



McCleary Regular City Council Meeting

Wednesday, September 09, 2026 – 6:30 PM

City of McCleary Community Center and Zoom Virtual Meeting

Agenda

Join Zoom Meeting

<https://us06web.zoom.us/j/83733274472?pwd=npbl0ht3o649iR5lb0bzBS8p5lHZbe.1>

Meeting ID: 837 3327 4472

Passcode: 474746

(253) 215-8782

Call to Order/Flag Salute/Roll Call

Councilmember Jacob Simmons, Councilmember Don Kuismi, Councilmember Brent Schiller, Councilmember Keith Klimek

Approval of Agenda

Public Comment - Agenda Items Only

1. Public comment is limited to a maximum of three minutes per person.

Consent Agenda

2. Claims Agenda
 - i. Approval of checks/vouchers/disbursements numbers 56268 to 56304 including EFT's dated 08/22/26 - 09/08/26 in the amount of \$161,356.81.
 - ii. Approval of payroll disbursement for the period of 08/16/26 - 08/31/26 for 09/04/26 payroll in the amount of \$95,749.05.

Updates

3. City Administrator Report
4. Building & Planning Staff Report
5. Finance Staff Report
6. Lights & Power Staff Report
7. Public Works Staff Report

New Business

8. Request for Proposal - IT Services
9. Civic Plus -Website, AMM, Public Records, Social Media Archiving Quote

Council Comments

Mayor Comments

Public Comment - City Business Only

10. Public comment is limited to a maximum of three minutes per person.

Executive Session

11. Per RCW 42.30.110 (1) (g) - Performance of a Public Employee

Adjourn

Please turn off Cell Phones- Thank you

Americans with Disabilities Act (ADA) Accommodation is Provided Upon Request.

The City of McCleary is an equal opportunity provider and employer.

La ciudad de McCleary es un proveedor de igualdad de oportunidades y el empleador.

WARRANT/CHECK REGISTER

City Of McCleary

Time: 11:50:29 Date: 09/08/2026 Item 2.

08/22/2026 To: 09/08/2026

Page: 1

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3691	09/03/2026	Claims	1	EFT	Assured Data Protection, Inc.	2,100.00	JULY 2026 data protection
3693	08/28/2026	Claims	1	EFT	Wex Bank	5,855.95	July 2026 fuel
3958	08/31/2026	Claims	1	EFT	Bonneville Power Administration	81,988.00	JULY 2026 POWER; JULY 2026 TRANSMISSION
3921	08/31/2026	Claims	1	56268	Amazon Capital Svcs.	422.10	Battery for PD key fob; Battery backup; Door mini-blinds for city hall; Phone case; 3 hole paper
3922	08/31/2026	Claims	1	56269	Tom Andersen	333.24	015300.5 - 119 SUMMIT LOOP DR
3923	08/31/2026	Claims	1	56270	Bayview Building Material	161.07	Supplies for WWTP; Supplies for water leak; Concrete jet set; Rust spray; Gallon oil
3924	08/31/2026	Claims	1	56271	Brady Trucking Co. Inc.	30.90	Topsoil for water leak
3925	08/31/2026	Claims	1	56272	Comcast	121.17	ACCT: 8498 37 009 0035840
3926	08/31/2026	Claims	1	56273	Comcast	314.97	ACCT: 8498 37 009 0142893
3927	08/31/2026	Claims	1	56274	Comcast	243.85	ACCT: 8498 37 009 0142901
3928	08/31/2026	Claims	1	56275	Curtis Blue Line	1,633.55	PO# 26094. Moutafts patch with reflective, special threat plate, minus \$282 to be paid by officer
3929	08/31/2026	Claims	1	56276	Cut Rate Auto Parts	57.02	Def primeguard
3930	08/31/2026	Claims	1	56277	John Delia	5,811.84	Investigation time for Aug 2026, minus \$500 retainer
3931	08/31/2026	Claims	1	56278	Dennis Company - Westlake ACE	9.36	Antiseize lubricant
3932	08/31/2026	Claims	1	56279	East Grays Harbor Fire & Rescue	11,162.20	SEP 2026 ambulance fee
3933	08/31/2026	Claims	1	56280	Ferguson Waterworks #3156	25.14	Supplies for park restrooms
3934	08/31/2026	Claims	1	56281	First Responder Outfitters	675.73	Uniform - A. Moutafts; Uniform - A. Moutafts
3935	08/31/2026	Claims	1	56282	General Pacific Inc	23,204.30	Return 20 Pin Insulator; PO# 26096 inventory supply; PO# 26097 inventory supply; PO# 26097 inventory supply; PO# 26100 100w Intron ERT; PO# 26097 inventory supplies
3936	08/31/2026	Claims	1	56283	Judy C Gorrell	49.03	012260.0 - 210 WILDCAT DR
3937	08/31/2026	Claims	1	56284	Gray & Osborne Inc	2,143.76	Gen engineer. 2025-2026: Ranch creek + water chiller proj
3938	08/31/2026	Claims	1	56285	Grays Harbor Communications	1,273.58	Sept 2026 E911
3939	08/31/2026	Claims	1	56286	Grays Harbor County Sheriff's	13,903.83	Shift coverage for 8.01.26 - 8.15.26
3940	08/31/2026	Claims	1	56287	Inland Environmental Resources, Inc.	2,531.93	PO# 26077, ALKA-Mag+ 300 gallons
3941	08/31/2026	Claims	1	56288	Kelley Create	911.88	Scanners and copiers
3942	08/31/2026	Claims	1	56289	Lakeside Industries Inc	505.98	EZ street asphalt; Tack bucket
3943	08/31/2026	Claims	1	56290	Les Schwab	142.75	Oil change for F-150
3944	08/31/2026	Claims	1	56291	May, Ersel	170.10	Medicare reimbursement
3945	08/31/2026	Claims	1	56292	NCL of Wisconsin	217.27	Lab supplies
3946	08/31/2026	Claims	1	56293	Paul Nott	175.00	CDL renewal
3947	08/31/2026	Claims	1	56294	Platt	1,264.88	PO# 26080 inventory supply; PO# 26080 inventory supply
3948	08/31/2026	Claims	1	56295	RJJ ENTERPRISE, LLC dba Outifi	800.00	Response Management AUG 2026
3949	08/31/2026	Claims	1	56296	Wayne Rambo	336.78	009430.0 - 616 S2ND ST
3950	08/31/2026	Claims	1	56297	Right! Systems, Inc.	198.10	Windows 11 pro upgrade
3951	08/31/2026	Claims	1	56298	Rohlinger Enterprises Inc	417.36	Clean and test linemen supplies
3952	08/31/2026	Claims	1	56299	Sound Publishing, Inc.	282.71	SEPA withdrawal notice
3953	08/31/2026	Claims	1	56300	The Estate of Pat Streeter	19.13	009650.5 - 316 S3RD ST
3954	08/31/2026	Claims	1	56301	Verizon Bellevue	1,347.01	Cell phones, jet packs & routers
3955	08/31/2026	Claims	1	56302	Vestis	37.14	Rug services - 8/06/26; Rug services - 8/13/26
3956	08/31/2026	Claims	1	56303	Washington State Auditor's Office	282.20	Investigation
3957	08/31/2026	Claims	1	56304	Water Management Labs Inc	196.00	Water testing; Water testing

WARRANT/CHECK REGISTER

City Of McCleary

Time: 11:50:29 Date: 09/08/2026
Page: 2

08/22/2026 To: 09/08/2026

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
		001 Current Expense				34,056.01	
		102 Street Fund				655.55	
		401 Light And Power Fund				104,220.60	
		405 Water Fund				4,751.73	
		407 Sewer Fund				5,998.52	
		409 Storm Water Fund				459.41	
		413 Ambulance Fund				11,214.99	
							Claims: 161,356.81
		* Transaction Has Mixed Revenue And Expense Accounts				161,356.81	

WE, the members of the City Council of the City of McCleary Washington, DO HEREBY certify that the merchandise or services listed above have been received and that the above listed vouchers and the related checks have been reviewed and approved for the payment by the City of McCleary City Council.

DATED this _____ day of _____ 2026.

ATTEST:

X _____

Mayor Brycen Huff

X _____

Councilmember Jacob Simmons

X _____

Councilmember Don Kuismi

X _____

Councilmember Brent Schiller

X _____

Councilmember Andrea Dahl, Mayor Pro Tem

X _____

Councilmember Keith Klimek

WARRANT/CHECK REGISTER

City Of McCleary

Time: 11:47:36 Date: 09/08/2026
 Page: 1 Item 2.

08/22/2026 To: 09/08/2026

Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
3989	09/04/2026	Payroll	1	EFT		2,478.25	Aug 16-31, 2026
3990	09/04/2026	Payroll	1	EFT		2,172.67	Aug 16-31, 2026
3991	09/04/2026	Payroll	1	EFT		3,163.12	Aug 16-31, 2026
3992	09/04/2026	Payroll	1	EFT		1,522.61	Aug 16-31, 2026
3993	09/04/2026	Payroll	1	EFT		45.77	Aug 16-31, 2026
3994	09/04/2026	Payroll	1	EFT		1,803.29	Aug 16-31, 2026
3995	09/04/2026	Payroll	1	EFT		53.55	Aug 16-31, 2026
3996	09/04/2026	Payroll	1	EFT		427.56	Aug 16-31, 2026
3997	09/04/2026	Payroll	1	EFT		2,309.86	Aug 16-31, 2026
3998	09/04/2026	Payroll	1	EFT		1,679.27	Aug 16-31, 2026
3999	09/04/2026	Payroll	1	EFT		1,298.93	Aug 16-31, 2026
4000	09/04/2026	Payroll	1	EFT		45.48	Aug 16-31, 2026
4001	09/04/2026	Payroll	1	EFT		45.48	Aug 16-31, 2026
4002	09/04/2026	Payroll	1	EFT		1,632.16	Aug 16-31, 2026
4003	09/04/2026	Payroll	1	EFT		4,148.79	Aug 16-31, 2026
4004	09/04/2026	Payroll	1	EFT		3,988.88	Aug 16-31, 2026
4005	09/04/2026	Payroll	1	EFT		2,101.72	Aug 16-31, 2026
4006	09/04/2026	Payroll	1	EFT		2,983.67	Aug 16-31, 2026
4007	09/04/2026	Payroll	1	EFT		2,152.18	Aug 16-31, 2026
4008	09/04/2026	Payroll	1	EFT		3,428.31	Aug 16-31, 2026
4009	09/04/2026	Payroll	1	EFT		3,628.51	Aug 16-31, 2026
4010	09/04/2026	Payroll	1	EFT		19.07	Aug 16-31, 2026
4011	09/04/2026	Payroll	1	EFT		88.70	Aug 16-31, 2026
4012	09/04/2026	Payroll	1	EFT		2,179.25	Aug 16-31, 2026
4013	09/04/2026	Payroll	1	EFT		2,966.11	Aug 16-31, 2026
4014	09/04/2026	Payroll	1	EFT		1,902.17	Aug 16-31, 2026
4015	09/04/2026	Payroll	1	EFT		4,708.22	Aug 16-31, 2026
4016	09/04/2026	Payroll	1	EFT		1,498.90	Aug 16-31, 2026
4017	09/04/2026	Payroll	1	EFT		3,353.36	Aug 16-31, 2026
4018	09/04/2026	Payroll	1	EFT		45.48	Aug 16-31, 2026
4019	09/04/2026	Payroll	1	EFT		45.48	Aug 16-31, 2026
4020	09/04/2026	Payroll	1	EFT		2,626.18	Aug 16-31, 2026
4035	09/03/2026	Payroll	1	EFT	EFTPS	23,411.67	941 Deposit for Pay Cycle(s) 09/04/2026 - 09/04/2026
4042	09/08/2026	Payroll	1	EFT	Department of Retirement - Def Comp	2,099.17	Pay Cycle(s) 09/04/2026 To 09/04/2026 - DRS Def Comp; Pay Cycle(s) 09/04/2026 To 09/04/2026 - DRS Def. Comp. ROTH
4043	09/08/2026	Payroll	1	EFT	Department of Retirement Systems	9,695.23	Pay Cycle(s) 09/04/2026 To 09/04/2026 - PERS 2; Pay Cycle(s) 09/04/2026 To 09/04/2026 - PERS 3; Pay Cycle(s) 09/04/2026 To 09/04/2026 - LEOFF II
						34,173.56	001 Current Expense
						1,401.42	102 Street Fund
						40,920.22	401 Light And Power Fund
						6,423.17	405 Water Fund
						10,543.98	407 Sewer Fund
						2,286.70	409 Storm Water Fund
						95,749.05	Payroll:
							95,749.05

WARRANT/CHECK REGISTER

City Of McCleary

Time: 11:47:36 Date: 09/08

Item 2.

08/22/2026 To: 09/08/2026

Page:

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Trans	Date	Type	Acct #	War #	Claimant	Amount	Memo
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DATED this _____ day of _____ 2026.

ATTEST:

X _____

Mayor Brycen Huff

X _____

Councilmember Jacob Simmons

X _____

Councilmember Don Kuismi

X _____

Councilmember Brent Schiller

X _____

Councilmember Andrea Dahl, Mayor Pro Tem

X _____

Councilmember Keith Klimek



City of McCleary

STAFF REPORT

To:	Mayor Andrea Dahl and City Councilmembers
From:	Darrin C. Raines, City Administrator
Date:	September 9, 2026
Department:	City Hall

Action Items

Item 1) I&I Grant/Loan: This item was approved at the meeting in August, however we need this approved by council resolution, so this will need to be brought back to the council again so we can complete this step.

Item 2) RFP for IT Services: We are requesting approval to advertise a Request for Proposals (RFP) for IT services for the entire city. Our current provider's contract expires here soon, so we would like to start the RFP process in September and bring you a new contract for consideration in October.

Part of this agreement will include working with staff on our connectivity issues in our facilities including the Community Center. Dalyn and Paul have been researching our current issues and have produced some great ideas.

In your packet is the draft RFP.

For Information Only

Item 1) Building / Planning Department: Bradley and Dalyn have been busy already working on preparing information for our first Planning Commission meeting on September 14th. We are looking forward to working with our commission members consisting of:

Mark Vessey
Peggy Utesch
Missi Olson
Fred Martin

We are still looking for one additional member, so if you know of anyone interested, please have them send a letter of interest to Mayor Dahl.

Item 2) Utility Projects: Our Utility Manager Kevin Trehwella and Public Works Foreman Cory Marsh continue to research and plan for upcoming utility projects. Kevin and Joe have been busy researching new communications options that will protect our cyber security concerns for our wells, treatment plant, and lift stations. We hope to bring potential solutions forward later in September.

Cory has been getting materials together to complete a storm drainage project that is being funded by FEMA mitigation funds, as well as preparing for a watermain replacement project.

Item 3) Beerbower Park Renovation Update: We received the **DRAFT** Cultural Resources Study from NW Heritage Consultants this past week. As expected, there are no major surprises, however I do need to reply to a couple of items and send them back to the

consultant. As soon as my comments are included in the document, we will be able to begin park renovations.

Item 4) The Ranch at Camp Creek Annexation- Yesterday September 2nd, the Grays Harbor County Boundary Review Board held a meeting to review and approve a Resolution approving the annexation of “The Ranch at Camp Creek” also known as the Studer Property. As soon as I find out the next steps, I will forward that information.

Respectfully,

Darrin C. Raines
City Administrator



City of McCleary

STAFF REPORT

To:	Mayor and Council
From:	Dalyn Beaulieu
Date:	September 1 st , 2026
Department:	Building/Conservation/Code Enforcement/IT

Good evening, Mayor and Council,

Building Department:

A SEPA was submitted to the Department of Ecology for the Culvert Maintenance Project. The project involves vegetation removal at an existing culvert, with no excavation or in-water construction. A Determination of Non-significance (DNS) has been issued. This is an informational item only. The SEPA comment period closes September 21, 2026.

Complaints:

Code Enforcement matters include: **10.20.010 (C)(D)(E) 8.16.20 (1)(3)(6)(7abc)(8)**

Proactive actions continue to be taken to communicate vegetation concerns with courtesy door tags. Consistent communication and signature on the Voluntary Compliance Form have been established for case 26-0005.

IT RFP Request:

The City's current IT services agreement is approaching expiration, and staff recommends issuing a Request for Proposals (RFP) to secure qualified technology services. The selected vendor will provide ongoing support for the City's information technology infrastructure, cybersecurity, network management, help desk services, and strategic technology planning.

ACTIVITY	TOTAL	Notes
Customer Service	23	
Permits Issued	3	
Plan Reviews	0	
Inspections Performed	3	
Complaints Received	1	
Code Violations Identified	2	Code 10.20.010 (C)(D) (E) 8.16.020 (1)(3)(6) (7abc) (8)
Communications	2	
Nuisance Letters	1	
Thank you, Compliance Letters	0	
Lemay's Garbage Letters Sent	0	

Conservation Program

Month	Applications Received	Conservation Permits Issued	Rebates Paid This Month	Total Rebates Paid to Date
Sept.	0	3	\$0	\$25,640.33

City of McCleary

STAFF REPORT

To:	Mayor and Council
From:	Julie Pope, Clerk-Treasurer
Date:	09/09/2026
Department:	Finance

Mayor and Council,

Council Workshop

A Council Workshop was originally scheduled for this week; however, it has been rescheduled to the October 7, 2026, Council meeting.

WCIA will provide a presentation titled “Council Do’s and Don’ts,” which will cover important information and best practices for serving as a City Councilmember.

Council Action

CivicPlus Software

The City needs to replace several aging systems and improve its ability to manage public information, records, and accessibility. CivicPlus provides a coordinated solution that addresses the following needs:

Website: At the last Council meeting, the Council approved a proposal from CivicPlus for the City's website. By combining the website with CivicPlus' other products, the City was able to reduce the overall annual cost.

Agenda Management: The City's current agenda management software will be retired in April 2027. CivicPlus will provide a supported replacement for Council agendas, packets, and meeting materials.

Public Records: The system will replace the City's manual spreadsheet tracking process with a centralized system and public portal. It will assist staff with tracking requests, redacting documents, and identifying applicable RCW exemptions.

Social Media Archiving: The system will automatically capture City social media posts, comments, edits, and deletions, supporting the City's public records retention responsibilities.

Document Accessibility: DocAccess will convert PDFs, scanned documents, and handwritten documents into accessible, screen-reader-ready formats.

Legal Requirements

The proposed purchase will assist the City in meeting its obligations under federal and Washington State law, including:

ADA: Title II requires equal access to City programs, services, and information. Federal requirements establish WCAG 2.1 Level A and AA standards for covered web content, with a compliance deadline of April 26, 2028, for local governments with populations under 50,000.

Public Records: Chapter 42.56 RCW requires timely responses to public records requests and appropriate disclosure, redaction, and identification of exemptions.

Records Retention: Chapter 40.14 RCW requires the City to properly retain and manage public records, including electronic records and social media content related to City business.

The CivicPlus solutions will provide staff with tools to help the City meet these requirements while improving efficiency, accessibility, transparency, and public access to City information.

Respectfully,

Julie Pope
Clerk-Treasurer



City of McCleary

STAFF REPORT

To:	Mayor Dahl and Council
From:	Paul Nott
Date:	9/4/2026
Department:	Light and Power

Hello All,

This last month consisted of more work preparing Sand Creek for cutover, a couple new services, and line maintenance preparing for storm season.

We had a significant outage on Wednesday afternoon involving the 12 KV substation. It started with a tree that fell into the primary that fed the mill and relayed back to the substation. It was a high amperage fault that ended up damaging one of the circuit relays. GHPUD will be sending a substation crew here on Tuesday to assist us with sorting out the damage and making repairs.

This is a good time to remind everyone to start preparing for storm season as we never know what mother nature has in her plans for us.

If anyone has any questions or concerns, feel free to contact us...

Paul

City of McCleary

STAFF REPORT

To:	Mayor and Council
From:	Cory Marsh
Date:	9/4/2026
Department:	Public Works

Hello Everyone,

In the month of August, we had 4 water leaks. 2 leaks were small repairs, the other 2 required more. The Crew replaced an entire service line to a residence which required replacing from the main to the meter. We were called out on Sunday August 16th for a leak on summit road that was creating a sink hole. This service line fed 2 customers who have called about low pressure, once we were able to find the leak and make the proper repairs, proper pressure was restored to the customers.

As we are getting into the winter months where we are going to expect rainfall we are working on getting our storm issues from the previous year corrected to minimize flooding into homeowners' property. We have 1 FEMA project to complete before the new year and 1 FEMA project that won't be repaired till next summer as we are rolling into fish season and need to make sure we have the proper permits to do the job.

I have sent over our Water meter, hydrants, and valves coordinates to IamGIS we need to complete Sewer cleanouts and manholes. Once we complete those we can send over the coordinates and start phase 2.

If you have any questions, feel free to reach out to me at anytime...

Thank You

Cory Marsh



CITY OF MCCLEARY

Request for Proposals IT Managed Services

Date of Issue: September 11, 2026

**Submission Deadline:
September 30, 2026, at
4:00pm PDT**

**Direct all inquiries concerning this RFP to:
Darrin C. Raines darrin.raines@cityofmccleary.com,
360-495-3667**

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1.0 PURPOSE AND BACKGROUND

The purpose of the Request for Proposals (RFP) is to solicit proposals for an IT Managed Services and IT Managed Security Services Provider, collectively referred to as MSP, that will work cooperatively in a partial or fully co-managed relationship with The City of McCleary' internal IT person. The City of McCleary has the following objectives for the service and seeks a partner with expertise in the following:

- Infrastructure Monitoring and Response
- Ticketing with Rapid / Timely End-User Response
- Strong Cybersecurity and Threat Monitoring, Alerting, Response, and Remediation Expertise
- Data Backup and Disaster Recovery Solution
- Microsoft 365 Expertise
- Reporting and Periodic Meetings

ORGANIZATION INFORMATION

The City of McCleary lies on the Pacific Coast of Washington in Grays Harbor County. The city has a full-time population of approximately 2040. The city operates with a Strong Mayor and City Council system of government. The city employs approximately 30 employees.

CONTRACT LENGTH

Following negotiation, the successful proposer will be asked to enter a contract with City of McCleary. The length of the contract is proposed to be 2 years, renewable to a maximum of 4 years.

2.0 GENERAL INFORMATION

REQUEST FOR PROPOSALS (RFP) DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference.

RFP SCHEDULE

The table below shows the intended schedule for this RFP. The Contract Lead will make every effort to adhere to this schedule.

Action	Responsibility	Date and Time
Issue RFP	McCleary	Thursday, September 11, 2026
Submit Intention to Bid	Respondents	ASAP / No later than Sep 16, 2026, 4pm
Tour Available	McCleary	Thursday Sep 17 – Tuesday Sep 22, 2026
Submit Proposals	Respondents	Thursday September 30, 2026
Selection and Notification	McCleary	October 7, 2026
Contract Award & Negotiations	Selected Finalist & McCleary	October, 2026

RFP QUESTIONS

Upon review of the RFP documents, Respondents may have questions to clarify or interpret the RFP to submit the best proposal possible. To accommodate the proposal questions process, Respondents shall submit any such questions by the above due date to **Darrin C. Raines**(darrin.raines@cityofmccleary.com)

Respondents will enter “Questions for McCleary MSP RFP” as the subject for the email. Questions submittals must include a reference to the applicable RFP section.

Questions received prior to the submission deadline date, McCleary’ response and any additional terms deemed necessary by McCleary will be emailed to all respondents. No information, instruction or advice provided orally or informally by any McCleary personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Respondents shall be entitled to rely *only* on written material contained on the RFP Questions list or an official Addendum to this RFP that will be posted on the McCleary public website.

McCleary shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of McCleary during the competitive process or after award. McCleary is bound only by information provided in this RFP and in formal Addenda.

ONSITE TOUR

Respondents wishing to arrange an onsite tour of the McCleary systems should **contact Darrin C. Raines either via phone at (360-495-3667 or via email to darrin.raines@cityofmccleary.com)**.

An onsite tour is optional and not required to submit a proposal.

INSTRUCTIONS

McCleary encourages all potential respondents to read the full RFP document, including all attachments, prior to preparing a response. In addition, Respondents shall note the following:

- **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Respondent in preparing, submitting proposals or participating in finalist interviews are the Respondent's sole responsibility; McCleary will not reimburse any Respondent for any costs incurred prior to award.
- **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, McCleary will maintain confidential trade secrets that the Respondent does not wish to be disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Respondent, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Any material labeled as confidential constitutes a representation by the Respondent that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret. Respondents are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

DEFINITIONS, ACRONYMS AND ABBREVIATIONS

- **MCCLEARY:** The City of McCleary
- **CONTRACT:** A contract generally intended to cover all normal requirements for the scope of services for a specified period based on an agreed upon price.
- **CONTRACT LEAD:** Representative of McCleary who corresponds with potential Respondents to identify and contract with that Respondent providing the greatest benefit to McCleary and who will administer the contract for McCleary.
- **RFP:** Request for Proposals.
- **PROPOSAL:** A submission in response to this RFP by a responsible Respondent.
- **QUALIFIED PROPOSAL:** A proposal submitted by a responsible Respondent that is responsive to the requirements of the RFP as outlined in this document.
- **RESPONDENT:** Supplier, Respondent, company, firm, corporation, partnership, individual or other entity submitting a response to this RFP.

NOTICE TO RESPONDENTS REGARDING TERMS AND CONDITIONS

It shall be the Respondent's responsibility to read the Instructions, McCleary's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Respondents also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP. A copy of McCleary's standard contract with terms and conditions may be requested.

If Respondents have questions, issues or exceptions regarding any term, condition, instruction or other component within this RFP, those shall be submitted as questions in accordance with the instructions in Section 2.3 Proposal Questions. If McCleary determines that any changes will be made because of the questions asked, then such decisions will be communicated in the form of an RFP addendum. McCleary may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, McCleary rejects and will not be required to evaluate or consider any additional or modified terms and conditions or Instructions to Respondents submitted with Respondent's proposal document. This applies to any language appearing in or attached to the document as part of the Respondent's proposal that purports to vary any terms and conditions or Respondents' instructions herein or to render the proposal non-binding or subject to further negotiation. **By execution and delivery of a proposal in response to this Request for Proposals, Respondent agrees that any additional or modified terms and conditions, including Instructions to Respondents, whether submitted purposely or inadvertently, or any purported condition to the offer shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Respondent's proposal as nonresponsive.**

If a Respondent desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in Section 2.3, about whether specific language proposed as a modification is acceptable to or will be considered by McCleary. Identification of objections or exceptions to McCleary's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected. By executing and submitting its proposal in response to this RFP, the Respondent understands and agrees that McCleary may exercise its discretion not to consider any and all proposed modifications a Respondent may request and may accept the Respondent's proposal under the terms and conditions in this RFP.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

METHOD OF AWARD

All Qualified Proposals submitted by the due date and time will be evaluated. McCleary will select award or awards based on the evaluation criteria outlined below. While the intent of this RFP is to award a Contract to single Respondent for all line items, McCleary reserves the right to make separate awards to different Respondents for one or more-line items, to not award one or more-line items or to cancel this RFP in its entirety without awarding a contract, if it is considered to be most advantageous to McCleary to do so. McCleary reserves the right to waive any minor informality or technicality in proposals received.

CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are submitted through the date the contract is awarded—each Respondent submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, department secretary, agency head), or private entity, if the communication refers to the content of Respondent's proposal or qualifications, the contents of another Respondent's proposal, another Respondent's qualifications or ability to perform the contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Respondent not in compliance with this provision shall be disqualified from contract award, unless it is determined in McCleary's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of McCleary would not be served by the disqualification. A Respondent's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP, or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

PROPOSAL EVALUATION PROCESS

McCleary shall review all Proposals to this RFP to confirm that they meet the specifications and requirements of the RFP and were submitted by the stated deadline. Only those deemed as Qualified Proposals will be sent for evaluation by the selection committee.

- a) Proposals are requested for the scope of services as specified. McCleary reserves the right to reject any proposal based on fit, form and function as well as cost. All information furnished in this proposal may be used as a factor in determining the award of this contract.
- b) McCleary will review and assess Qualified Proposals according to the evaluation criteria listed below.
- c) McCleary will rank all Qualified Proposals and may select a finalist group of Respondents to take part in a short interview with McCleary leadership; alternatively, McCleary may make a final selection without the need for a finalist interview. If a finalist group is needed, McCleary may request additional formal responses or submissions from any or all Finalists for the purpose of clarification or to amplify the materials presented in any part of the proposal. Finalists are cautioned, however, that McCleary is not required to request clarification and often does not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Respondent. Prices proposal cannot be altered or modified as part of a clarification.

- d) Upon completion of the evaluation process, McCleary will make award(s) based on the evaluation and notify Respondents via email of the award(s). Award of a Contract to one Respondent does not mean that other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to McCleary. All Respondents will be notified regarding the status of their Qualified Proposal by the date of the proposed contract award in the schedule above.

PROPOSAL EVALUATION CRITERIA

McCleary staff will evaluate individual submittals in context of the Respondent's overall capabilities, experience and the information provided in each response. Any Respondent determined to be technically unqualified, or whose submittal is deemed unresponsive, will not be considered. Proposals responding to this RFP will be evaluated on the following basis:

Response to Project Goals and Scope	40%
Fee Proposal	30%
Firm Information, Qualifications & References	25%

INTERPRETATION OF TERMS AND PHRASES

This Request for Proposals serves two functions: (1) to advise potential Respondents of the parameters of the solution being sought by the agency; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposals shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as "shall," "must," and "requirements" are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, McCleary will take into consideration the degree to which Respondents have proposed or failed to propose solutions that will satisfy the City's needs as described in the Request for Proposals. Except as specifically stated in the Request for Proposals, no one requirement shall automatically disqualify a Respondent from consideration. However, failure to comply with any single requirement may result in McCleary exercising its discretion to reject a proposal in its entirety.

4.0 PROPOSAL REQUIREMENTS & SUBMITTAL

This Section lists the requirements related to this RFP and the procedure for submitting Proposals in response to this RFP. By submitting a Proposal, the Respondent agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Respondent is unclear about a requirement or specification or believes a change to a requirement would allow for McCleary to receive a better proposal, the Respondent is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with the RFP Instructions.

PROPOSAL PREPARATION & SUBMITTAL

Respondents shall note the following requirements for Proposal format and submittal instructions:

- **FORMAT:** Respondents shall deliver one **(1) signed, original proposal via mail as below**. Proposals are limited to 20 pages maximum, with an additional two (2) pages maximum for the cover letter and five (5) pages maximum for any appendix.
- **ORGANIZATION:** All Proposals shall be arranged in the following order. See below for the full requirements.
 - **SUBMITTAL INSTRUCTIONS:**
 - If mailing via USPS send to:

Proposal Submission for McCleary MSP RFP
Care Of: Darrin C. Raines
100 S 3rd Street McCleary,
WA 98557
 - If sending via FedEx or UPS send to:

Proposal Submission for McCleary MSP RFP
Care Of: Darrin C. Raines
100 S 3rd Street
McCleary, WA 98557
- **IMPORTANT NOTE:** It is the responsibility of the Respondent to have the proposal submitted by the specified time and date listed above. This is an absolute requirement. The original hard copy of the proposal must be postmarked by the submittal deadline. Any proposal received after the proposal submission deadline will not be accepted or evaluated. Attempts to submit a Proposal via facsimile (FAX) machine in response to this RFP will **not** be accepted.
- **ADDENDA:** Critical updated information may be included in Addenda to this RFP. It is important that all Respondents proposing on **this RFP periodically check with Darrin C. Raines at darrin.raines@cityofmccleary.com** for any Addenda that may be issued prior to the proposal deadline date. All Respondents shall be deemed to have read and understood all information in this RFP and all Addenda thereto.
- **WITHDRAWAL OF PROPOSAL:** A proposal may be withdrawn only in writing and only by the office issuing the RFP prior to the time for the opening of proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request shall be on Respondent's letterhead and signed by an official of the Respondent authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of McCleary.

PROPOSAL CONTENTS

To ensure a uniform review process and to obtain the maximum degree of comparability, it is required that proposals are organized in the manner specified in this section. Respondent's proposal shall include the required elements outlined below, populating all attachments of this RFP that require information and including an authorized signature where requested. Additional details required for each Proposal section are listed below.

A. RFP Package must include the following components in order:

Section

1. RFP Checklist
2. Cover Letter
3. Firm Qualifications and Experience
4. Proposed Strategy and Technical Approach
5. Proposed Pricing
6. Key Personnel Experience
7. Appendices
 - b. Requested Attachments
 - c. Administrative Attachments

Section 1: RFP Checklist

- Complete and submit the RFP Checklist available in Attachment A of this RFP. (Note: Respondent may recreate Attachment A so long as the content is consistent)

Section 2: Cover Letter

Provide a cover letter not exceeding two (2) pages, which is signed by an officer of the firm who is responsible for committing the firm's resources.

The cover letter should provide the following:

- Respondent's name, primary contact name, business address, phone number, fax number and email address;
- Name and title of the individual with responsibility for the response and who will receive correspondence regarding this RFP;
- A brief statement of the Respondent's understanding of the services required and qualifications to provide MSP services;
- A list of any subcontractors and reason for teaming on the RFP; also include the subcontractor's primary contact name, business address, phone number, email; and confirm that your insurance properly covers subcontractor work.
- Confirmation that you and your subcontractors conduct background checks on all personnel.
- Such other information as the Respondent deems appropriate.

Section 3: Firm Qualifications and Experience

In this section, Respondent shall provide firm and staff qualifications and demonstrate the firm's prior experience in delivering IT Managed Services and Managed Security Services.

Please complete and submit within this section:

- Attachment B –References Sheet (Note: Respondent may recreate Attachment B so long as the content is consistent)

Section 4: Proposed Strategy and Technical Approach

In this section, Respondent shall provide the firm's proposed strategy and technical approach to meet the Scope of Work requirements outlined in Section 5 below. Specific areas of the approach that the Respondent should address include:

- Respondent's (your own) Proposal/Narrative
- Completed McCleary MSP Response Template

Section 5: Proposed Pricing

Respondents shall provide a detailed price proposal based on their approach to delivering the scope of services in this RFP. The format of the proposed pricing should adhere to the summary pricing outline in Attachment C and include Respondent's typical MSP contract outlining products and pricing in more detail. Note that McCleary is unable to accept unlimited reimbursable expenses. Any proposed reimbursable expenses must be capped in the price proposal.

Please complete and submit within this section:

- Attachment C– Pricing Proposal (Use McCleary MSP Response Template) and include any details with your regular contract pricing proposals to provide further context for the summary pricing information in the response template.
- Attachment D – Location of Workers Utilized by Respondent

Section 6: Key Personnel Experience

Respondents shall provide a summary of qualifications for key personnel and any subcontractors proposed to work on the scope of work under this contract. Summary of qualifications should not replicate details to be provided in Section 3, rather highlight how the individuals' experience is relevant for this scope of work.

- Organizational chart of Respondent and any subcontractors
- Overview of Key Personnel and qualifications (1 page with a paragraph each highlighting experience and any relevant certifications)

Section 7: Appendix Administrative Information

- Attachment - E Proof of Liability Insurance with its Limits
- Acknowledged Addenda, if applicable

5.0 SCOPE OF WORK

The following scope of work tasks have been prepared as a guide to help the interested Respondent understand the expected product from this work engagement. Items identified as required for the RFP response should be addressed in the respondent's submittal. Required and optional requirements for the study scope of work are also noted. Respondents are encouraged to provide suggestions to this scope that would improve the end product.

SCOPE

- **Infrastructure Monitoring and Response**

- 24/7 monitoring and response for cybersecurity threats and incidents or high-severity operational failures
- 9x5 monitoring and response for help desk and other operating issues in accordance with a reasonable SLA based on severity and impact.
- Seeking an MSP with expertise to manage and monitor the Core Infrastructure, Endpoints and Microsoft 365 operating environment (see [Appendix 1](#) for details).
- Ideal candidate will agree to co-manage the Remote Monitoring and Management (RMM) solution. The RMM expected features include Monitoring and Alerting, OS & 3rd-Party Patch Management, Endpoint Policy Management, Software Packaging & Deployment, Remote Access, and Reporting.

- **Ticketing with Rapid / Timely End-User Response**

- Ideal MSP candidate will have a web-based, on-demand Support Queue that will allow our end-users to request immediate assistance from the next available technician, and ability for our end-users to choose a convenient time from the MSP's shared support calendar.
- Ideal MSP candidate will provide McCleary' Internal IT Support resource access to the MSP's Ticketing solution whereby tickets can be managed, routed, and reported upon. Alternatively, McCleary may elect to license their own Ticketing system and ask the MSP to leverage it or integrate into it.

○

- **Strong Cybersecurity and Threat Monitoring, Alerting, Response, and Remediation Expertise**

- Seeking an MSP that demonstrates strong cybersecurity expertise, ideally with certified security professionals (e.g. [CISSP](#), [CISM](#), or equivalent) on staff and/or leveraging an MSSP partnership relationship with Managed Detection & Response (MDR) or equivalent 24/7 monitoring and immediate response capabilities including but not limited to isolating a compromised computer for remediation and locking out suspicious users from logging in.
- MSP will configure and deploy a market-leading Endpoint Detection & Response (EDR) solution.
- MSP will minimally configure and monitor log event data from the EDR agent, Firewall, and Microsoft 365 environment.
- Ideal MSP candidate will have experience in Incident Response and Threat Hunting
- Ideal MSP candidate will operate their own and our environment in accordance with the NIST Cybersecurity Framework, AICPA SOC 2, or equivalent industry-recognized framework and have associated certification(s).

Due to the sensitive nature of public safety data within the Police and Fire departments, any Technicians assigned to the City of McCleary account must be able and willing to pass a detailed check, to include fingerprinting and a criminal background record history via CJIS (Criminal Justice Information Security).

- **Data Backup and Disaster Recovery Solution**

- Seeking an MSP that delivers reliable backup capabilities for on-premises and cloud-based backup capabilities with on-premises caching and offsite replication that allows rapid restoration of servers, services or data.
 - On-premises backup needs includes backing up servers, Active Directory (properly), file shares, and SQL Server databases (properly).

- On-premises backup solution should have ability to spin up servers/services from the local cache or cloud repository.
- Cloud backup needs principally include Microsoft 365; however, the ideal solution will have capabilities for other common SaaS solutions.
- Ideal candidate will agree to co-manage the backup solution whereby McCleary purchases and owns the tenancy, and the MSP manages the process.
- **Microsoft 365 Expertise**
 - Seeking an MSP with experience in the Microsoft 365 platform including especially Microsoft 365 Licensing, On Premise and Azure Active Directory (Entra) including policy configurations such as conditional access and Single-Sign-on and Exchange Online.
 - Ideal candidate will have experience in Microsoft Teams and effective use of OneDrive and SharePoint for information management including leveraging retention and tagging policies.
 - Ideal candidate will have experience with Microsoft Intune with ability to use this solution for Endpoint Policy Management (including Mobile Devices in the future), OS Patch Management, and Software Package and Deployment Management.
- **Reporting and Periodic Meetings**
 - MSP will provide periodic reports including Security, Operations Health, and Asset Inventories, and will also conduct a regular scheduled 2-week Environment and Project Update Meeting, as well as a quarterly Account Relationship Manager meeting with the internal IT committee. For specific reports and meeting details please see [Appendix 3](#).

APPENDIX 1: IT Environment Details

The City of McCleary requires an MSP able to manage and/or support at a minimum one or more systems capable of providing the following functions. For some functions it is anticipated that the MSP will be providing support in a secondary capacity to the on-site technician.

If a respondents proposal requires additional information regarding systems currently in use, please contact **Darrin C. Raines** (darrin.raines@cityofmccleary.com)

Category	Subcategory	Function	MSP Expectation
Networking	Security	Firewall	Maintain, Modify, Support
Networking	Switching	Network Switches	Maintain, Modify, Support
Networking	Wireless	Wireless	Maintain, Modify, Support
Infrastructure	Backup	Backup Storage	Maintain, Modify, Support
Infrastructure	Virtualization	Virtualization Cluster	Maintain, Modify, Support
Productivity	Office Suite	M365	Secondary Support
Infrastructure	Configuration	Azure Entra ID	Maintain, Modify, Support
Infrastructure	Compliance	Microsoft Purview	Maintain, Modify, Support
Networking	Security	802.1x Authentication	Maintain, Modify, Support
Networking	VPN	Remote Access	Maintain, Modify, Support
Networking	Remote Connection	In Vehicle Modems	Secondary Support
Networking	Remote Connection	Verizon Private Network	Maintain, Modify, Support
Networking	VPN	Site to Site	Maintain, Modify, Support
Clients	Desktops	Desktop PCs	Secondary Support
Clients	Laptops	Laptop PCs	Secondary Support
Printing	Network Printing	Network Printers	Maintain, Modify, Support
Clients	Software	Software Issues	Secondary Support

APPENDIX 2: Statistics

Following is a set of statistics to help candidates understand the anticipated workload.

Personnel Count

The City of McCleary employs approximately 35 users. We expect that any pricing based on user counts will be adjusted based on the current count. For example, if the personnel count is reduced, we would expect to pay less for our monthly bill. For purposes of quoting, we need you to quote a 110% of the current count (i.e. 47)

Workstations

The City of McCleary has approximately 40 workstations in use. We expect that any pricing based on user counts will be adjusted based on the current count. For example, if the personnel count is reduced, we would expect to pay less for our monthly bill. For purposes of quoting, we need you to quote a 110% of the current count (i.e. 52)

Server Environment

The City of McCleary operates an onsite cluster of virtual machines with two physical hosts and approximately 5 Virtual Machines.

Attachments outlining what respondents must prepare for this RFP begin on the next page.

ATTACHMENT A: REQUEST FOR PROPOSAL CHECKLIST

McCleary MSP RFP Response Checklist

Section	Checklist	McCleary Use only
1	RFP CHECKLIST	
2	RFP Cover Letter	
3	Firm Qualifications and Experience References – Attachment B	
4	Proposed Strategy and Technical Approach Respondent's (your own) Proposal / Narrative	
5	Proposed Pricing Pricing Proposal – Attachment C	
6	Key Personnel Experience	
7	Appendices & Administrative Information Proof of Liability and its Limits – Attachment E (Awarded Only) Acknowledgement of Addenda (If Applicable) Location of Workers Utilized by Respondent–Attachment D	

RESPONDENT NAME:

ATTACHMENT B: REFERENCES

Respondent **must** provide a minimum of three (3) references for whom you have performed similar services as described herein. **Note:** E-mail addresses must be valid. Failure to provide a valid email may subject the Respondent's proposal to rejection. An Example of the relevant information needed is below.

Reference 1:

Client Name	
Type of Service / Scope of Work	
Performance Dates	
Contact Name	
Phone	
Email	

Reference 2:

Client Name	
Type of Service / Scope of Work	
Performance Dates	
Contact Name	
Phone	
Email	

Reference 3:

Client Name	
Type of Service / Scope of Work	
Performance Dates	
Contact Name	
Phone	
Email	

ATTACHMENT C: PRICING PROPOSAL

In addition to completing this cover sheet, Respondents shall provide a detailed price proposal based on their approach to delivering the scope of services in this RFP. Note that McCleary is unable to accept unlimited reimbursable expenses. Any proposed reimbursable expenses must be capped in the price proposal. An example format for pricing information is available below.

1-Time Cost

Total Onboarding 1-Time Cost	
Total Licensing 1-Time Cost	
Total 1-Time Cost	

Recurring Service Costs

Proposed Contract Term	
Total Monthly Recurring Cost	
Total Annual Recurring Cost	
Total Services Contract Term Cost	

Recurring Licensing Costs

Total Monthly Recurring Licensing Costs	
Total Annual Recurring Licensing Cost	
Total Licensing Contract Term Cost	

Total Contract Costs

Total Reimbursable Expenses Cap	
Total Contract Cost (1-Time + Recurring)	

Please attach a full price proposal that references the specific tasks and deliverables outlined in Section 5 – SCOPE OF WORK. The format of the price proposal is at the discretion of the Respondent and may be adjusted based on Respondents standard pricing and contract templates.

PC TECHNOLOGIES

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY RESPONDENT

The Respondent shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. McCleary or its designee will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

Will any work under this Contract be performed outside the United States?

☐ YES	☐ ✓ NO
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If the Respondent answered "YES" above, Respondent shall complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Respondent, any sub-Contractors, employees, or other persons performing work under the Contract:
2. Describe the corporate structure and location of corporate employees and activities of the Respondent, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

The Respondent agrees to provide notice, in writing to McCleary, of the relocation of the Respondent, employees of the Respondent, sub-Contractors of the Respondent, or other persons performing services under the Contract outside of the United States

☐ ✓ YES	☐ NO
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Identify all U.S. locations at which performance will occur:

Grays Harbor County, WA

ATTACHMENT E: CERTIFICATION OF INSURANCE (IF AWARDED)

This section is for information only. Any respondent awarded a contract will be required to have insurance meeting the requirements below and provide proof of such before the finalization of said contract. If a respondent already has such insurance and proof thereof, they may submit such proof with response if desired.

The MSP shall provide and maintain at its sole cost and expense during the term of an Agreement, insurance coverage in accordance with best industry practices, and sufficient in any case, to protect the assets subject of an Agreement from loss due to theft, fraud, and /or undue physical damage. MSP will procure and maintain and ensure that any of its subcontractors approved pursuant to an Agreement procure and maintain insurance as follows:

Indemnification / Hold Harmless

Consultant shall defend, indemnify and hold the Public Entity, 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 Consultant in performance of this Agreement, except for injuries and damages caused by the sole negligence of the Public Entity.

However, 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 Consultant and the Public Entity, its officers, officials, employees, and volunteers, the Consultant's liability, including the duty and cost to defend, hereunder shall be only to the extent of the Consultant's negligence. It is further specifically and expressly understood that the indemnification provided herein constitutes the Consultant's waiver of immunity under Industrial Insurance, Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration or termination of this Agreement.

A. Insurance Term

The Consultant 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 Consultant, its agents, representatives, or employees.

B. No Limitation

The Consultant's maintenance of insurance as required by the Agreement shall not be construed to limit the liability of the Consultant to the coverage provided by such insurance, or otherwise limit the Public Entity's recourse to any remedy available at law or in equity.

C. Minimum Scope of Insurance

The Consultant 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 at least as broad as Insurance Services Office (ISO) form CA 00 01.
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 Public Entity shall be named as an additional insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the Public Entity using an additional insured endorsement at least as broad as ISO endorsement form CG 20 26.

3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Technology Errors & Omissions (E&O)
5. Network Security (Cyber) and Privacy Insurance shall include, but not be limited to, coverage, including defense, for the following losses or services:

Liability arising from theft, dissemination, and/or use of Public Entity confidential and personally identifiable information, including but not limited to, any information about an individual maintained by the Public Entity, including (i) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (ii) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information regardless of how or where the information is stored or transmitted.

Network security liability arising from (i) the unauthorized access to, use of, or tampering with computer systems, including hacker attacks; or (ii) the inability of an authorized third party to gain access to supplier systems and/or Public Entity data, including denial of service, unless caused by a mechanical or electrical failure; (iii) introduction of any unauthorized software computer code or virus causing damage to the Public Entity or any other third party data.

Lawfully insurable fines and penalties resulting or alleging from a data breach.

Event management services and first-party loss expenses for a data breach response including crisis management services, credit monitoring for individuals, public relations, legal service advice, notification of affected parties, independent information security forensics firm, and costs to re-secure, re-create and restore data or systems.

D. Minimum Amounts of Insurance

The Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$2,000,000 each occurrence, \$2,000,000 general aggregate.
3. Technology Errors & Omissions (E&O) shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit.
4. Network Security (Cyber) and Privacy Insurance shall be written with limits no less than \$2,000,000 per claim \$2,000,000 policy aggregate for network security and privacy coverage, \$100,000 per claim for regulatory action (fines and penalties), and \$100,000 per claim for event management services.

E. Other Insurance Provision

The Consultant's Automobile Liability and Commercial General Liability insurance policies are to contain or be endorsed to contain that they shall be primary insurance as respect the Public Entity. Any insurance, self-insurance, or self-insured pool coverage maintained by the Public Entity shall be excess of the Contractor's insurance and shall not contribute with it.

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

The Consultant shall furnish the Public Entity 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 Agreement before commencement of the work.

H. Notice of Cancellation

The Consultant shall provide the Public Entity 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 Consultant to maintain the insurance as required shall constitute a material breach of contract, upon which the Public Entity may, after giving five business days' notice to the Consultant to correct the breach, immediately terminate the Agreement 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 Public Entity on demand, or at the sole discretion of the Public Entity, offset against funds due the Consultant from the Public Entity.

J. Public Entity Full Availability of Consultant Limits

If the Consultant maintains higher insurance limits than the minimums shown above, the Public Entity shall be insured for the full available limits of Commercial General and Excess or Umbrella liability maintained by the Consultant, irrespective of whether such limits maintained by the Consultant are greater than those required by this Agreement or whether any certificate of insurance furnished the Public Entity evidence limits of liability lower than those maintained by the Consultant.

K. Safeguarding of Personal Information

The Consultant shall not use or disclose Personal Information, as defined in RCW 19.255.010, in any manner that would constitute a violation of federal law or applicable provisions of Washington State law. Consultant agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of Personal Information.

The Consultant shall ensure its directors, officers, employees, subcontractors or agents use Personal Information solely for the purposes of accomplishing the services set forth in the Agreement.

The Consultant shall protect Personal Information collected, used, or acquired in connection with the Agreement, against unauthorized use, disclosure, modification or loss.

The Consultant and its sub-consultants agree not to release, divulge, publish, transfer, sell or otherwise make Personal Information known to unauthorized persons without the express written consent of Public Entity or as otherwise authorized by law.

The Consultant agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of Personal Information.

The Consultant shall make the Personal Information available to amend as directed by Public Entity and incorporate any amendments into all the copies maintained by the Consultant or its subcontractors. Consultant shall certify its return or destruction upon expiration or termination of the Agreement and the Consultant shall retain no copies. If Consultant and Public Entity mutually determine that return or destruction is not feasible, the Consultant shall not use the Personal Information in a manner other than those permitted or authorized by state and federal laws.

The Consultant shall notify Public Entity in writing immediately upon becoming aware of any unauthorized access, use or disclosure of Personal Information. Consultant shall take necessary steps to mitigate the harmful effects of such use or disclosure. Consultant is financially responsible for notification of any unauthorized access, use or disclosure. The details of the notification must be approved by Public Entity. Any breach of this clause may result in termination of the Agreement and the demand for return of all Personal Information.

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PREPARED FOR

City of McCleary, WA

CivicPlus Unified Digital Platform — Council Presentation

Website · Agenda & Meeting Management · NextRequest

DocAccess · Social Media Archiving



The Case for Modernizing McCleary's Digital Infrastructure

Manual, spreadsheet-based processes and platforms that are being sunset are creating real compliance risk for a staff that already wears many hats.

A Manual, Inconsistent Records Process

Public records requests are tracked on spreadsheets across multiple staff and calendars. A request was nearly missed last month simply because it was marked “read” by someone else.

ADA / WCAG 2.1 AA Compliance is Required Today

DOJ Title II requires public-facing web content and PDFs to be accessible. Individuals with disabilities have the right **today** to equal access to digital content.

April 2028 - is the DOJ enforcement deadline—agencies that are not compliant by then will be subject to penalties and fines.

Manual Redactions = Real Financial Risk

Redactions are done by hand in Adobe, with RCW exemption codes researched one at a time. Mistakes aren't covered by insurance — nearby agencies have paid \$100K+ in records-related judgments.

Legacy Platforms Are Being Sunset

Acquia no longer supports McCleary's Drupal 7 website or Municode agenda platform — no further updates or fixes are coming on either system.

One Vendor. One Contract. One Invoice. One Support Team.

Everything McCleary needs under a single CivicPlus partnership — no more juggling systems, vendors, and renewal dates.

Single Sign-On (SSO)

Staff log in once and move between the website, agendas, records, and social media archive — no separate logins or password resets to manage.

One Connected, Searchable Experience

A resident's search through the website surfaces agendas, code, past public records requests, and archived social media together in one centralized view.

One Support Team

One number, one team that knows every platform McCleary uses — no more figuring out which of several vendors owns an issue.

One Contract, One Invoice

All five solutions on one SOW, one renewal date, and one invoice — simpler budgeting for a two-person clerk's office wearing many hats.

Six Platforms. One Purpose: Serving McCleary Better.

01

Municipal Website

Central Starter — Modern, Mobile, Compliant

Replaces the unsupported Drupal 7 site with a WCAG 2.1-ready, mobile-responsive CMS ahead of the 2027 accessibility deadline.

02

Agenda & Meeting Management

AMM Select Pro + AI Editing Assistant

Replaces Municode's agenda tools with a purpose-built system for agendas, packets, and minutes — with the templated, drag-and-drop workflow.

03

NextRequest — Public Records

PT Standard Plan, Unlimited Staff Users

Replaces the manual spreadsheet process with one centralized, auditable portal — automated deadlines, PII search, redaction, and RCW-cited exemption logs.

04

DocAccess — PDF Accessibility

ADA Title II & Section 508 Compliance

Automatically converts PDFs and scanned or handwritten documents — old and new — into accessible, screen-reader-ready formats.

05

Social Media Archiving

Economy Plan — Up to 12 Accounts

Captures every post, comment, edit, and deletion on the City's and Police Department's Facebook pages as a protected public record.

What McCleary Invests — Bundled Across Five Platforms

One bundled agreement. Year 1 discounts applied across Website, Agenda Management, NextRequest, DocAccess, and Social Media Archiving.

Total Investment

Initial Term (Year 1)

\$21,972.20

List price: \$31,660.40

Annual Recurring Services

Year 2 Rate

\$27,724.40

Subject to 5% annual uplift

Year 1 Bundle Savings

Applied at Signing

\$9,688.20

Across all five platforms

Platform	Scope
Website — Municipal Websites Central Standard	Migration, meeting/content migration, blended training, hosting & security
Agenda & Meeting Mgmt — AMM Select Pro	Up to 6 meeting types & boards, AI editing assistant, group training
NextRequest — PT Standard Plan	Unlimited staff users, up to 2TB storage, redaction & compliance tools
DocAccess — PDF Accessibility	Scans, converts & monitors PDFs across cityofmcclary.com
Social Media Archiving — Economy	Up to 12 accounts, up to 1.6K records/month

Solving McCleary's Biggest Pain Point: Public Records

Today, records requests run through spreadsheets, personal calendars, and inboxes shared across staff. NextRequest replaces that with one centralized, auditable system.

TODAY — MANUAL PROCESS

- ▶ Requests tracked on spreadsheets; formatting and process vary by whoever handles it
- ▶ Due dates copied by hand onto multiple staff calendars
- ▶ Redactions done manually in Adobe; RCW exemption codes researched one at a time
- ▶ No audit trail if a requester disputes response timeliness
- ▶ A request was nearly missed last month due to read/unread mix-ups across staff

WITH NEXTREQUEST

- ▶ Every request centralized with automatic 5-day deadline tracking and reminders
- ▶ Full timeline and audit trail proves compliance and hands work off between staff seamlessly
- ▶ Automated PII search and redaction with an auto-generated, RCW-cited exemption log
- ▶ Public-facing request repository deflects duplicate and repeat requests
- ▶ Built-in staff time and cost tracking for reporting to Council

NextRequest is purpose-built for public agencies and already used by neighboring cities including Aberdeen, Hoquiam, Raymond, Gig Harbor, Lakewood, Ruston, and South Bend.

Solving McCleary's Biggest Pain Point: Public Records

Item 9.

 **Penalty Risk: ~\$100K per non-compliance incident — not covered by insurance**
Typical settlement cost seen at comparable public agencies for records-request violations

Case in point: Grays Harbor County was ordered to pay \$65,000 for withholding public records in a recent lawsuit — before legal fees.

Today, at McCleary, records requests run through spreadsheets, personal calendars, and shared inboxes. NextRequest replaces that with one centralized, auditable system.

TODAY — MANUAL PROCESS	WITH NEXTREQUEST
▶ Requests tracked on spreadsheets; process varies by staff member ▶ Due dates copied by hand onto multiple calendars ▶ Redactions done manually; RCW exemption codes researched one at a time ▶ No audit trail if a requester disputes response timeliness	▶ Every request centralized with automatic deadline tracking and reminders ▶ Full timeline and audit trail proves compliance, protecting the City from lawsuits like Grays Harbor's ▶ Automated PII search and redaction with an auto-generated, RCW-cited exemption log ▶ Built-in staff time and cost tracking for reporting to Council

NEXT STEPS

Moving Forward with McCleary

Quote Q-149420-1 expires 9/25/2026. The bundle is invoiced 100% upon signature — Council approval at the September 9th meeting keeps implementation on schedule.

1

Today

Finance committee and Council review the bundled proposal; Julie brings last year's records-request metrics to make the ROI case.

2

By September 4, 2026

Materials distributed to Council a week ahead of the meeting, per the City's standard practice.

3

September 9, 2026

City Council meeting — motion to authorize the Mayor to sign the agreement.

4

Upon Signature

SOW is 100% invoiced; implementation kickoff begins across all five platforms.

5

Ongoing

One vendor, one support team, one renewal date — **McCleary is modernized and ADA/WCAG compliant ahead of April 2028.**

Item 9.

Your Contacts

**Jessica
Drummer
And
Rewen Reyes**

Account Executives — Compliance
CivicPlus



Q-149420-1
Expires 9/25/2026
Net 30

**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:
CivicPlus Pricing
Approval Date:
Expires On:

Statement of Work
Q-149420-1
9/1/2026 4:26 AM
9/25/2026

Client:
City of McCleary, WA

Bill To:
MCCLEARY CITY, WASHINGTON

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Jessica Drummer		jessica.drummer@civicplus.com		Net 30

Website Upgrade

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Starter Standard Annual Fee	Municipal Websites Central : Starter Standard Annual Fee	USD 3,900.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -1,950.00
1.00	Municipal Websites Central: Starter Hosting and Security Annual Fee	Municipal Websites Central: Module Based Hosting and Security Annual Fee	USD 800.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -400.00
1.00	Guardian Security (Cloudflare WAF/CDN)	Cloudflare Tier 1 WAF/CDN security protection	USD 600.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD -300.00
1.00	DNS and Domain Hosting Annual Fee	DNS and Domain Hosting Annual Fee: https://www.cityofmccleary.com/	USD 0.00
1.00	SSL Management CivicPlus Provided	SSL Management CivicPlus Provided: https://www.cityofmccleary.com/	USD 0.00
1.00	DNS and Domain Hosting Setup	DNS and Domain Hosting Setup (https://www.cityofmccleary.com/)	USD 0.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Municipal Websites Central: Migration Standard Implementation	Includes full setup and configuration of the approved website design	USD 0.00
1.00	Municipal Websites Central: Meeting Migration	All publicly available word / pdf formatted meetings and agendas migrated	USD 0.00
1.00	Municipal Websites Central: Content Migration	All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.	USD 0.00
1.00	Municipal Websites Central: Blended Training	Included blended system training, online learning paired with access to a trainer for a 1-hour for questions and learning reinforcement.	USD 0.00

Agenda & Meeting Management Upgrade

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	AMM Select: Conversion Pro Premium Implementation	Includes config. of up to 6 existing meeting types, up to 6 existing boards, 1 approval workflow per existing meeting type, 1 existing staff report, access to 4h of group training, 1h of consulting and recorded training resources	USD 0.00
1.00	AMM Select: AI Editing Assistant	AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes.	USD 0.00
1.00	AMM Select: Pro Annual Fee	AMM Select: Pro Annual Fee	USD 5,300.00
1.00	Website Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD - 2,650.00

DocAccess

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DocAccess Implementation	Implementation of DocAccess	USD 1,500.00

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	DocAccess	DocAccess is a document accessibility platform that scans, converts, and monitors PDF documents on websites to support ADA and Section 508 compliance efforts for users with disabilities.	USD 3,452.40
1.00	PDF Accessibility Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD - 1,726.20

NextRequest

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	NextRequest PT Standard Plan	NextRequest Standard Plan for local agencies; Unlimited Staff Users, Up to 10 Admin-Publisher Users, Up to 2TB Storage. Core Features: Review & Redaction Features, Payments, IT & Compliance Features	USD 9,498.00
1.00	NextRequest PT Standard Implementation	Standard Implementation (Virtual Only): Admin Users: 1 Kickoff Call, 1 Admin Training. Staff Users have Access to a monthly webinar for general training and questions	USD 1,500.00

Social Media Archiving

QTY	PRODUCT NAME	DESCRIPTION	12 Month Value
1.00	Social Media Archiving - Economy	Social Media Archiving Subscription - Up to 12 Accounts & Up To 1.6k Records Per Month	USD 4,188.00
1.00	Social Media Archiving Year 1 Annual Fee Discount	Year 1 Annual Fee Discount	USD - 2,094.00
1.00	Social Media Archiving Provisioning Fee - Economy	Social Media Archiving Account Activation and Setup	USD 500.00

List Price - Initial Term Total	USD 31,060.40
Total Investment - Initial Term	USD 22,118.20
Annual Recurring Services (Subject to Uplift)	USD 27,738.40

Initial Term	24 Months, beginning at signature date.
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	Total Investment - Initial Term refers to the first 12 months of the agreement. Annual Recurring Services (subject to Uplift) refers to the second 12 months of the agreement.
Initial Term Invoice Schedule	100% Invoiced upon Signature Date

Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	5% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at <https://www.civicplus.help/hc/en-us/p/legal-stuff> (collectively, the "Binding Terms"). By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

If the customer has subscribed to the DocAccess services, which is evidenced by the DocAccess line item shown above, the covered domains for the service shall be limited to:
<https://www.cityofmcclary.com/>

Acceptance of Quote # Q-149420-1

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)