

City of Yakima
NOTICE TO PROPOSERS
RFP NO. 12028P

Notice is hereby given by the undersigned that electronic sealed Requests for Proposals will be accepted via PublicPurchase.com until the hour of 11:00:00 AM PST on October 30, 2020. RFPs will be publicly opened in Yakima City Hall, Council Chambers, 129 N. 2nd Street, Yakima, Washington 98901. At such time, Proposers names will be publicly read for: Senior Tours Transportation Services.

Due to the COVID-19 pandemic and the Governor's order against public gatherings, our public bid openings will now be conducted via live stream through our City of Yakima YPAC Division. The link to view the public bid opening remotely is as follows: <https://www.yakimawa.gov/council/live-stream/>

Instructions to register with PublicPurchase.com are available at www.yakimawa.gov/services/purchasing.

The City of Yakima reserves the right to reject any & all RFPs. The City hereby notifies all Proposers that it will affirmatively ensure compliance with WA State Law Against Discrimination (RCW chapter 49.60) & the Americans with Disabilities Act (42 USC 12101 et set.)

Dated October 7, 2020. Publish on October 9 & 10, 2020
Christina Payer, Buyer I



CITY OF YAKIMA REQUEST FOR PROPOSAL # 12028P
COVER SHEET

THIS IS NOT AN ORDER

RFP Release Date: October 9, 2020

Proposal Receipt: Proposers must first register with PublicPurchase.com and Proposal shall be completely uploaded into PublicPurchase.com no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal late, the electronic system will not receive it. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of Proposal opening, unless otherwise noted.

RFP's ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM

Purchasing For:

City of Yakima
Parks and Recreation Harman Center
101 N 65th Ave
Yakima, WA 98908

Buyer in charge of this procurement (Contact for further information):

Christina Payer, Buyer I

Proposals Must be completely uploaded by:

October 30, 2020 at 11:00:00 AM PST

Public Opening ☒

Phone

(509) 576-6696

E-Mail Address

christina.payer@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

Senior Tours Transportation Services

Enter Prompt Payment Discount: ____%net____ days

☐ I hereby acknowledge receiving **addendum(a)** ____, ____, ____, ____, ____, (use as many spaces as addenda received)

In signing this Proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Proposal; that this Proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this Proposal has not been knowingly disclosed prior to the opening of Proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury.

Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by the City of Yakima in this Request for Proposal and all terms of our Proposal.

Company Name

Company Address

Name of Authorized Company Representative (Type or Print)

Title

Phone ()

Fax ()

Signature of Above

Date

Email Address

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I. DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

“Buyer” means the contact person listed on page 2 of this document.

“City” means the City of Yakima, Washington. Also referred to as **“Owner”**.

“Contract” means written agreement between the **“Owner”** and the **“Contractor”** (or **“Successful Proposer”**) that covers the delivery of work to be performed subsequent to this RFP.

“Contract Manager” means the individual in the City of Yakima Purchasing Division (Buyer) responsible for managing this RFP and subsequent contractual issues.

“Contractor” means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

“Department” means the City of Yakima, Department/Division.

“Executive” means the City of Yakima City Manager

“Owner” also referred to as City of Yakima.

“Project Manager” means the individual in City of Yakima Departments/Divisions and/or an assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

“Proposal” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

“Proposer” means any individual, company, corporation, or other entity that responds to this RFP.

“RFP” means Request for Proposal.

“SOW” means Statement of Work.

“Subcontractor” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

RFP # 12028P
Senior Tours Transportation Services

II. GENERAL INFORMATION

1. Introduction

The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for Senior Tours Transportation Services. The City of Yakima (referred to as “Owner” throughout this document), The Harman Center, Yakima Parks and Recreation, as represented by City Purchasing, intends to use the results of this solicitation to award a contract for such services.

2. Scope and Objectives

The City of Yakima Harman Center is seeking proposals from qualified firms to provide transportation services for senior tours as a yearly contract. Contractor shall be an independent contractor under the terms of this contract.

The Harman Center anticipates scheduling approximately 25-35 tours per year and has an annual budget of approximately \$250,000. A copy of this year’s trips/tours is attached at the end of this document as Exhibit “B”. This may be helpful in better understanding the scope of work.

3. Background and Current Operations

ABOUT THE OWNER

The City of Yakima, county seat of Yakima County, was incorporated in 1886 and is located in central Washington State. It encompasses 28.7 square miles in an area of rich volcanic soil. The City is 145 miles southeast of Seattle, and 200 miles southwest of Spokane, Washington. The region is served by rail, highway and air transportation facilities, which have helped develop the City as the commercial and business center of Central Washington. With a 2016 population of 93,986 Yakima is the ninth largest city in the State of Washington.

The City provides the full range of municipal services contemplated by charter or statute. These include public safety (police, fire, and building), public improvements (streets, traffic signals), sanitation (solid waste disposal, sanitary wastewater utility), water and irrigation utilities, transit, community development, parks and recreation, and general administrative services.

The City of Yakima lies within Yakima County in the fertile Yakima River Valley. Apples, cherries, pears, grapes, and other fruits, plus a wide variety of field crops and vegetables make the Yakima Valley one of the top agricultural producing areas of the nation. There are over 400,000 acres of Agriculture zoned land within the County which produce over thirty types of fruits and vegetables. With its farm production base, the Yakima area is a major food processing region.

Adding to the area’s economy are over 250 manufacturing firms in the Yakima area that produces a variety of products including wood products, packaging, plastic products, produce and aircraft parts.

BACKGROUND

The Harman Center Trip and Tour Program has been in operation for over 30 years. It services age 50 and over, but also has trips that are available for younger ages as long as they are accompanied by a 50+ traveler.

CURRENT OPERATIONS

Currently the program is operated from the Harman Center, located at 101 N. 65th Ave. Yakima Washington, 98902. Each trip has 2 trained escorts that accompany the travelers and will work closely with the transport driver. A spreadsheet with the locations, dates and durations will be sent out to the transportation company in November of the previous year. It is the responsibility of the Transportation Company to return the spreadsheet with the cost of each trip transportation entered within 2 weeks of receiving it, based on the prices in the price chart. Each and all trips are priced out prior to the new travel book distribution which is on the first of January of each year. Also, the Transportation Company needs to know that a trip may be canceled and we will notify the transportation company within 2 weeks of scheduled trip. The Transportation Company may also need to supply additional buses for a trip if needed; this request will also be conveyed to the Transportation Company within 2 weeks. Harman Center Trips and Tours will agree to check with the Transportation Company of availability of additional buses before booking additional passengers.

4. Contracting Agency and Point of Contact

This RFP is issued by the City of Yakima Purchasing Division. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

5. Public Records Access

It is the intention of the Owner to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal openings are public.

6. Proprietary Information

Any consideration of proprietary information is the responsibility of the Proposer to object to through the courts following third party notice, not the Owner (City).

All information submitted in response to a request for public disclosure will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Records Act (RCW 42.56 et seq.). It is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the Owner.

7. Requests for Public Disclosure

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. All documents submitted in relation to this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner (City) to post all RFP responses online and available to the public after the contract is signed.

Marking the entire submittal as “confidential” or “proprietary” is not acceptable and is grounds to reject such submittal. If, in the Owner’s opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release which will allow the Proposer 10 days from notice to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney’s fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

8. Retention of Rights

The Owner retains the right to accept or reject any or all proposals if deemed to be in its best interests.

All proposals become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

9. Clarifications and/or Revisions to Specification and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concern and request modification or clarification of the RFP document.

Unless instructions are specifically provided elsewhere in this document, any questions, exceptions, or additions concerning the subject matter of the RFP document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five business (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on www.yakimawa.gov/services/purchasing and www.publicpurchase.com and/or sent directly to interested parties who have registered for updates to this RFP.

If any requirements of the RFP are unacceptable to any prospective Proposer, they may choose not to submit a proposal.

10. News Releases

News releases pertaining to the RFP or to the acceptance, rejection, or evaluation of Proposals shall not be made without the prior written approval of the Buyer listed on page 2.

11. Examining Documents & Facilities

The Proposer is hereby advised that by submitting a Proposal, he/she is deemed to have studied and examined all facilities and all relevant documents and acknowledged all requirements contained herein before proposing.

12. Calendar of Events

Listed below are important dates and times by which actions related to this RFP may be completed. In the event that the Owner finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

DATE	EVENT
October 9, 2020	RFP Issuance
October 16, 2020	Due date for written questions
October 23, 2020	Addenda -Written answers provided (target)
October 30, 2020 at 11:00:00 AM PST	Proposals Due

The schedule of events after the Proposal due date will be handled as expeditiously as possible, but there is not a set schedule. A Selection Team will be formed to evaluate proposals and may choose to interview Proposers or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

13. Contract Term

See Section 3 of Contract.

14. Incurring Costs

The Owner is not liable for any cost incurred by a Proposer in the process of responding to this RFP including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this RFP.

15. No Obligation to Contract

This RFP does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this RFP in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

III. PREPARING AND SUBMITTING A PROPOSAL

1. General Instructions

The evaluation and selection of a Contractor will be based on the information submitted in the Proposal plus references, and any on-site visits or best and final offers (BAFOs) where requested. Failure to respond to each of the requirements in the RFP may be the basis for rejecting a Proposal.

2. Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The Owner reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals shall be organized and presented in the order and by the numbers assigned in the RFP with each heading and subheading should be separated by tabs or otherwise clearly marked.

Tab 1 - Table of Contents

Provide a table of contents for the Proposal.

Tab 2 - RFP Cover Sheet

Complete and sign the Cover Sheet, which is page 2 of this RFP solicitation.

Tab 3 - Transmittal Letter

The transmittal letter must be written on the Proposer's official business stationery and signed by an official authorized to legally bind the Proposer. Include in the letter:

- 1) Name and title of Proposer representative;
- 2) Name, physical and mailing address of company;
- 3) Telephone number, fax number, and email address;
- 4) RFP number and title;
- 5) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 6) A statement acknowledging the Proposal conforms to all procurement rules and procedures articulated in this RFP, all rights terms and conditions specified in this RFP;
- 7) A statement that the individual signing the Proposal is authorized to make decisions as to the prices quoted and that she/he has not participated and will not participate in any action contrary to the RFP,
- 8) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;

Tab 4 - Response to Mandatory Technical Requirements

Provide a point-by-point response to each requirement specified in Section IV, No. 1 of this RFP. Responses that fail to meet the mandatory requirements shall be deemed non-responsive

Tab 5 - Response to General Requirements

Provide a point-by-point response to each requirement specified in Section IV, No. 2-8 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

Tab 6 – Sample Contract and Terms and Conditions

The Sample Contract provided with this RFP represents the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point. The Owner may or may not consider any of the Proposer's suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner.

Tab 7 – Required Forms

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal, including, but not limited to:

- All information requested in the Tabs
- Cover Sheet
- Questionnaire
- Cost Proposal
- Financial Review or Compilation Report which is not to be older than one (1) year.
- A copy of the contract, with any proposed changes redlined

Tab 8 - Cost Proposal as identified in Section VI.

Provide all cost information according to the instructions provided. Include all costs for furnishing the product(s) and/or service(s) included in this proposal. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service. If service is not provided please state so.

3. Prohibition of Proposer Terms & Conditions

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the City, at its sole discretion, may determine the proposal to be a nonresponsive counteroffer, and the proposal may be rejected.

4. Submitting a Proposal

Proposals shall be completely uploaded into Public Purchase.com no later than the date and time listed on Page 2 of this RFP. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal Late, the electronic system will not receive it.

If City Hall is closed for business at the time scheduled for opening, for whatever reasons, Proposer's response will be accepted and opened on the next business day of the City, at the originally scheduled hour.

Proposers must submit their response electronically through PublicPurchase.com where they will be kept in an electronic lockbox until date and time of opening. To register as a Vendor/Proposer with Public Purchase, go to www.publicpurchase.com or the City of Yakima website at www.YakimaWA.Gov/Services/Purchasing. The City is not responsible for late proposals due to operator error, electronic malfunction, system errors or interruptions affecting the Public Purchase site and the processing of any proposals. The Purchasing Manager reserves the right to make exceptions for extenuating circumstances.

Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and uploaded to Public Purchase in a separate file marked "confidential". All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be uploaded to Public Purchase.

5. Multiple Proposals

Multiple Proposals from a Proposer will be permissible; however, each Proposal must conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on the first page of their response.

6. Withdrawal of Proposals

Proposers may withdraw or supplement a proposal at any time up to the proposal closing date and time. If a previously submitted proposal is withdrawn before the proposal due date and time, the Proposer may submit another proposal at any time up to the proposal closing date and time. After proposal closing date and time, all submitted Proposals shall be irrevocable until contract award.

IV. PROPOSAL REQUIREMENTS

The following requirements in Section IV, item 1 are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement must indicate that the Proposer either “does comply” with the requirement or “does not comply”. No explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.

If Proposer feels the Mandatory Proposal Requirements are proprietary, contact the Buyer listed on the Cover Sheet to determine if requirements should be changed.

1. Mandatory Proposer Qualifications

- a) Proposer Experience
Proposer must have at least five (5) years of experience in successful transportation services for senior tours.
- b) Staff Experience
Staff involved within the scope of this project must have at least five (5) years of experience in transportation services for senior tours.
- c) Contractor must be regularly engaged in the business of providing charter transportation, licensed to do business in the State of Washington.
- d) All equipment used in conjunction with this contract must meet all Federal and Washington State regulatory and safety requirements governing public common carriers.
- e) All equipment shall have passed Department of Transportation inspection. Provide a copy of the most recent inspection for your fleet (or any portion thereof) from DOT.
- f) Contractor must meet, or exceed state and federal requirements, including licensing, equipment, staffing and insurance.
- g) Contractor must be able to provide buses for 47-55 passengers.
- h) All buses must be equipped with cell phones and GPS tracking, and monitored continuously by company dispatcher.
- i) Drivers must be trained in safe coach operation and hazardous weather driving.
- j) All drivers will have a current valid driver’s license required by law for the vehicle they are driving and for transporting passengers.
- k) All rules and regulations for ADA compliance on buses must be followed.
- l) Does your company require any medical training (CPR/AED)?
- m) Provide courteous assistance boarding and de-boarding.

- n) Bathroom on buses.
- o) All Emergency Exits and hatches shall be in excellent working condition.
- p) Reliable and adequate air conditioning on buses.

2. General Requirements

The purpose of this section is to provide the Owner with a basis for determining a Proposer's capability to undertake this Contract. Responses to this Section will be scored.

- a) Contract Performance Requirements
- b) Contractor must provide additional reports (e.g. white papers, ad hoc reports, gap analyses) as needed at the request of Owner.
- c) Contractor must make all commercially reasonable efforts to provide all additional reports and work products requested as soon as possible or at a time agreed to by Owner.
- d) Contractor must agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, survey data, tools and associated methodologies, etc.) will remain the property of Owner.

3. List of Equipment

Such list shall include the following information which will be utilized in carrying out this contract in detail:

- a) Description of the vehicle, including vehicle identification number, size, capacity and age of each unit. Please list any amenities that the vehicle has (accessibility for lifts or wheelchairs, and amenities available).
- b) Description and documentation of routine vehicle inspection and verification.
- c) Detail of back-up system in case of mechanical failure during transport.

Contractor shall warrant that all vehicles utilized in carrying out the terms of the contract are licensed to operate in Washington, and that all equipment shall be maintained in good mechanical condition. Failure to maintain the minimum equipment in good mechanical condition may be considered a violation of the terms of the contract for purposes of termination.

After award of the contract, the firm shall notify the City of any new equipment to be utilized in carrying out the contract. The contractor shall also prove that all new equipment has been acquired by the entity awarded the contract and all new equipment shall be marked and identified with the name of the contractor. New equipment is any equipment not listed by the contractor in the original bid package.

The Proposer shall maintain in good mechanical condition, the minimum equipment required. Prior to a recommendation of award, the City may inspect the equipment to verify that it meets these requirements. If the Proposer's equipment is not satisfactory, the City reserves the right to reject the bid.

4. Selection of Drivers and Experience

Proposer shall provide the company's basis for selection of drivers, to include, but not be limited to: police background checks, licensing, physical and drug tests. A listing of drivers must be attached along with a detail of each driver's experience.

The Proposer shall submit to the Purchasing Division, a list of all competent and qualified drivers to be utilized in carrying out the contract. The list shall include the following information:

- a) Driver's experience, including the number of years in the industry and any special training. Must have a minimum of five (5) years driving experience in the industry.
- b) Proposers shall state the company policy regarding handling of any drivers' complaints.
- c) Proposers shall state the company dress code policy, specifically regarding the identification of employees when driving for the City programs.

It shall be the responsibility of the contractor to ensure all drivers are properly licensed at all times.

After award of the contract, the contractor shall immediately notify the City in writing of any new driver to be utilized in carrying out the contract. A copy of said notice shall be delivered to the Harman Center Supervisor, Harman Center, 101 N 65th Avenue, Yakima, WA 98908. A new driver is any driver not listed by the contractor in the original bid package. The notification shall be received by the City at least seven (7) working days prior to a new driver performing any work under the contract and shall include submission of all information listed above.

5. Organizational Capabilities:

Describe your company's experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance.

- a) Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Owner and the Contractor during the Contract term.

6. Staff Qualifications:

- a) Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project.
- b) Identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in the project. For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least one (1) example of a project where the staff provided similar services to an organization with needs similar to those described in this RFP.

- c) Identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract.
- d) If any of these contacts change during the contract term, the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

7. Financial Capability to perform contract

- a) Proposer shall submit either a current Financial Review or Compilation Report, which is not to be older than one (1) year, or a Financial Statement from their bank asserting that Contractor has the Financial Capability to perform this contract. Owner reserves the right to use other means to substantiate Financial Capability, e.g. D&B reports, BBB, or other means.

8. Questionnaire

Proposer must complete the Proposer Questionnaire Form on Section VIII and submit it with their proposal response.

V. COST PROPOSAL

1. General Instructions for Preparing Cost Proposals

Proposer must submit a cost proposal under Tab 8 of their proposal. If proposer agrees to allow other governmental agencies to purchase goods or services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples-to-apples comparison for their resulting contract.

2. Pricing and Discount

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts. Unit prices shown on the proposal or contract shall be the price per unit of sale (e.g., hour, ea.) as stated on the request or contract. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the proposal evaluation and contract administration.

VI. EVALUATION AND CONTRACT AWARD

1. Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements. Failure to meet mandatory requirements will result in proposal rejection as non-responsive. In the event that NO Proposer meets specified requirement(s), the Owner reserves the right to continue the evaluation of the proposals and to select the proposal most closely meeting the requirements specified in this RFP, or not select any proposals.

2. Proposer Presentations/Scoring

Based on evaluation of the written proposals by the Selection Team on the stated criteria, an estimate of two to four top scoring proposals may be short-listed. Short-listed Proposers may be required to participate in interviews and/or site visits to support and clarify their Proposals if requested by the Selection Team. The Selection Team will make every reasonable attempt to schedule each presentation at a time and location agreeable to the Proposer. Failure

of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposer's Proposal.

Should the Selection Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Selection Team will review the initial scoring and make adjustments based on the information obtained in the oral presentation or demonstration and site visits and to determine final scoring.

3. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	General Requirements – Equipment, quality/condition of bus, age of bus, amenities available, cleaning schedule of bus and facilities and vehicle maintenance plan.	50
2	Technical Requirements – Qualification & Experience in passenger transport, business & related experience in contracted work serving ambulatory & wheelchair passengers, past performance. Flexibility to cancel, downsize or add bus with short notice, staging time, ability to change itinerary with short notice.	30
3	Cost	20
TOTAL POSSIBLE POINTS		100

The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal. The lowest cost Proposal will receive the maximum number of points available for the cost category and other proposals will be scored accordingly.

Results of reference checks will be used to clarify and substantiate information in the written proposals. The reference results shall then be considered when scoring the responses to the requirements in the RFP.

The points stated above are the maximum amount awarded for each category. The evaluation process is designed to recommend award of this procurement to the proposal that is the best value of the Owner, not necessarily the lowest cost Proposal.

4. RFP Evaluation:

Evaluation of proposals shall be based on conformity to the specifications, cost, past experience and performance with the City and other agencies, manufacturers past performance with the City and other agencies, proposed manufacturer's service availability, parts availability, equipment design and functionalism and effect on productivity and bidder's supporting documentation.

5. Prompt Payment

Proposers are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the City, period of entitlement begins only after:

- a. Receipt of a properly completed invoice
- b. Receipt of all supplies, equipment or services ordered
- c. Satisfactory completion of all contractual requirements

6. Award / Best and Final Offers

The Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Selection Team's Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposer or proposers may be requested to submit Best and Final Offers. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer.

7. Tied Score

In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Selection Team members, according to their score. The Selection Team shall then offer an "Intent to Negotiate and/or Intent to Award" the final contract with the successful Proposer and the decision to accept the award and approve the resulting contract shall be final.

8. Tax Revenues

RCW 39.30.040 allows the City to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid proposal is the lowest, after the tax revenue has been considered.

9. Offer in Effect for Ninety (90) Days

A Proposal may not be modified, withdrawn or canceled by the proposer for a ninety (90) day period following the deadline for proposal submission as defined in the Calendar of Events, or receipt of best and final offer, if required, and Proposer so agrees in submitting the proposal.

10. Notification of Intent to Negotiate/Intent to Award

Proposers will be notified in writing of the Owner's Intent to Negotiate and/or Intent to Award the contract resulting from this RFP.

11. Right to Reject Proposals and Negotiate Contract Terms

The Owner reserves the right to negotiate the terms of the contract, including the award amount, with the selected Proposer prior to entering into a contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Owner may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

12. Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Proposer is submitting a formal protest. The protest shall be filed with the City of Yakima Acting Purchasing Manager at 129 No. 2nd St., Yakima, WA

98901, or by fax: 509-576-6394 or email to: Maria.Mayhue@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed at least five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed no more than five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Proposer:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protester. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written decision, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of appeal, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement

Purchasing shall announce the successful Proposer via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Proposer received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

- The supplies or services to be contracted for are urgently required;
- Delivery or performance will be unduly delayed by failure to make award promptly;
- A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned. The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

VII. PROPOSER QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

PROPOSER INFORMATION

Proposer’s Legal Name: _____

Company’s dba: (if applicable) _____

CEO/President
Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

PROPOSER: _____

PROPOSER QUESTIONNAIRE

Page 2 of 4

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____

FINANCIAL RESOURCES AND RESPONSIBILITY

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: _____ No: _____

Please explain _____

Is your firm in the process of or in negotiations toward being sold? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: _____ No: _____

Please explain _____

PROPOSER: _____

PROPOSER QUESTIONNAIRE

Page 3 of 4

DISPUTES

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

• Payment to subcontractors? Yes: _____ No: _____

Please explain _____

• Work performance on a contract? Yes: _____ No: _____

Please explain _____

Does your firm have any outstanding judgments pending against it? Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm been assessed liquidated damages on a contract? Yes: _____ No: _____

Please explain _____

Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the City? Yes: _____ No: _____

Please explain _____

COMPLIANCE

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: _____ No: _____

Please explain _____

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws? Yes: _____ No: _____

Please explain _____

PROPOSER: _____

PROPOSER QUESTIONNAIRE

Page 4 of 4

BUSINESS INTEGRITY

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?

Yes: _____ No: _____

Please explain _____

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?

Yes: _____ No: _____

Please explain _____

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*

Yes: _____ No: _____

Please explain _____

PROPOSER REFERENCES

1) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

2) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

3) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

VIII. SAMPLE CONTRACT

CITY OF YAKIMA PROFESSIONAL SERVICES AGREEMENT FOR SENIOR TOURS TRANSPORTATION SERVICES

THIS PROFESSIONAL SERVICES AGREEMENT, entered into on the date of last execution, between the City of Yakima, a Washington municipal corporation ("City") and _____, ("Contractor").

WITNESSETH: The parties, in consideration of the terms and conditions herein, do hereby covenant and agree as follows:

1. Statement of Work

The minimum services that the Contractor will provide include services described in RFP 12028P, which are attached as Exhibit A hereto and incorporated herein by this reference.

2. Compensation

The City agrees to pay the Contractor according to Exhibit B, attached hereto and incorporated herein, which Exhibit includes the specifications and payment schedule of itemized prices as listed in the Contractor's RFP submittal at the time and in the manner and upon the conditions provided for the Contract.

3. Contract Term

The period of this Contract shall be for a period of one year from its effective date. The City may, at its option, extend the Contract on a year to year basis for up to four additional years provided, however, that either party may at any time during the life of this Contract, or any extension thereof, terminate this Contract by giving thirty (30) days' notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the Contract.

4. Changes

Any proposed change in this Contract shall be submitted to the other party, for its prior written approval. If approved, change will be made by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

5. Agency Relationship between City and Contractor

Contractor shall, at all times, be an independent Contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for, or on, behalf of City.

6. Successors and Assigns

- a. Neither the City, nor the Contractor, shall assign, transfer, or encumber any rights, duties, or interests accruing from this Contract without the prior written consent of the other.
- b. The Contractor for himself, and for his heirs, executors, administrators, successors, and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

7. Property Rights

All records or papers of any sort relating to the City and to the project will at all times be the property of the City and shall be surrendered to the City upon demand. All information concerning the City and said project which is not otherwise a matter of public record or required by law to be made public, is confidential, and the Contractor will not, in whole or part, now or at any time disclose that information without the express written consent of the City.

8. Inspection and Production of Records

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities, and/or send copies of the requested documents to the City. Contractor's records relating to the Services will be provided to the City upon the City's request.
- b. Contractor shall promptly furnish the City with such information and records which are related to the Services of this Contract as may be requested by the City. Until the expiration of six (6) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the City access to (and the City shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the City, and the records relating to the Services are City of Yakima records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

9. Work Made for Hire

All work the Contractor performs under this Contract shall be considered work made for hire, and shall be the property of the City. The City shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the Contractor produces in connection with this Contract. On completion or termination of the Contract, the Contractor shall deliver these materials to the City.

10. Guarantee

Contractor warrants the Services will be free from defects in material and workmanship for a period of one year following the date of completion and acceptance of the Services.

11. Compliance with Law

Contractor agrees to perform all Services under and pursuant to this Contract in full compliance with any and all applicable laws, rules, and regulations adopted or promulgated by any governmental agency or regulatory body, whether federal, state, local, or otherwise. Contractor shall procure and have all applicable and necessary permits, licenses and approvals of any federal, state, and local government or governmental authority or this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a. Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
- b. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.
- c. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).

- d. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
- e. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.

12. Nondiscrimination Provision

During the performance of this Contract, the Contractor agrees as follows:

The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of Services under this Agreement.

In the event of the Contractor's noncompliance with the non-discrimination clause of this contract or with any such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for any future City contracts.

13. Pay Transparency Nondiscrimination Provision:

The Contractor will not discharge or in any other manner discriminate against employees or applicants because they have inquired about, discussed, or disclosed their own pay or the pay of another employee or applicant. However, employees who have access to the compensation information of other employees or applicants as a part of their essential job functions cannot disclose the pay of other employees or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is (a) in response to a formal complaint or charge, (b) in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or (c) consistent with the contractor's legal duty to furnish information.

14. Indemnification and Hold Harmless

- a. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. Contractor agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, attorneys, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) which result or arise out of the sole negligent acts or omissions of Contractor, its officials, officers, employees or agents.
- b. If any suit, judgment, action, claim or demand arises out of, or occurs in conjunction with, the negligent acts and/or omissions of both the Contractor and the City, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys' fees.
- c. Contractor's Waiver of Employer's Immunity under Title 51 RCW. If any design or engineering work is done pursuant to this Contract, Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in Section A shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington's Industrial Insurance Act. Accordingly, to the extent necessary to fully satisfy the Contractor's indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City and its elected

and appointed officials, officers, employees, attorneys, agents, and volunteers. The parties have mutually negotiated this waiver. Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

- d. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.
- e. The terms of this section shall survive any expiration or termination of this Contract.

15. Contractor's Liability Insurance

At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the City and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The City reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor will provide a Certificate of Insurance to the City as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the City, prior to commencement of work.

Failure of City to demand such verification of coverage with these insurance requirements or failure of City to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance"

The following insurance is required:

a. Commercial Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Two Million Dollars (\$2,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

b. Automobile Liability Insurance

Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Five Million Dollars (\$5,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that

the insurer will not cancel or change the insurance without first giving the City prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as City of Yakima's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

c. **Employer's Liability (Stop Gap)**

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The City shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

The policies will be written on an occurrence basis, subject to the following **minimum** limits of liability:

<u>Commercial General Liability:</u>	Combined Single Limit:	\$2,000,000 Per Occurrence \$2,000,000 Annual Aggregate
<u>Commercial Auto Liability:</u>	Combined Single Limit:	\$5,000,000 Per Occurrence
<u>Umbrella:</u>		\$5,000,000

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the City shall be in excess of the Contractor's insurance and shall not contribute to it.

If at any time during the life of the Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the Contract.

Should a court of competent jurisdiction determine that this Contract 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 Contractor and the City, its officers, elected and appointed officials, employees, agents, attorneys and volunteers, Contractor's liability hereunder shall be limited to the extent of the Contractor's negligence.

16. Severability

If any term or condition of this Contract or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions or applications which can be given effect without the invalid term, condition or application. To this end, the terms and conditions of this Contract are declared severable.

17. Contract Documents

This Contract, the Request for Proposals No.12028P Scope of Work, conditions, addenda, and modifications and Contractor's proposal (to the extent consistent with Yakima City documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

18. Termination

Termination for Cause: The City may terminate the Contract after providing the Contractor with thirty (30) calendar days written notice of the Contractor's right to cure a failure of the Contractor to perform under the terms of this Contract.

The Contractor may terminate the Contract after providing the City sixty (60) calendar days' notice of the City's right to cure a failure of the City to perform under the terms of the Contract.

Upon the termination of the Contract for any reason, or upon Contract expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration

Termination for Convenience: Either party may terminate the Contract at any time, without cause, by providing a written notice; the City by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least sixty (60) calendar days' notice to the City in advance of the intended date of termination.

In the event of termination for convenience, the Contractor shall be entitled to receive compensation for any fees owed under the Contract. The Contractor shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of the City, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the City, the Contractor may be compensated for the actual service hours provided. The City shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Contractor requesting the refund.

Contract Cancellation: The City reserves the right to cancel the Contract in whole or in part without penalty if the Contractor:

- a. Breaches or defaults an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington
- g. Incurs a delinquent Washington tax liability;
- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- l. Contractor performance threatens the health or safety of a City or municipal employee
- m. Change in Funding: If the funds upon which the City relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the City may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

19. Dispute Resolution

In the event that any dispute shall arise as to the interpretation of this agreement, or in the event of a notice of default as to whether such default does constitute a breach of the contract, and if the parties hereto cannot mutually settle such differences, then the parties shall first pursue mediation as a means to resolve the dispute. If the afore mentioned methods are either not successful then any dispute relating to this Agreement shall be decided in the courts of Yakima County, in accordance with the laws of Washington. If both parties consent in writing, other available means of dispute resolution may be implemented.

20. Re-Award

When the contract is terminated by the City or the Contractor upon providing the written notice as herein required, the City, may re-award the contract to the next most responsible proposer within 120 days from original award.

21. Substitution

The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the City Manager, or pursuant to Section 58 below entitled "Change or Notice". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the City.

22. Contractor Shall Furnish

Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in the RFP specifications in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the "(Services)."

23. Complementary Provisions

All provisions of this Contract are intended to be complementary, and any services required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the services that are not necessary to carry out the intent of this Contract, but that are not expressly required, shall be performed or furnished by Contractor as part of the services, without any increase in the compensation otherwise payable under this Contract.

24. Invoices

The City will use its best efforts to pay each of Contractor's invoices within thirty (30) days after the City's receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the City. The City will notify the Contractor promptly if any problems are noted with the invoice. To insure prompt payment, each invoice should cite purchase order number, RFP number, description of item purchased, unit and total price, discount term and include the Contractor's name and return remittance address.

Contractor will mail invoices to the City at the following address:

City of Yakima Accounts Payable
129 No. 2nd Street
Yakima, WA 98901

25. Credit Card Acceptance

The City, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The City's preferred method of payment is by procurement (credit) card. Proposers may be required to have the capability of accepting the City's authorized procurement card as a method of payment. No price changes or additional fee(s) may be assessed when accepting the procurement card as a form of payment.

26. Prime Contractor

Contractor is the Prime Contractor hereunder. The Prime Contractor shall be the sole point of contact with regard to all contractual matters arising hereunder, including the performance of services and the payment of any and all charges resulting from its contractual obligations.

27. Delegation of Professional Services

The services provided for herein shall be performed by Contractor, and no person other than regular associates or employees of Contractor shall be engaged on such work or services. Contractor shall not (by contract, operation of law or otherwise) delegate or subcontract performance of any services to any other person or entity without the prior written consent of the City. Any such delegation or subcontracting without the City's prior written consent shall be voidable at the City's option.

No delegation of subcontracting of performance of any of the services, with or without the City's prior written consent, shall relieve Contractor of its responsibility to perform the services in accordance with this Contract. Contractor shall be fully responsible for the performance, acts and omissions of Contractor's employees, Contractor's subcontractors, and any other person who performs or furnishes any services (collectively, the "Support").

Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to performance of the services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the City provides its employees. The Contractor is solely responsible for payment of any statutory workers compensation or employer's liability insurance as required by state law. The Contractor will have an active account with the Department of Revenue, other state agencies as needed, and a separate set of books or records that reflect all items of income and expenses of the business that the Contractor is conducting.

Contractor shall perform the services in a timely manner and in accordance with the standards of the profession. At the time of performance, Contractor shall be properly licensed, equipped, organized, and financed to perform the services in accordance with this Contract. Subject to compliance with the requirements of this Contract, Contractor shall perform the services in accordance with its own methods.

28. Licenses

If applicable, Contractor shall have a valid and current business license per Chapter 5.02 Section 5.02.010 of the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6121.

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/RFP/quote.

Contractor shall take all reasonable precautions to protect against any bodily injury (including death) or property damage that may occur in connection with the services.

29. Removal of Subcontractor

If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the City may request in writing that the subcontractor be removed. The Contractor shall comply with this request at once and shall not employ the subcontractor for any further work/services under this Contract.

30. Taxes and Assessments

Contractor shall be solely responsible for and shall pay all taxes, deductions, and assessments, including but not limited to federal income tax, FICA, social security tax, assessments for unemployment and industrial injury insurance, and other deductions from income which may be required by law or assessed against either party as a result of this Contract. In the event the City is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

The City and its agencies are exempt from payment of all federal excise taxes and, but not sales tax (currently at 8.3%). Tax will not be considered in determining which proposal is the lowest or best, however RCW 39.30.040 allows the City to take any sales tax and B&O tax that it will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

31. Contractor Tax Delinquency

Contractors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

32. Inspection: Examination of Records

The Contractor agrees to furnish the City with reasonable periodic reports and documents as it may request and in such form as the City requires pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith, and any other matter are to be covered by this Agreement.

The records relating to the services shall, at all times, be subject to inspection by and with the approval of the City, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the City's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the City sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

33. Recordkeeping and Record Retention

The Contractor shall establish and maintain adequate records of all expenditures incurred under the contract. All records must be kept in accordance with generally accepted accounting procedures. All procedures must be in accordance with federal, state and local ordinances.

The City shall have the right to audit, review, examine, copy, and transcribe any pertinent records or documents relating to any contract resulting from this proposal held by the Contractor. The Contractor will retain all documents applicable to the contract for a period of not less than three (3) years after final payment is made.

34. Confidential, Proprietary and Personally Identifiable Information

Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of City for any purpose other than the limited purposes set forth in this Contract, and all related and necessary actions taken in fulfillment of the obligations there under. Contractor shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents ("Representatives") who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Contract and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Contract.

Contractor shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically.

Contractor shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by Contractor on any reproduction, modification, or translation of such Confidential Information. If requested by the City in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the City, as directed.

Contractor shall maintain all Confidential Information as confidential for a period of three (3) years from the date of termination of this Contract, and shall return or destroy said Confidential Information as directed by the City in writing.

Contractor may disclose Confidential Information in connection with a judicial or administrative proceeding to the extent such disclosure is required under law or a court order, provided that the City shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

35. Price Increases

If requested by the Contractor in writing thirty (30) days before the anniversary date of each year of the contract, the City will consider increasing the Contractor's rates per the Seattle-Tacoma-Bremerton Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the previous twelve months. The City, in its sole discretion, will decide whether to approve or deny the rate increase request or any part thereof within 30 days of receipt of the request. If approved, increase shall take effect 30 days after approval.

Price increases for any other justifiable reason will be considered on a case-by-case basis. Price increase requests will not be considered or granted until any outstanding required financial reports have been submitted to the City. [OR Enter price Increase clause that best fits your service]

The rates and discounts shown on proposal shall be consistently applied and remain firm throughout the first twelve months of the contract. If requested by the Contractor, on the anniversary date of the contract, labor rates may be adjusted per the West C, Urban Wage Earners and Clerical Workers Consumer Price Index -- 50,000 to 330,000 populations for the next year's contract term, if the City agrees to the request. No discount adjustments will be allowed.

36. Suspension of Work Services

The City may suspend, in writing, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the City's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by via email or certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond Contractor's control are interfering with normal progress of the Service. The Contractor may suspend Service in the event the City does not pay invoices when due, except where otherwise provided by this Agreement. The time for completion of the Service shall be extended by the number of days the Service is suspended. If the period of suspension exceeds ninety (90) days, the terms of this Agreement are subject to renegotiation, and both parties are granted the option to terminate the Service on the suspended portion of Project in accordance with Section 18.

37. Provision of Services

The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the City's satisfaction; the City decision in that regard shall be final and conclusive. The City may inspect, observe and examine the performance of the services performed on the City premises at any time. The City may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

- a. If the City notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the City's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the City specifies. This remedy shall be in addition to any other remedies available to the City by law or in equity.
- b. The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and City work rules.

38. Assignment

This Contract, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Contractor to any other person or entity without the prior written consent of the City. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Contractor stated herein.

39. No Conflict of Interest

Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

40. Contract Preservation

If any provision of the Agreement, or the application of such provision, shall be rendered or declared invalid by a court of competent jurisdiction, or by reason of its requiring any steps, actions or results, the remaining parts or portions of this Agreement shall remain in full force and effect.

41. Promotional Advertising / News Releases

Reference to or use of the City, any of its departments, agencies or other subunits, or any official or employee for commercial promotion is prohibited. News releases pertaining to this procurement shall not be made without prior approval of the City. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

42. Time is of the Essence

Timely provision of the services required under this Contract shall be of the essence of the Contract, including the provision of the services within the time agreed or on a date specified herein.

43. Expansion clause

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item/service normally offered by the Contractor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service. At any time during the term of this contract, other City departments may be added to this contract, if both parties agree.

44. Ownership

All material produced as a result of this Contract shall be the exclusive property of the City. Additionally, the City shall have unrestricted authority to reproduce, distribute, and use any submitted report, template, data, or material, and any associated documentation that is designed or developed and delivered to the Agency as part of the performance of the Contract.

45. Safety Requirements

All materials, equipment, and supplies provided to the City must comply fully with all safety requirements, federal, state and local laws, ordinances, rules, regulations as set forth by the State of Washington RCW's, WAC's and all applicable OSHA Standards.

46. Access and Review of Contractor's Facilities

The City may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor's Subcontractor upon request and reasonable notice during the term of the Contract and Contract renewals/extensions.

47. Notice of Change in Financial Condition

If, during the Contract Term, the Contractor experiences a change in its financial condition that may affect its ability to perform under the Contract, or experiences a change of ownership or control, the Contractor shall immediately notify the City in writing. Failure to notify the City of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.

48. Facility Security

The City may prohibit entry to any secure facility, or remove from the facility, a Contract employee who does not perform his/her duties in a professional manner, or who violates the secure facility's security rules and procedures. The City reserves the right to search any person, property, or article entering its facilities.

49. Waiver of Breach

A waiver by either party hereto of a breach of the other party hereto of any covenant or condition of this Contract shall not impair the right of the party not in default to avail itself of any subsequent breach thereof. Leniency, delay or failure of either party to insist upon strict performance of any agreement, covenant or condition of this Contract, or to exercise any right herein given in any one or more instances, shall not be construed as a waiver or relinquishment of any such agreement, covenant, condition or right.

50. Integration

This Contract, along with the City of Yakima’s RFP 12028P and the Contractor’s response to the Request for Proposal (“RFP”), represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

51. Force Majeure

Contractor will not be responsible for delays in delivery due to acts of God, fire, strikes, epidemics/pandemics, war, riot, delay in transportation or railcar transport shortages, provided Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event or any such delays (acts or God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

52. Governing Law

This Contract shall be governed by and construed in accordance with the laws of the State of Washington.

53. Venue

The venue for any judicial action to enforce or interpret this Contract shall lie in a court of competent jurisdiction in Yakima County, Washington.

54. Authority

The person executing this Contract, on behalf of Contractor, represents and warrants that he/she has been fully authorized by Contractor to execute this Contract on its behalf and to legally bind Contractor to all the terms, performances and provisions of this Contract.

55. Change or Notice

Any alterations made to the Contract shall be rendered in writing and signed by both responsible parties; no changes without such signed documentation shall be valid. No alterations outside of the general scope and intent of the original Request for Proposals or in excess of allowable and accepted price changes shall be made.

In no event shall the Contractor be paid or be entitled to payment for services that are not authorized herein or any properly executed amendment.

Notice of Business Changes: Contractor shall notify the City in writing within three (3) business days of any change in ownership of the facilities of the Contractor or of the facilities of any subcontractor. The Contractor shall notify the City in writing as soon as possible, and in no event later than three (3) business days, after any decision by the Contractor to change or discontinue service that will affect services provided to the City under this Contract.

The City shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the City, either substantially and unreasonably enlarges the Contractor’s duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary. Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO CITY:	AND ALSO TO:	TO CONTRACTOR:
Ken Wilkinson	Maria Mayhue	_____
Parks & Recreation Manager	Procurement Manager	_____
City of Yakima	City of Yakima	_____
2301 Fruitvale Boulevard	129 North 2 nd street	_____
Yakima, WA 98902	Yakima, WA 98901	_____

56. Survival

The foregoing sections of this Contract, 2-55 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

IN WITNESS WHEREOF, the parties hereto execute this Contract as of the day and year first above written.

CITY OF YAKIMA

[ENTER CONTRACTOR NAME]

City Manager

By: _____

Date: _____

Date: _____

Attest:

(Print name)

City Clerk

EXHIBIT A

Proposal Form

Proposal of: _____

Address: _____

Date: _____

TO: The City of Yakima ("The Owner")

The undersigned hereby offers to enter into the Harman Center Transportation Services Agreement, under the terms and conditions set forth in said contract, in this Proposal Form and in the Instructions to Proposers, for a term of one (1) year, with four (4) possible one (1) year contract extensions, for a total of 5 years. Execution of this option shall be per the terms and conditions as set forth in the final agreement.

Vendor offers to provide the following transportation services per the specifications contained herein:

Transportation Services Price Chart		
	47 Passenger Bus	55 Passenger Bus
3 hours minimum charge		
Added hour(s), price per hour		
24 hours daily rate		
Multiple bus discount		
Live miles, rate per mile		
Dead head miles, rate per mile		
One Way Transfer		
Trip cancellation fee, 24 hr notice		
Trip cancellation fee, due to inclement weather		
Bus late arrival (10+ min.) discount		
Fuel surcharge, if applicable		
Overnight, relief driver		
Service to start within _____ calendar days after receipt of award.		

Payment terms will be net 30 days from receipt of completed paperwork/invoice.

EXHIBIT B

2021 Harman Center Trips & Tours – *This is a basic yearly trip list and is not a confirmed list.*

DATE	TOUR	LOCATION
FEBRUARY		
18	Fun in Leavenworth	Leavenworth, WA
27	NW Flower & Garden	Seattle, WA
MARCH		
17	St. Patricks Day Cruise	Seattle, WA
APRIL		
4	Sister Act at the 5 th Ave Theater	Seattle, WA
16 - 17	Skaget Co. Tulip Festival	Mount Vernon, WA
28	Mystery Trip	Seattle, WA
MAY		
1	May Day Luncheon	Ellensburg or Yakima
9	Tillicum Salmon Bake	Seattle, WA
16	Pendleton Underground	Pendleton, OR
24	Cirque du Soleil	Spokane, WA
JUNE		
1 – 4	Harrison Hot Springs	Harrison Hot Springs BC
22 – 26	Lincoln City	Lincoln City, OR
JULY		
4	Independence Day Cruise	Richland, WA
21 – 22	Mystery #2	Grand Coulee Dam
30	Concert at Ohme Gardens	Wenatchee, WA
AUGUST		
4 – 6	Snake River Adventure	Clarkston, WA

DATE	TOUR	LOCATION
12	Play in Leavenworth	Leavenworth, WA
26	Mystery #3	Cascade Locks, OR
SEPTEMBER		
2	Lunch with the Hutterites	Marlen, WA
10	Washington State Fair	Puyallup, WA
16 - 18	Mystery Trip #4	Lake Chelan, WA
OCTOBER - NONE		
NOVEMBER		
12	The Reindeer farm and lunch	Leavenworth
DECEMBER		
4 – 5	It's a Christmas Mystery - 2 day trip	TBD
12	Victorian Christmas	Puyallup, WA