

City of Yakima
NOTICE TO PROPOSERS
RFP NO. 12104P

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 April 16, 2021. 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: **Armed Security Guard and Other 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/>.

A pre-proposal site visit of the Richard A. Zais, Jr. Law and Justice Center or Seasons Performance Hall may be requested by appointment only. **Wearing of PPE and social distancing will be mandatory during any site visit.**

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 March 19, 2021. Publish on March 19 & 20, 2021

Susan Knotts, CPPO, CPPB

Buyer II

**CITY OF YAKIMA REQUEST FOR PROPOSAL # 12104P
SIGNATURE SHEET**



THIS IS NOT AN ORDER

RFP Release Date: March 19, 2021

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
129 N. 2nd Street
Yakima, WA 98908

Buyer in charge of this procurement (Contact for further information):
Susan Knotts, CPPO, CPPB
Buyer II

Proposals Must be completely uploaded by: Public Opening
April 16, 2021 at 11:00:00 AM PST

Phone: (509) 575-6095
E-Mail Address: Susan.Knotts@YakimaWA.Gov

PROJECT DESCRIPTION SUMMARY

Armed Security Guard and Other Services



Enter Prompt Payment Discount: ____%net ____days

We/I can start service within ____ days after receipt of Notice of Award.

Check if you are a WMBE or DBE Vendor and list certification Number: _____

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
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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.

“**Contract**” means written agreement between the “City” 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 the 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.

“**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 # 12104P

Armed Security Guard and Other 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 Armed Security Guard Services. The City of Yakima (referred to as "City" throughout this document), Yakima Police Department along with the Yakima Municipal Courts and City of Yakima Parks Division, 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 Municipal Court and Yakima Police Department, are requesting Armed Security Guard services at the Richard A. Zais, Jr. Law and Justice Center: Yakima Police Department, Municipal Court, Legal Department, and at the current location for the Community Diversion Program at the Seasons Performance Hall. Security guards will operate the security screening post when entering the Law and Justice Center's front lobby area and control pedestrian access when reporting to the Community Diversion Program currently located at the Season's Performance Hall. The screening post's equipment may include; an x-ray machine, a magnetometer, and a hand-held metal detector. Additionally, screening staff will provide physical "hand checks" of purses, briefcases, and other containers. All individuals entering the Facilities must pass through the security screening post.

Additional services included in this solicitation are; as-needed, prisoner watch for the Yakima Police Department, event security, unlock/lockup services of facilities at City owned park, and dedicated site patrol.

3. Background and Current Operations

ABOUT THE CITY

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, an airport with an air terminal, 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 packing and 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 Dick Zais Law and Justice Center located at 200 South Third Street, houses the Yakima Police Department, including the City Jail, Yakima Municipal Courts and the City Legal Department. This building has one public entrance located on the east side of the building. It houses approximately 200 employees and holds court 3 times a day, with up to 50 participants each session four days a week. This building is also where the public comes to report a crime, inquire about a current investigation, and to pay any tickets, fines or court fees.

The Seasons Performance Hall at 101 N. Naches Ave, Yakima, WA 98901, currently hosts the Legal Department Community Diversion Program. The City of Yakima is responsible for the facility during the Community Diversion Team Meetings. The Seasons Performance Hall holds approximately 150 people and has two public entrances and exits, one which will be locked while the Community Diversion Team Meetings are in session, leaving the main entrance and exit open for participants.

The Yakima Police Department, on occasion, requires armed prisoner watch services when an inmate needs medical care beyond what the City jail can provide.

The City of Yakima Parks and Recreation Division has thirty four (34) parks throughout the City, ranging in location from the Yakima's West Valley area to East Yakima. The City parks contain: a nature trail and duck pond; outdoor pool and water playground; baseball and soccer fields; tennis; pickle-ball; basketball; and volleyball courts; skate park; horseshoe pits; play equipment; gazebo; picnic shelters and tables; a concession stand, and restroom facilities which are open to the public from DAWN to DUSK (during summer approximately 6:00 AM to 10:00 PM).

CURRENT OPERATIONS

At the Law and Justice center there are two armed uniform security guards on duty during the hours the facility is open to the public. The security guards do a sweep of the courtrooms and bathrooms 15 minutes prior to the building being opened to the public. After the building is open, the security guards screen all pedestrians as they enter the facility. One security guard monitors all pedestrians who are physically able to pass through the metal detector and/or uses the hand-held metal detector. This security guard may also do a physical check, if needed, while the other security guard does a physical hand check of all purses, briefcases, and other containers and items. At the end of the day, after the building is closed to the public, the security guards do another sweep of all the courtrooms and bathrooms for any pedestrians that might still be in the building or items left behind.

In September 2016, the Legal Department started the Yakima Community Diversion Program. The Community Diversion Program participant and team meetings take place twice a month on the 2nd and 4th Tuesday of the month from 8:30 AM to 10:30 AM at the Season's Performance Hall. One (1) uniformed security officer is needed to provide access control at the main entrance and monitor guest waiting for their appointment to ensure the safety of staff and public; enforce City rules; deter disruptive behavior, vandalism of the facility or other issues that may negatively impact Community Diversion services; and submit any incident report, if warranted, after each shift. This location may change in the future.

The City of Yakima Police Department also uses prisoner watch from time to time. This service is rarely needed and is only needed on a local basis, within the Yakima County, when a prisoner requires medical care within a local medical facility for two or more days.

On a seasonal basis, the City of Yakima Parks & Recreation division uses unarmed uniformed security officers for lock/unlock services at up to eleven (11) different City parks. These parks range in location from 1323 S. 80th Avenue in Yakima's West Valley area to 1501 E. Maple Street in East Yakima. These services are performed seven (7) days a week and include: performing a thorough walk through of each restroom facility when the parks close at night, ensuring restroom facilities are vacant before properly securing any and all entrances to the restroom facilities; while deterring any loitering, trespassing and other vagrancy; and officers unlocking and opening the restroom facilities when the park opens. During opening and closing of

the parks' restroom facilities, officers detect and deter any criminal activity, and document any graffiti, vandalism and/or damages(s) by preparing a complete incident report, including photographs.

The City of Yakima Parks and Recreation Division, during a normal summer, also uses event security services, consisting of one to two officers for their Summer Concert Series. The Summer Concert Series consists of approximately nine (9) live music concerts. These concerts are typically held at Franklin Park at 2101 Tieton Dr., Miller Park at 502 N. 4th Ave., and MLK Jr. at South 8th Street and Beech, on Fridays from approximately 6:00 PM to 9:00 PM, and Saturdays and Sundays from approximately 2:30 PM to 8:30 PM.

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 City employees, and other personnel performing official business for the City regarding this RFP shall be made through the Buyer listed on page 2. Contact with other City 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. Provisions 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's 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.

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, address and correct service issues or deficiencies to City's approval 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.

The Contractor agrees to abide by and shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements, rules and regulations as prescribed herein and as prescribed by the City as the same now exists or may hereafter from time to time be changed in writing.

6. Contractor Compliance and Responsibility for Actions

The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, and employees under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the City.

The Contractor shall:

- a. Perform those tasks and deliver the services identified in this RFP and its response thereto.
- b. Comply with all security and safety regulations in effect.
- c. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.

- d. Appoint a Project Manager (the “Project Manager”) for liaison and consultation with the City. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
- e. Correct any errors in the services found by the City or the Contractor.
- f. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of City buildings. Under such circumstances, the City shall be required to promptly contact the Contracted Personnel involved and provide the detail of the communication and instructions in a timely manner.

7. Public Records Access

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

8. 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 City.

All information submitted in response to a request for public disclosure will be handled in accordance with applicable City 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 City.

9. 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 relation to these 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 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 City’s opinion, the material is subject to disclosure, the City 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 City against same. If the Proposer fails or neglects to take such action within said period, the City 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 City on account of actions taken pursuant to such procedure.

10. Retention of Rights

The City 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 the City upon receipt. All rights, title and interest in all materials and ideas prepared by the Proposer for the RFP proposal to the City shall be the exclusive property of the City and may be used by the City at its option.

11. Clarifications and/or Revisions to Specification and Requirements

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in the solicitation, the Proposer has an affirmative duty to immediately notify the Buyer of such concerns and

request modification or clarification of the RFP Specifications.

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.

12. News Releases

News releases pertaining to this 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.

13. Proposer Conference and Site Visit

A pre-proposal site visit of the Richard A. Zais, Jr. Law and Justice Center, 200 South Third Street, or Seasons Performance Hall, 101 N. Naches Ave., may be requested between March 19, 2021 and April 8, 2021. To schedule an appointment, please contact Susan Knotts at 509-575-6095.

Due to the COVID-19 pandemic and to ensure the safety of our employees and contractors, all site visits shall be conducted as follows:

- Each Contractor is required to maintain at least six (6) feet of separation from City staff as well as all other personnel and Contractors present.
- Every person at the site visit is required to wear a face mask. Masks will be provided by the City upon request. Additional personal protective equipment (PPE) may be used by the Contractor or staff and is encouraged. Only Contractor with the required PPE can participate in the site visit.

14. 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.

15. 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 City finds it necessary to change any of these dates and times it will do so by issuing an addendum to this RFP.

DATE	EVENT
March 19, 2021	RFP Issuance
March 19 – April 8, 2021	Pre-Proposal Site Visit - BY APPOINTMENT ONLY <i>See Section 13 above to schedule an appointment</i>
April 9, 2021	Due date for written questions
April 12, 2021	Addenda -Written answers provided (target)
April 16, 2021 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. An Evaluation Committee will be formed to evaluate proposals and may choose to interview Proposers and/or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

16. Contract Term

See Section 3 of Contract.

17. Incurring Costs

The City 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.

18. No Obligation to Contract

This RFP does not obligate the City to contract for service(s), or product(s) specified herein. The City 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 City does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the City shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

19. Women & Minority Business Enterprises and Disadvantaged Business Enterprises

Per Resolution No. D-4816, it is the policy of the City of Yakima that women and minority business enterprises shall have the maximum opportunity to participate in the performance of work relating to the City's activities. To this end, the City is committed to take all necessary and reasonable steps in accordance with state and federal rules and regulations to ensure women and minority business enterprises the maximum opportunity to compete for and to perform contracts.

20. Best Modern Practices

All services and work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

21. More or Less

Services and quantities, referring to the number of security guards, armed security guards, days and hours worked, are based on estimated needs and shall be bid on a MORE OR LESS basis. For the purpose of comparison, proposals shall be made for the services in the quantities listed in this specification. Listed services and quantities shall not be considered firm estimates of requirements for the year, nor shall the City be bound or limited to the services and quantities listed. The City reserves the right to increase or decrease quantities and services to meet actual needs. Payment will be made only for the services and in the quantities actually requested/ordered, performed/delivered, and accepted, whether greater or less than the stated amounts.

22. Other City Departments/Like Items Added

At any time during the term of this contract, or any extension thereof, other City departments may be served under these same terms and conditions. Additional like services may be added at the request of the Purchasing Manager.

23. Payment Terms and Invoicing

The City normally will pay properly submitted Contractor invoices within thirty (30) days of receipt, providing goods and/or services have been delivered, installed (if required), and accepted as specified. Payment of an erroneous invoice does not constitute acceptance of the erroneous pricing, and the City will seek reimbursement of the overpayment or will withhold such overpayment from future invoices.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

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, any on-site visits and/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. 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 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 to 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.

3. 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.

4. 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.

5. Organization and Format of Required Proposal Elements

Proposers responding to this RFP must comply with the following format requirements. The City 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 Signature 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 City can rely on these as inducements into any subsequent contract, and be made a part thereof;

Tab 4 - Response to Mandatory Requirements

Provide a point-by-point response to each requirement specified in Section IV, No's 1 & 2 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. 3 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 City 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 City 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 City.

Tab 7 – Required Forms

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

- Cover Sheet – *Required in Tab #2*
- Questionnaire – *Required here in Tab #7*
- Cost Proposal – *Required in Tab #8*
- Financial Review or Compilation Report by a CPA firm, which is not to be older than one (1) year.
- Sample Contract – *Required in Tab #6*

Tab 8 - Cost Proposal as identified in Section V.

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. If service is not provided please state so. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service.

6. Deviations and Exceptions

Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

7. 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.

IV. PROPOSAL REQUIREMENTS

In selecting a Security Guard Service company, studied consideration will be given to the contents of Proposals. Proposers should describe in great detail how they propose to meet the requirements attached herein. The qualifications as set forth herein are designed to establish experience criteria with which the Proposer demonstrates their capability to provide Armed and Unarmed Security Guard Services to the City. All proposal submissions are based upon an understanding and commitment to the goals and objectives below. Further, the decision of the City and the staff as to the acceptable qualifications of the Proposer shall be final and binding without any right of appeal.

The following requirements in Sections IV. 1 & 2 are **mandatory** and the Proposer must satisfy them at no additional cost to the City. 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 removal from further consideration.

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

1. Mandatory Proposer Qualifications

- a. Proposer must have at least three (3) years of experience with current or recent verifiable contractual experience, which required armed security guard services or similar security screening services.
- b. Security officers must have at least one (1) year of verifiable experience in security screening and related equipment operations within a court or similar security screening environment.
- c. Contractor must have a Washington State Armed Security Guard License and supply proof of licensing and renewals.
- d. Contractor must supply proof of bonding and all renewals for itself and its employees.
- e. Security Guards must have a Washington State Security Guard Certification. Security Guards providing armed services must have a Washington State Armed Security Guard Certification. All Security Guards, armed and unarmed, must provide proof when asked. Contractor must provide a copy with RFP response documents and proof of renewals.

- f. Security officers providing armed services must be able to lawfully possess a firearm in Washington State with a current firearm certificate and have at least two (2) years current and verifiable firearm training and handling experience. Contractor must supply proof of firearm certificate and training/qualifications, permits, and certifications with their proposal and provide proof of renewals.
- g. All armed guards must participate in continuing firearm education.
- h. All guards must investigate and report all incidents involving the use or threat of use of firearms.
- i. Security officers must have verifiable training in conflict de-escalation.
- j. Security Guards must have training with certificate in Blood-borne pathogens/infectious disease/sharps handling and awareness.
- k. Security Guards must be able to perceive color used for visual alarm by a metal detector or on/off switch and for other visual recognition purposes.
- l. Security Guards must have adequate reading skills in English, being able to read labels, identification badges, credentials and etc.
- m. Security Guards must have the ability to communicate effectively, verbally and in writing, in English.
- n. Security Guards preferred bilingual, with reading and writing in Spanish.
- o. Security Guards must be able to reach all parts of a person's body with one hand.
- p. Security Guards must pass a drug test within fifteen (15) days of commencement of work for the City, at contractor's expense, with proof supplied to the City.
- q. Security Guards must be able to lift fifteen (15) pounds.
- r. Security Guards must be able to open latches, zippers, screw caps, and be able to feel contents of a bag.
- s. Security Guards must be able to demonstrate ability to operate equipment in a safe and proper manner prior to being assigned to the Court.
- t. Security Guards must be able to move quickly if necessary.
- u. Security Guards must be able to stay on their feet for the majority of the shift.
- v. Security Guards must have the ability to positively interact with the public.
- w. Uniforms: Security Guards shall look uniform in appearance by wearing Contractor's distinctive uniform. While on duty and working for the City, Security Guards shall wear a clean, neat appearing uniform. Uniforms shall be provided by the Contractor and consist of, but are not limited to, approved uniform slacks, shirts, shoes, hats, jackets, badges, whistles, name tags and related supplies. All shirts, jackets, or coats shall display the Contractor's name and logo. Uniforms shall be distinctly different from those worn by Yakima Police Officers.
- x. Employees shall wear an identification tag or bar pin displaying his/her name, at all times. This tag or bar pin shall be provided and paid for by the Contractor.
- y. Firearms: For armed security guard services, weapons will be provided by the Contractor. Weapons shall be police duty-type semiautomatic pistols carried on a black leather or nylon police style duty belt. Firearms shall be secured in a Level III holster.
- z. Radios: The Contractor will supply their own hand-held radios to security officers for communication as required, to adequately perform their duties.
- aa. Background Checks: Personnel must undergo a 5-year criminal history background check, initiated and paid for by Contractor. Initial background checks must be performed within thirty (30) days of award of contract and reports given to the City Representative at that time. Checks on any new

employees hired during the term of this contract must be performed immediately and reports given to the City Representative as soon as they are available.

- i. Security guard must not have been convicted of any crimes against any vulnerable population in any degree in the preceding ten (10) year period. Convictions prior to this period will be reviewed on a case by case basis.
- ii. Security guard must not have been convicted of the crime of larceny or theft in any degree in the preceding five (5) year period.
- iii. No Proposer will be awarded or remain as the Contractor for Armed Security Guard and Other Service who have been convicted of any crime relating to the security guard business and no security guard will work for the City if convicted of any crime relating to the security guard business.
- iv. Contractor and security guards must be clear of any domestic violence, sexual or drug related convictions. Contractor and security guards shall be free from any pending felony actions or convictions.
- v. Contractor shall maintain a drug free workplace and have in effect a drug and alcohol policy. No security guards may be under the influence or exhibit any signs of either alcohol, drug use, or both.
- vi. Annually, during contract renewal, Contractor will provide the same background check for each employee working on this contract that was required when the contract was awarded.
- vii. Violation of, or failure to adhere to any of the above requirements shall be deemed sufficient cause for termination.

2. Mandatory Contract Performance Requirements

Proposer must agree to provide all deliverables identified in this section.

- a. Security Guards must understand that they are representing the City of Yakima while at their post and on duty and, as such;
 - i. Conduct themselves in a courteous and professional manner while performing their duties.
 - ii. Are responsible for acting in accordance with City's security guidelines and operating procedures set forth by the City while on the premises and/or during duty.
 - iii. The City retains the right to remove any guard(s) who in the opinion of the City Representative does not meet the proper standards for customer service and performance.
- b. Staffing Requirements: Contractor is to make sure that the personnel performing the duties possesses the qualifications needed to perform the duties assigned.
 - i. General
 - Upon award of contract, selected Proposer must provide written post orders within five (5) working days to the Court Administrator and building Manager of the Law and Justice Center for approval. Post orders must provide detailed instructions to assigned security officers and on-site supervisor as to their duties, responsibilities and hours to be worked.
 - Contractor must provide back-up and break support and coordinate with the Court Administrator to ensure proper coverage is maintained.
 - Replacement personnel must be provided by Contractor to cover vacations and sick days. There must be no less than two individuals on duty at all times during the Court's normal business hours.

- Submit any incident reports including photographs, if warranted, after each shift.
- ii. Law and Justice Center
- Assigned security officers will unlock/lock appropriate doors at 8 a.m. and 5 p.m.
 - Contractor must provide two uniformed, armed security officers to staff the security screening station in the front lobby area. Security guards are to screen all pedestrians as they enter the facility. Security guards are to monitor all pedestrians who are physically able to pass through the metal detector, uses a hand-held metal detector or do a physical check if needed. Security guards are also to do a physical hand check of all purses, briefcases, bags, containers, and items. The City shall determine what items are not authorized and will provide awarded Contractor with a list and/or training after Award. The screening station must be staffed for the hours of 8 AM to 5 PM, Monday through Friday, excluding City of Yakima recognized holidays: New Year's Day; Martin Luther King Jr. Day; President's day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and Thanksgiving Holiday (day following Thanksgiving); and Christmas Day.
 - The Contractor must also provide coverage to test all security equipment prior to the start of the business day and to sweep the bathrooms, Court and lobby area after the building closes. Sometimes a trial will go into the evening and the building will need to remain open until the session is concluded in which overtime will be necessary on an as needed basis to provide coverage until courtrooms and lobby area is clear at the close of business.
- iii. Community Diversion Court
- Uniformed security officers shall sweep the Court area, lobby, and restrooms, prior to the start of Community Diversion Team meeting.
 - Uniformed security officer shall monitor the front lobby area to ensure the safety of staff and public, enforce City rules, deter disruptive behavior, vandalism, or other issues that may negatively impact Community Diversion services. The screening area must be staffed all hours while the Community Diversion Program is in session and until the building is cleared of participants.
- iv. Lock/Unlock - Park Security
- Unarmed officers unlock restroom facilities when parks open and lock restroom facilities when parks close (dusk), seven days a week.
 - Officer(s) to perform a thorough walk through of each facility when opening and closing to detect and deter any criminal activity, and document any graffiti, vandalism and/or damage(s) with photos, if possible. During closing and locking of the park facilities, officer(s) are to ensure restrooms are vacant before properly securing all entrances to the facilities and deter any loitering, trespassing and other vagrancy.
- v. Event Security
- Provide crowd control by monitoring and defusing disturbances and unexpected situations, prevent injury and damage to venue & property.
 - Within the event perimeter, monitor crowd for suspicious behavior and activity and make sure there are no unattended bags, luggage or containers.
 - Ensure exits are not blocked, including stage exits, and guests stay out of "Staff Only" or reserved areas.

vi. Prisoner Watch

In addition to the requirements for a security guards and armed security guards above:

- Contractor must provide two (2) armed security guards for 24 hour around the clock watch while prisoner is in medical care at a local provider within the Yakima County.

3. General Requirements

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

a. Experience

Describe background and operational expertise in security guard and armed security guard services. Evidence supporting that the Proposer has this experience in providing security guard and armed security guard services, citing the number of years and the locations at which such operations have been conducted.

b. Organizational Capabilities

Describe your company's experience providing these services and/or services similar to those required by this RFP to customers of comparable size, scope and circumstance. Explain how your company is structured. Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the City and the Contractor during the Contract term.

c. Staff Key Personnel

Of critical importance in the evaluation of proposers will be the ability to provide resident experienced, security guard and armed security guards to insure a quality program satisfactory to the City.

Identify and provide a resume for the Project Manager that will be assigned to this project. The Project Manager will be the primary point of contact for City and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to City during the entire duration of the project.

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 during the term of contract. For each staff person, include 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.

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.

If any of these contacts change during the contract term, the Contractor shall verbally notify the City Purchasing Contract Administrator within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

d. Financial Capability

Proposer shall submit either a current Financial Review or Compilation Report by a CPA firm, 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. City reserves the right to use other means to substantiate Financial Capability, e.g. D&B reports, BBB, or other means.

e. Services Plan

Explain how your company proposes to perform the security guard services requested: Armed Security Guard Services at the City of Yakima Law & Justice Center; Security Services for Community Diversion Court at the Seasons Performance Hall; Event Security; Security Lockup/Unlock Service; and Prisoner Watch. Describe how your company will provide for personnel back up during breaks, vacations and holidays, sick leave, etc.

f. Company's Hiring Requirements

Outline your company's hiring requirements, procedures and process.

g. Literature and Brochures

If available, literature, brochures, etc., describing the operation(s) of the firm and such other material(s) that may be useful in determining the service experience and reputation for quality and cooperation of the Proposer.

h. Access to Facilities

If keys are issued to the Contractor, a fee will be charged to the Contractor for the loss of any keys or the cost of changing of locks as the result of any loss of keys or misuse of keys by Contractor's personnel. The sole discretion, regarding changing the locks, rests with the Facilities Management Director, or designee.

i. Points Not Addressed

Proposers are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operations of their teams or units.

4. References

Using the attached reference form, provide at least three (3) references for organizations with whom your company has provided this or similar services over the last five (5) years. Include a contact name, email address, telephone number, and a clear, concise description of the project.

The City will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the Evaluation Team for this RFP and will be used when scoring the written proposal.

5. 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. Total Project Cost

Proposer must provide a total project cost to include all the costs associated with this contract, including but not limited to training, testing, equipment, certifications, employee insurance, requisite services, materials, work products and ancillary expenses.

Proposer must inform the City as to the hourly rate of pay for the on-site security officer assigned to the Facility including straight time bill rate and wage rate, overtime, after hours and worked holiday bill rate and wage rate. Use VII. Cost Proposal Form.

Contractor and any subcontractors' travel expenses (e.g. airfare, lodging, and meals, insurance) and other miscellaneous expenses related to the provision of on-site services **must** be included in the proposed cost and cannot be an additional charge.

Contractor's expenses related to providing on-site services (e.g. computer, printer, miscellaneous equipment) must be included in the proposed cost and cannot be at an additional charge.

Owner will coordinate and provide any requisite meeting space for on-site services.

3. Pricing and Discount

The City 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.

4. Pricing Clarification

The City reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

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

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 City 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 and scoring 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:

No.	Description	Max Points
1	Experience in Security Services	30
2	Proposers Service Plan and Capability to Perform	30
3	Overall Cost of the Services	20
4	Staff Qualifications	15
5	References	5
TOTAL POSSIBLE POINTS		100

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 for the City, not necessarily the lowest cost Proposal.

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.

4. RFP Evaluation

Evaluation of proposal shall be based on conformity to the specifications, cost, past experience and performance with the City and other agencies to include training, equipment, employee neatness, appearance, and functionalism.

5. 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. 1) 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 City will request a Best and Final Offer.

6. 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.

7. 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.

8. Notification of Intent to Negotiate/Intent to Award

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

9. Right to Reject Proposals and Negotiate Contract Terms

The City 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 City may choose to cancel the first Intent to Negotiate and commence negotiations with the next highest scoring Proposer.

10. 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 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 City 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 City.

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 City retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

VII. COST PROPOSAL FORM

**PROPOSAL COST FORM
Armed Security Guard and Other Services - RFP 12104P**

Having carefully examined all of the RFP specifications including the "Proposal Requirements" and the "Evaluation Criteria", all of which are contained herein, the Undersigned proposes to furnish the following, which meet these specifications. List total cost for providing services below including, but not limited to, taxes, insurance, certifications, trainings, supplies and cost of preparing this proposal.

Schedule A	
Armed Security Guard Services, Law & Justice Center	
Straight Time Bill Rate – Regular Hours: Hourly cost per person.	\$ _____ Hourly
	Wage Rate: \$ _____ Hourly
Straight Time Bill Rate, Before 7:45 AM or After 5:00 PM: Hourly cost per person.	\$ _____ Hourly
	Wage Rate: \$ _____ Hourly
Schedule B	
Security Guard Services, Community Diversion Program	
Straight Time Bill Rate – Regular Hours: Hourly cost per person.	\$ _____ Hourly
	Wage Rate: \$ _____ Hourly
Straight Time Bill Rate, Before 7:45 AM or After 5:00 PM: Hourly cost per person.	\$ _____ Hourly
	Wage Rate: \$ _____ Hourly
Schedule C	
ARMED Prisoner Watch Service	
Straight Time Bill Rate – Regular Hours: Hourly cost per person.	\$ _____ Hourly
Please List if there is a minimum hour requirement _____	Wage Rate: \$ _____ Hourly
Straight Time Bill Rate, Before 7:00 AM or After 6:00 PM: Hourly cost per person.	\$ _____ Hourly
Please List if there is a minimum hour requirement _____	Wage Rate: \$ _____ Hourly

Please List any additional cost associated with PRISONER WATCH services. Use an additional sheet labeled PRICE FORM if more space is needed.

	\$ _____ Hourly
	\$ _____ Hourly

**Schedule D
Event Security**

Straight Time Bill Rate – Regular Hours:
Cost For UNARMED EVENT SECURITY Service. Hourly cost per person. \$ _____
Hourly

Please List if there is a minimum hour requirement _____ **Wage Rate:** \$ _____
Hourly

Straight Time Bill Rate, Before 7:00 AM or After 6:00 PM:
Cost For UNARMED EVENT SECURITY Service. Hourly cost per person. \$ _____
Hourly

Please List if there is a minimum hour requirement _____ **Wage Rate:** \$ _____
Hourly

Straight Time Bill Rate – Regular Hours:
Cost For ARMED EVENT SECURITY Service. Hourly cost per person. \$ _____
Hourly

Please List if there is a minimum hour requirement _____ **Wage Rate:** \$ _____
Hourly

Straight Time Bill Rate, Before 7:00 AM or After 6:00 PM:
Cost For ARMED EVENT SECURITY Service. Hourly cost per person. \$ _____
Hourly

Please List if there is a minimum hour requirement _____ **Wage Rate:** \$ _____
Hourly

**Schedule D
Lock/Unlock Services**

Straight Time Bill Rate – Regular Hours:
Hourly cost per person. \$ _____
Hourly

Please List if there is a minimum hour requirement _____ **Wage Rate:** \$ _____
Hourly

Straight Time Bill Rate, Before 7:00 AM or After 6:00 PM:
Hourly cost per person. \$ _____
Hourly

Please List if there is a minimum hour requirement _____ **Wage Rate:** \$ _____
Hourly

VIII. 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: _____

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: _____

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: _____

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 _____

IX. PROPOSER REFERENCES

Please List three references, excluding the City of Yakima or Yakima County, which the City may call to verify submitted qualifications and substantiate past performance.

1) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Position _____

E-Mail Address _____ Phone No. _____

Describe experience with reference _____

2) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Position _____

E-Mail Address _____ Phone No. _____

Describe experience with reference _____

3) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Position _____

E-Mail Address _____ Phone No. _____

Describe experience with reference _____

X. SAMPLE CONTRACT

CITY OF YAKIMA PROFESSIONAL SERVICES AGREEMENT FOR ARMED SECURITY GUARD AND OTHER 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 12104P, which are attached as Exhibit A hereto and incorporated herein by this reference.

Administrative Requirements: The Contractor shall have the responsibility to provide a singular designated Project Manager with responsibility for assuring the appropriateness and adequacy of armed security guard and other services and supervisor oversight of all Contract staff.

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. Any additional service(s) provided by the Contractor which are to be paid by the City must have prior written approval of the City.

Prices shall remain firm for the first twelve month period of the Contract. Price adjustments will only be reviewed during contract renewal.

The City shall make payment to Contractor on a month by month basis. The monthly invoices will be submitted by the Contractor to the City on or about the first week of the month immediately following the month the services are provided.

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.

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. 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.

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.

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.

6. Conflict of Interest

Contractor represents that it and 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 Agreement. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this agreement.

7. 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.

8. Property Care

Contractor shall not allow the Facility to be used for any unlawful purposes. Contractor shall not commit any waste on the Facility property nor damage same nor permit waste or damage by others. Contractor will be responsible for the proper custody and care of all City-owned property furnished for Contractor's use in connection with the performance of this Agreement, including but not limited to, metal detection equipment. Contractor will reimburse the City of any loss or damage, normal wear and tear excepted. Contractor shall also be responsible for the proper possession, use, and maintenance of all personal property retained by Contractor during the performance of armed security guard and other services pursuant to this Agreement.

9. 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.

10. 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.

11. 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.

12. 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 for this project, pay all charges and fees, and give all notices necessary and incidental to the due and lawful execution of the work.

- a. City of Yakima Business License. Contractor shall have a valid and current business license per Chapter 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.
- 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.

13. 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.

14. 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.

15. 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.

16. 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 Three Million Dollars (\$3,000,000.00) 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 Two Million Dollars (\$2,000,000.00) 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.

Commercial Automobile Liability Insurance:

a. If Contractor owns any vehicles, before this Agreement is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to "Any Auto" and be shown on the certificate.

b. If Contractor does not own any vehicles, only "Non-owned and Hired Automobile Liability" will be required and may added to the commercial liability coverage at the same limits as required in that section of this Agreement, which is Section 16.a Entitled "Commercial Liability Insurance".

c. Under either situation described above in Section 16.a. and Section 16.b, the required certificate of insurance 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 Agreement. The Policy shall name the City of Yakima, its elected officials, officers, agents, employees, and volunteers as additional insured, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of any kind upon the company" shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company of companies rated A-VII or higher in Best's Guide and admitted in the State of Washington.

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.

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.

The City reserves the right to require higher or lower limits where warranted.

17. Fidelity Bond – Employee Dishonesty

The Contractor will show proof of providing a fidelity bond in a form acceptable to the City of Yakima in the amount of Fifty Thousand Dollars (\$50,000) to reimburse City of any damages incurred as result of dishonesty, burglary, theft, fraud or destruction of property committed by employees of the Contractor.

Coverage must apply to all personnel of the Contractor including subsidiaries. Coverage must be provided for losses sustained by the Contractor or its clients resulting from fraudulent or dishonest acts committed by employees of the Contractor, acting alone or in collusion with others. Said bond or insurance shall remain in effect during the term of this Agreement.

18. 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.

19. Contract Documents

This Contract, the Request for Proposals No. 12104P, 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. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. 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.

20. Termination

- a. 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 ninety (90) 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

- b. 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 ninety (90) 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.

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

- Breaches or defaults an obligation under the Contract;
- Fails to perform any material obligation required under the Contract;
- Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
- Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- Makes an assignment for the benefit of creditors;
- Fails to follow the sales and use tax certification requirements of the State of Washington
- Incurs a delinquent Washington tax liability;
- Becomes a State or Federally debarred Contractor;
- Is excluded from federal procurement and non-procurement Contracts;
- Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- Contractor performance threatens the health or safety of a City, County or municipal employee
- 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.

- d. Default by Contractor: The Contractor may be declared in default and may be terminated immediately by the City for one of the following reasons;

- Failure of the Contractor to maintain satisfactory performance level;
- Failure of the Contractor to start work within the time stated in the notice to proceed;
- Failure of the Contractor to pay employees for work performed and materials and supplies used under this contract;
- Failure to maintain mandatory licenses, certificates, insurance or meet mandatory RFP requirements;
- Insolvency of Contractor.

21. 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.

22. 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.

23. 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 55 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.

24. 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, Section IV Proposal Requirements 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)."

25. 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.

26. 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.

In the event either party terminates this agreement early pursuant to Section 20, Contractor shall be compensated on a pro-rata basis for all satisfactory services provided to the City under this Agreement up to the effective termination date.

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

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

27. 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.

28. 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.

29. 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.

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. No profit margin adjustments will be allowed.

36. Suspension of Work

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 on the Project 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 20. Termination.

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.

If any provision of this Agreement is in direct conflict with any statutory provision of the State of Washington, that provision which may conflict shall be deemed inoperative and null and void insofar as it may conflict, and shall be deemed modified to conform to such statutory provision

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 or used to provide services 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 12104P 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

Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of God or the public enemy, acts of the government in either its sovereign or contractual capacity fire, floods, strikes, epidemics/pandemics and quarantine restrictions, war, riot, delay in transportation or railcar transport shortages, freight embargoes and unusually severe weather, provided Contractor notifies the City immediately in writing of such pending or actual delay. Normally, in the event of 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.

