recurring

appointments.)

- Contractor/Vendor will create up to 6 hosted web forms. One of the forms is the Port standard Application for Employment form. The form is currently located online at [www.povarr.com](http://www.povarr.com).
- In particular, this form will contain several “required” fields and when submitted, gives the user the option of saving a copy to their local drive, then sends the completed form to the Port’s Executive Director. The system must have an option for administration of this feature to change the destination email address and the ability to add a CC: to a secondary address. The entire form should be submitted, not just field names and data.
- The vendor must have a utility that allows for the processing and emailing of web forms using a system that is browser and email agnostic.
- Ability to upload data in preformatted web pages or document locations, for example, logs produced from a records management system.
- Option for creation and maintenance of multiple blogs and/or newsgroups both restricted within a department’s portion of the website and made available generally while hosted by a specific department.
- Allow authorized staff that maintains a specific department’s web page to make some pages available only to visitors with usernames and passwords supplied by the department.
- Support and restrict users to a consistent design strategy throughout the website and all departments.
- Ability to use current interactive and social networking mediums such as Facebook, Twitter, and RSS feeds, as well as flexibility to add these types of features in the future.
- Primary composite calendar should contain a “sort” feature for both the end user and the updater.

### **PROPOSAL CONTENT**

All proposals are to include the following sections for easier evaluation purposes:

- Contact information for the respondent.
- Location of respondent corporate offices.
- Number of years of experience respondent has in installing and supporting similar systems.
- List of current customers using the proposed service/system that the Port can contact. Must

include a customer of less than 12 months and one longer than 3 years.

- Description of the proposed process for website design including how you intend to gather all the required information, format preferred, and assistance expected from the Port in order to complete this project, include whether or not respondent has graphic design specialists on staff.
- Accessibility features of the proposed website.
- Description of how your company intends to meet the minimum requirements desired as well as the additional requirements outlined above. Specifically detail how you will comply with the public records laws for the State of Washington.
- Description of infrastructure, utilities and tools proposed for web page creation and maintenance. This should include the backroom content organization, link finders, etc.
- Proposed phases or steps in implementation of the website design, infrastructure, and hosting.
- Proposal for migration of current website content to the new website.
- Options for training the Port staff in creating and maintaining website content.
- Description of ongoing support provisions.
- Specifications and configurations required to support the proposed system, including specifications for all software components required for the system, but not provided as part of the proposal. In other words, hardware and software requirements for Port workstations and network configuration.
- Requirements, if any, for Port bandwidth to the Internet necessary to support reasonable performance of website maintenance tools.
- Information on hosting site including specifications on security, disaster recovery, historical data preservation, and procedures for handling outages.
- Separation of one time and recurring costs for: website design; infrastructure; training; hosting, etc. Please note that the Port expects this to be a “not to exceed” price.

### **CONDITIONS OF WORK**

Final agreement(s) must be reviewed and approved as to form by the Port’s Attorney. Vendor will be responsible for all licenses, permits, fees and taxes associated with the system installation.

All hardware, network, and software installation and configuration must be performed in

cooperation with the Port.

The implementation must be accomplished in a manner that minimizes disruption of Port business via the Internet.

### **CONTRACTUAL OBLIGATIONS**

The successful vendor will be required to enter into a written agreement with the Port in which the vendor will undertake certain obligations. These obligations include, but are not limited to, the following:

**Inclusion of Proposal** - The proposal submitted in response to this RFP will be incorporated as part of the final contract with the selected vendor.

**Indemnification and Insurance** - The successful vendor shall indemnify and hold the Port and its officers, agents, employees and assigns, harmless from any liability imposed for injury whether arising before or after completion of work hereunder, or in any manner directly or indirectly caused, occasioned or contributed to, or claimed to be caused, occasioned or contributed to, in whole or in part, by reason of any act or omission, including strict liability or negligence of vendor, or of anyone acting under vendor's direction or control or on its behalf, in connection with or incident to, or arising out of the performance of this contract. The successful vendor shall maintain and shall require all of its subcontractors to maintain general aggregate insurance with limits of not less than \$1,000,000 per accident/incident.

**Costs** - All costs are to be stated in exact amounts. All costs must be detailed specifically in the vendor cost summary section of the proposal; no additional charges (e.g., for sales tax, transportation, container packing, installation, training, out-of-pocket expenses, etc.) will be allowed unless so specified in the proposal.

When using pricing from Washington State purchasing contracts, please include the contract ID in the response.

### **EVALUATION OF PROPOSALS**

Price will be a significant, but not the only criteria in evaluating the proposals. Consideration will also be given to the following:

- Ability of the same respondent to provide all aspects of the proposal: design, infrastructure, hosting.
- Compliance of the vendor and proposal with the Minimum Requirements outlined above.



- The extent to which the proposed system provides the Features and Capabilities outlined above.
- Responses to requests for additional information submitted to the respondents.
- Degree to which the proposed system fits the existing information technology infrastructure at the Port.
- Degree to which the proposed system is user-friendly and easily maintained by Port staff.
- References.
- The award will be made to the qualified respondent whose proposal is most advantageous to the Port with price and other factors considered. The Port may reject any and all proposals.

### **PROJECT CONTACT**

Questions about the project may be directed to:

Jessica Garza  
Economic Development Director  
Port of Pend Oreille  
1981 Black Road  
Usk, WA. 99180  
509-445-1090  
[jessicag@povarr.com](mailto:jessicag@povarr.com)

Or

Kelly J. Driver,  
Executive Director  
Port of Pend Oreille  
1981 Black Road  
Usk, WA. 99180  
509-445-1090  
[kellyd@povarr.com](mailto:kellyd@povarr.com)

### **DELIVERY OF PROPOSAL**

Each proposal must be received by the date and time set for closing receipt of offers. RFP # 2024-0924 is due no later than 1:00 PM local time on September 13, 2024. The envelope shall be **sealed and identified** with the words **SEALED BID WEBSITE DESIGN** in the lower left corner. The envelope(s) must include two printed copies of the proposal, non-spiral bound, and one electronic copy in a standard searchable PDF format.

**Note:** Any deviation from this requirement may result in your proposal being considered nonresponsive, thus eliminating your company from further consideration.

The Port cautions vendors to ensure actual delivery of mailed or hand-delivered proposals directly to the Port office prior to the established deadline. A proposal received after the established deadline will not be considered.

Proposals must be delivered to:

Port of Pend Oreille  
1981 Black Road  
Usk, WA. 99180  
509-445-1090

**Business Hours are 6:00 a.m. to 2:00 p.m. Monday – Friday, excluding holidays.**

**LATE PROPOSALS WILL NOT BE ACCEPTED.**

The Port will **NOT** accept proposals via electronic mail services.

All accepted proposals and accompanying documentation will become the property of the Port and will not be returned. Vendors should be aware that because of Public Records Laws, we may not be able to hold the information you provide in your responses as confidential.

Language inserted into a response by any vendor attempting to protect information as confidential should be aware that confidentiality will be enforced to the extent allowed by Washington State Public Records laws.

Submitted proposals will become the property of the Port after the proposal submission deadline. Proposals will be reviewed by the staff and discussed with the Port's Board of Commissioners on September 24, 2024, a decision by the Board of Commissioners is expected to occur on that date.

**ACCEPTANCE**

Submission of any proposal indicates acceptance of the conditions contained in the RFP unless clearly and specifically noted otherwise in the proposal.

**TIMELINE**

This is a budgeted project. The Port intends to enter into a contract as soon as possible. It is our hope to have the new site up and fully operational by Jan. 1, 2025, at the latest, but we are open to feedback on timeline adjustments as needed.

**ATTACHED Exhibit A: Sample the Port's Professional Services Contract**

**PORT OF PEND OREILLE  
AGREEMENT FOR PROFESSIONAL SERVICES**

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

**Service Provider:** **NAME OF SERVICE PROVIDER IN CAPS & BOLD**

This Agreement is entered into by and between the Port of Pend Oreille (Port), WASHINGTON, a municipal corporation hereinafter referred to as "Port," and **Service Provider's Name in CAPS**, a **Insert State of Incorporation and Type of Entity example: a Washington Corporation, a Washington Limited Liability Company, Sole Proprietorship, Municipal Corporation, etc.**, hereinafter referred to as "Service Provider."

**RECITALS**

WHEREAS, the Port desires to have certain services and/or tasks performed as set forth below requiring specialized skills and other supportive capabilities; and

WHEREAS, sufficient Port resources are not available to provide such services; and  
WHEREAS, the Service Provider represents that the Service Provider is qualified and possesses sufficient skills and the necessary capabilities, including technical and professional expertise, where required, to perform the services and/or tasks set forth in this Agreement.

NOW, THEREFORE, in consideration of the terms, conditions, covenants, and performance contained herein, the parties hereto agree as follows:

**TERMS**

**1. Scope of Services: Compliance with Law**

The Service Provider shall perform the services outlined in Exhibit "A" of this Agreement. The Service Provider, in the performance of this Agreement, shall comply with all applicable federal, state, or local laws and ordinances, including regulations for licensing, certification and operation of facilities, programs and accreditation, and licensing of individuals, and any other standards or criteria as described in this Agreement to assure quality of services. The Service Provider shall perform the Work diligently and completely and in accordance with professional standards of conduct and performance.

**2. Compensation**

A. The Port shall pay the Service Provider:

- According to the rates set forth in Exhibit "**Insert Letter**"
- A sum not to exceed \$**Insert Amount**

B. The Port shall pay the Service Provider for services rendered and allowable expenses incurred after receipt of an invoice separately detailing such services rendered and expenses incurred during the applicable period. All invoices shall be accompanied by an Invoice Summary Form substantially in the form set forth in Exhibit "B."

C. Invoices are paid on, or around, the 1<sup>st</sup>, 15<sup>th</sup> and 29<sup>th</sup> of each month. Invoices must be received at least five (5) days prior to the approval date. The Service Provider shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the “not to exceed” amount of \$**Insert Amount of Contract** unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the Port. The Service Provider shall complete and return Exhibit “C,” Tax Identification Number, prior to execution of this Agreement.

D. Any change or modification to this Agreement for additional services as above referenced shall be in writing and signed by the parties to this Agreement. Any compensation due for the change or modifications shall be on the same terms and conditions as set forth in this section or in a manner otherwise mutually agreed to by the parties.

### **3. Termination**

A. The Port reserves the right to terminate or suspend this Agreement at any time, with or without cause, upon fourteen (14) days’ prior written notice. In the event of termination or suspension, all finished or unfinished documents, data, studies, worksheets, models and reports, or other material prepared by the Service Provider pursuant to this Agreement, shall be submitted to the Port.

B. In the event this Agreement is terminated or suspended, the Service Provider shall be entitled to payment for all services performed and reimbursable expenses incurred up to the date of termination.

C. The Port may cancel or terminate this Agreement immediately if the Service Provider’s insurance coverage is canceled for any reason or if the Service Provider is unable to perform the services called for by this Agreement.

D. The Service Provider reserves the right to terminate this Agreement with not less than sixty (60) days’ written notice.

E. This section shall not prevent the Port from seeking any legal remedies it may otherwise have for the violation or nonperformance of any provisions of this Agreement.

### **4. Duration**

This Agreement shall be in full force and effect for a period commencing upon the later date of execution by either party and ending **Insert Expiration Date of Contract** unless sooner terminated under the provisions of this Agreement. Time is of the essence for this Agreement in each and all of its provisions in which performance is required.

### **5. Ownership and Use of Documents**

A. Any records, files, documents, drawings, specifications, data, or information, regardless of form or format, and all other products or materials produced by the Service Provider in connection with the services provided to the Port, shall be the property of the Port whether the project for which they are made is executed or not. All such documents, products, and materials shall be forwarded to the Port at its request and may be used by the Port as it sees fit. The Port agrees that if the documents, products, and materials prepared by the Service Provider are used for purposes other than those intended by the Agreement, the Port does so at its sole risk and agrees to hold the Service Provider harmless for such use.

B. All services performed under this Agreement will be conducted solely for the benefit of the Port and will not be used for any other purpose without written consent of the Port. Any information relating to the services will not be released to the news media or any other source without the written permission of the Port.

C. The Service Provider at such times and in such forms as the Port may require, shall furnish to the Port such statements, records, reports, data, and information as the Port may request pertaining to matters covered by this Agreement. All of the reports, information, data, records, and other related materials prepared or assembled by the Service Provider under this Agreement are potentially subject to public disclosure pursuant to Ch. 42.56 RCW. To the extent allowed by Ch. 42.56 RCW, reports, information, data, records, and other related materials prepared or assembled by the Service Provider under this Agreement that contain information that is personal and wherein a right to privacy exists, or that falls under a statutorily specified exemption from disclosure, will be exempt from disclosure. Generally, Chapter 42.56, R.C.W. requires disclosure of all but the most personal and sensitive information in Port hands.

#### **6. Maintenance and Inspection of Records**

A. The Service Provider shall maintain books, records, and documents, which sufficiently and properly reflect all direct and indirect costs related to the performance of this Agreement and shall maintain such accounting procedures and practices as may be necessary to assure proper accounting of all funds paid pursuant to this Agreement. These records shall be subject at all reasonable times to inspection, review, or audit, by the Port, its authorized representative, the State Auditor, or other governmental officials authorized by law to monitor this Agreement.

B. The Service Provider shall retain all books, records, documents, and other material relevant to this agreement, for six (6) years after its expiration. The Service Provider agrees that the Port or its designee shall have full access to and right to examine any of said materials at all reasonable times during said period.

#### **7. Independent Service Provider**

A. The parties intend that this Agreement will create an independent contractor relationship. The Port will not exercise control and direction over the work of the Service Provider and is interested primarily in the results to be achieved. Subject to paragraphs herein, the implementation of services pursuant to this Agreement will lie solely within the discretion of the Service Provider. No agent, employee, servant, or representative of the Service Provider shall be deemed to be an employee, agent, servant, or representative of the Port for any purpose, and the employees of the Service Provider are not entitled to any of the benefits the Port provides for its employees. The Service Provider will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, subcontractors, or representatives during the performance of this Agreement.

B. In the performance of the services herein contemplated the Service Provider is an independent contractor with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the Port and shall be subject to the Port's general rights of inspection and review to secure the satisfactory completion thereof.

C. As an independent contractor, the Service Provider shall be responsible for the reporting and payment of all applicable local, state, and federal taxes.

D. The Port may at its sole discretion require the Service Provider to remove an employee(s), agent(s), or subcontractor(s) from employment on this Project. The Service Provider may however employ that (those) individual(s) on other non-Port related projects.

**8. Indemnification/Hold Harmless**

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

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Service Provider and the Port, its officers, officials, employees, and volunteers, the Service Provider's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Service Provider's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Service Provider's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. The parties have mutually negotiated this waiver. The provisions of this section shall survive the expiration or termination of this Agreement.

B. No liability shall attach to the Port by reason of entering into this Agreement except as expressly provided herein.

**9. Insurance**

A. The Service Provider shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, its agents, representatives, or employees.

B. No Limitation. Service Provider's maintenance of insurance as required by the agreement shall not be construed to limit the liability of the Service Provider to the coverage provided by such insurance, or otherwise limit the Port's recourse to any remedy available at law or in equity.

**Minimum Scope of Insurance**

C. Service Provider shall obtain insurance of the types and coverage described below:

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

2) Commercial General Liability insurance shall be at least as broad as ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, stop-gap independent contractors and personal injury and advertising injury. The Port shall be named as an

additional insured under the Service Provider's Commercial General Liability insurance policy with respect to the work performed for the Port using an additional insured endorsement at least as broad as ISO OG 20 26.

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

4) Professional Liability insurance appropriate to the Service Provider's profession.

#### Minimum Amounts of Insurance

D. Service Provider shall maintain the following insurance limits:

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

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

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

E. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1) The Service Provider's insurance coverage policies are to contain, or be endorsed to contain, that they shall be primary insurance, with exception to professional liability, with respect to the Port. Any insurance, self-insurance, or insurance pool coverage maintained by the Port shall be excess of the Service Provider's insurance and shall not contribute with it.

2) The Service Provider's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Port.

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

G. Verification of Coverage. Service Provider shall furnish the Port with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Service Provider before commencement of the work.

H. Notice of Cancellation. The Service Provider shall provide the Port with written notice of any policy cancellation, within two business days of their receipt of such notice.

I. Failure to Maintain Insurance. Failure on the part of the Service Provider to maintain the insurance as required shall constitute a material breach of contract, upon which the Port may, after giving five business days' notice to the Service Provider to correct the breach, immediately terminate the contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, with any sums so expended to be repaid to the Port on demand, or at the sole discretion of the Port, offset against funds due the Service Provider from the Port.



J. Sub-Service Providers. The Service Provider shall include all sub-Service Providers as insured under its policies or shall furnish separate certificates and endorsements for each sub-Service Provider. All coverage for sub-Service Providers shall be subject to all of the same insurance requirements as stated herein for the Service Provider.

K. Port Full Availability of Service Provider Limits. If the Service Provider maintains higher insurance limits than the minimums shown above, the Port shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Service Provider, irrespective of whether such limits maintained by the Service Provider are greater than those required by this contract or whether any certificate of insurance furnished to the Port evidences limits of liability lower than those maintained by the Service Provider.

**10. Treatment of Assets**

Title to all property furnished by the Port shall remain in the name of the Port and the Port shall become the owner of the work product and other documents, if any, prepared by the Service Provider pursuant to this Agreement.

**11. Assignment and Subcontracting**

A. The Service Provider shall not assign its performance under this Agreement or any portion of this Agreement without the written consent of the Port, and it is further agreed that said consent must be sought in writing by the Service Provider not less than thirty (30) days prior to the date of any proposed assignment. The Port reserves the right to reject without cause any such assignment.

B. Any work or services assigned hereunder shall be subject to each provision of this Agreement and proper bidding procedures where applicable as set forth in local, state and/or federal statutes, ordinances, and guidelines.

C. Any technical/professional service subcontract not listed in this Agreement, must have express advance approval by the Port.

**12. Nondiscrimination**

A. The Port is an equal opportunity employer.

B. Nondiscrimination in Employment. In the performance of this Agreement, the Service Provider will not discriminate against any employee or applicant for employment on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, or other basis prohibited by state or federal law; unless based upon a bona fide occupational qualification. The Service Provider shall take such action with respect to this Agreement as may be required to ensure full compliance with local, state, and federal laws prohibiting discrimination in employment.

C. Nondiscrimination in Services. The Service Provider will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, religion, creed, color, national origin, sex, marital status, disability, sexual orientation, age, or other basis prohibited by state or federal law.

D. If any assignment and/or subcontracting has been authorized by the Port, said assignment or subcontract shall include appropriate safeguards against discrimination. The Service Provider shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein.

**13. General Administration and Management**

The Port's contract manager shall be the Executive Director or his/her designee.

**14. Changes**

Either party may request changes to the scope of services and performance to be provided hereunder, however, no change or addition to this Agreement shall be valid or binding upon either party unless such change or addition be in writing and signed by both parties. Such amendments shall be attached to and made part of this Agreement.

**15. Notices**

Any notice required under this Agreement will be in writing, addressed to the appropriate party at the address which appears below (as modified in writing from time to time by such party), and given personally, by registered or certified mail, return receipt requested, or by a nationally recognized overnight courier service. Notices sent by registered or certified mail shall be effective on the date the return receipt was signed. Notices sent by nationally recognized overnight courier service shall be effective on the date of receipt. A courtesy copy of notice may be provided by facsimile but will not suffice as required written notice under the terms of this Agreement.

To the Port:  
Port of Pend Oreille  
Kelly J. Driver  
Executive Director  
1981 Black Road  
Usk, WA. 99180  
Office: 509-445-1090  
Email: kellyd@povarr.com

To the Service Provider:  
Service Provider's Name  
Contact Person  
Mailing and Physical Address  
City, State, Zip Code  
Phone Number; Fax Number

**16. Attorney Fees and Costs**

If any legal proceeding is brought for the enforcement of this Agreement, or because of a dispute, breach, default, or misrepresentation in connection with any of the provisions of this Agreement, the prevailing party shall be entitled to recover from the other party, in addition to any other relief to which such party may be entitled, reasonable attorney's fees and other costs incurred in that action or proceeding.

**17. Interpretation and Venue**

A. This Agreement has been and shall be construed as having been made and delivered with the State of Washington and it is agreed by each party hereto that this Agreement shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding for the enforcement of this Agreement or any provisions thereof shall be instituted and maintained only in any of the courts of competent jurisdiction in Pend Oreille County, Washington.

**18. Severability**

A. If, for any reason, any part, term or provision of this Agreement is held by a court of the United States to be illegal, void or unenforceable, the validity of the remaining provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

B. If it should appear that any provision hereof is in conflict with any statutory provision of the State of Washington, said provision which may conflict therewith shall be deemed inoperative and invalid insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory provisions.

**19. Entire Agreement; Waiver**

This Agreement contains a complete integrated understanding and agreement between the parties and supersedes any understanding, agreement, or negotiations whether oral or written not set forth herein or in any written amendments hereto duly executed by both parties. It is also agreed by the parties that the forgiveness of the nonperformance of any provision of this Agreement does not constitute a waiver of the provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed the day and year first hereinabove written.

PORT OF PEND OREILLE

**NAME OF SERVICE PROVIDER IN CAPS**

\_\_\_\_\_  
Ryan Kiss, Chair

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Keith Peterson, Vice Chair

\_\_\_\_\_  
Kimberly Gentle, Secretary

\_\_\_\_\_  
By:

\_\_\_\_\_  
Title:

Attest:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Kelly J. Driver,  
Executive Director

Date: \_\_\_\_\_

**EXHIBIT B**  
**PORT OF PEND OREILLE INVOICE SUMMARY FORM**  
Attn: Accounts Payable  
1981 Black Road, Usk, WA. 99180  
Office Telephone: 509-445-1090 -or-  
Scan Invoice to [susanb@povarr.com](mailto:susanb@povarr.com)

Port Contract No: 2024-0813 Invoice No.: \_\_\_\_\_ Invoice Date: \_\_\_\_\_

Vendor: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Invoice Contact Name: \_\_\_\_\_ Telephone: \_\_\_\_\_

Reporting Period: \_\_\_\_\_

Amount of Invoice: \$ \_\_\_\_\_

**Attach Invoice to describe services performed this period.**

**BUDGET SUMMARY:**

Total Contract Amount \$ \_\_\_\_\_

Previously Submitted for Payment \$ \_\_\_\_\_

Current Request \$ \_\_\_\_\_

Total Requested to Date \$ \_\_\_\_\_

Balance Remaining \$ \_\_\_\_\_

\_\_\_\_\_  
Vendor Signature Date

\_\_\_\_\_  
Print Name Title

Vouchers are on or about the 1<sup>st</sup>, 15<sup>th</sup>, and 29<sup>th</sup> of each month. Invoices must be received at least five (5) days prior to the approval date. The Vendor shall be paid for services rendered and allowable expenses incurred, but in no case shall the total amount paid exceed the “not to exceed” amount of \$ **Dollar Amount**, unless the parties mutually agree in writing to the payment of additional fees and expenses as authorized by the Port. The Vendor shall complete and return Exhibit “C,” Tax Identification Number, prior to execution of this Agreement.

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***For Department Use Only***

**Approved for Payment:**

Vendor No.: \_\_\_\_\_

Budget No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT C**

**Please print a copy of the completed W-9 and include it as Exhibit C.**