

City of Yakima
NOTICE TO PROPOSERS
RFP No. 11517-P

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM May 14, 2015**. At such time, Proposers names will be publicly read for:

Armed Security Guard Services

The City of Yakima desires to identify Proposers and enter into a contract to provide Armed Security Guard Services in the Yakima Police Department / Municipal Court Building

Request for Proposal Packets are available online at www.yakimawa.gov/services/purchasing or in the office of the Purchasing Manager, Yakima City Hall, 129 North 2nd St., Yakima, WA 509-575-6093.

The City of Yakima reserves the right to reject any and all RFP's. The City of Yakima hereby notifies all proposers that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, 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 set.)

Dated this 23rd day of April, 2015.

Susan Knotts, CPPO, CPPB
Buyer II

Publish on April 23rd and 24th, 2015



CITY OF YAKIMA REQUEST FOR PROPOSAL # 11517-P
COVER SHEET

THIS IS NOT AN ORDER



RFP Release Date: April 23, 2015

Proposal Receipt: Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP) Number **11517-P**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late proposals will be rejected.** Proposals MUST be date and time stamped on or before the date and time listed below that the proposal is due. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. **Deliver to:**

**City of Yakima Clerk's Office
129 North 2nd Street
Yakima, WA 98901**

Do not bring your proposal in to the opening room. Proposal must be received and date stamped by the Clerk's Office

Proposals Must be in the office no later than

May 14, 2015 at 2:00:00 PM PST

Public Opening

PROPOSER'S Name & Address (to be filled out by proposer):

Purchasing For:

City of Yakima Police Department/Municipal Court Building
200 South Third Street
Yakima, WA 98901

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

Susan Knott, Buyer II

Phone

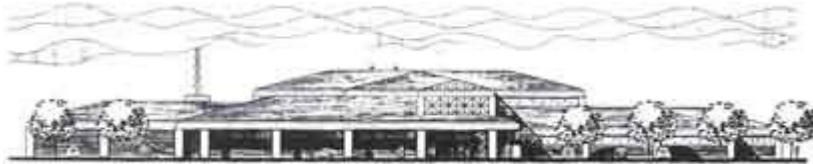
(509) 575-6095

E-Mail Address

Susan.Knotts@YakimaWA.Gov

PROJECT DESCRIPTION SUMMARY

Armed Security Guard Services for the City of Yakima Police Department/Municipal Court Building



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/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

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

Company Name:		Company Address:	
Name of Authorized Company Representative (Type or Print)		Title	Phone ()
			Fax ()
Signature of Above	Date	Email Address	

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I. DEFINITIONS

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

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

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

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

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

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

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

“Executive” means the City of Yakima City Manager.

“Owner” also referred to as City of Yakima.

“Project Manager” means the individual in City of Yakima 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.

Armed Security Guard Services

II. GENERAL INFORMATION

A. 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 "Owner" throughout this document), Police Department and Municipal Courts, as represented by City Purchasing, intends to use the results of this solicitation to award a contract for such services.

B. Scope and Objectives

The Yakima Police Department and Municipal Court is requesting Armed Security Guard services at the Yakima Police Department/Municipal Court Building. Uniformed security guard(s) will control pedestrian access to the Facility including the Yakima Police Department, Municipal Courts, and the Legal Department and operate the security screening post located within the building's front lobby area. 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 Facility must pass through the security screening post. Two guards are needed to staff the screening post and to perform additional duties in accordance with the schedules and specifications as noted in the following section. This coverage will generally be Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding nationally recognized holidays.

C. Background and Current Operations

About The Owner

The City of Yakima, county seat of Yakima County, was incorporated in 1886 and is located in central Washington State. It encompasses 28.7 square miles in an area of rich volcanic soil. The City is 145 miles southeast of Seattle, and 200 miles southwest of Spokane, Washington. The region is served by rail, highway and air transportation facilities, which have helped develop the City as the commercial and business center of Central Washington. With a 2012 population of 91,930 Yakima is the ninth largest city in the State of Washington.

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

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

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

Background

The 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.

Current Operations

Currently there are two armed security guards on duty during the hours the facility is open to the public. The security guards do a sweep of the court rooms 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 of 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 court rooms and bathrooms for any pedestrians that might still be in the building or items left behind.

D. Contracting Agency and Point of Contact

This RFP is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this RFP process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this RFP until a Notice of Intent to Award the Contract is issued, all contacts with Owners employees, and other personnel performing official business for the Owner regarding this RFP shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.

E. Clarifications and/or Revisions to Specification and Requirements

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

Any questions, exceptions, or additions concerning the subject matter of this RFP document(s) shall not be considered unless submitted in writing via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (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 and will become part of the proposal documents. Receipt thereof by the Proposer shall be acknowledged on the Cover Sheet. No verbal rulings or interpretations will be held binding upon the Owner. All Addenda are posted on www.yakimawa.gov/services/purchasing and 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.

F. 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.

G. 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. The Owner is not required to give consideration to any claim of misunderstanding.

H. Calendar of Events

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

DATE	EVENT
April 23, 2015	RFP Issuance
May 7, 2015	Due date for written questions
May 8, 2015	Addenda -Written answers provided (target)
May 14, 2015 at 2:00:00 PM 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 or make site visits. Every effort will be made to notify short-listed proposers of important post-opening dates.

I. Contract Term

See Section B of Contract.

J. Incurring Costs

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

K. No Obligation to Contract

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

L. Retention of Rights

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

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

III. PREPARING AND SUBMITTING A PROPOSAL

A. General Instructions

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

B. Submitting a Proposal

Proposers shall submit one original (so marked) and four (4) paper copies, along with one (1) electronic version of all files via USB drive or CD. 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 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 sent to the address listed on page 2 of this RFP.

Proposals shall be received no later than the date and time listed on Page 2 of this RFP. Late proposals will not be accepted or evaluated and will be returned to the proposer, unopened, unless

it can be proven the proposal was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over the other Proposers.

All Proposals shall list the information on the outside of the package as specified on Page 2 of this RFP.

C. Organization and Format of Required Proposal Elements

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

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

Tab 1 - Table of Contents

Provide a table of contents for the Proposal.

Tab 2 - RFP Cover Sheet

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

Tab 3 - Transmittal Letter

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

- 1) Name and title of Proposer representative;
- 2) Name, physical and mailing address of company;
- 3) Telephone number, fax number, and email address;
- 4) RFP number and title;
- 5) Acknowledge any Addenda;
- 6) A statement that the Proposer believes its Proposal meets all the requirements set forth in the RFP;
- 7) 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;
- 8) 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,
- 9) A statement that the Proposer will be making a number of representations outside of its formal Proposal document in, possibly, discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions and as such hereby warrants that the Owner can rely on these as inducements into any subsequent contract, and be made a part thereof;
- 10) Enter any other statements that you would like them to submit in the Transmittal Letter.

Tab 4 - Response to Mandatory Requirements

Provide a point-by-point response to each requirement specified in Sections V, Subsection A of this RFP. Responses that fail to meet the mandatory requirements shall be rejected.

Tab 5- Response to General Requirements

Provide a point-by-point response to each requirement specified in Section V of this RFP. Responses 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, General and Special Terms and Conditions provided with this RFP represent the terms and conditions which the Owner expects to execute in a contract with the successful Proposer. Proposers must accept or submit point-by-point exceptions along with proposed alternative or additional language for each point with their proposal. The Owner may

or may not consider any of the Proposer's suggested revisions. Any changes or amendment to any of the Contract Terms and Conditions will occur only if the change is in the best interest of the Owner. Proposers may not submit their own contract document as a substitute for these terms and conditions.

Tab 7 – Required Forms

Include here the completed forms required in the RFP. Failure to complete and/or provide any required forms may result in disqualification of proposal.

Tab 8 - Cost Proposal Information

Provide all cost information according to the instructions provided. Include all costs for furnishing the service(s) and/or product(s) included in this proposal on Cost Proposal Form, Attachment A. Identify all assumptions. Failure to provide any requested information in the prescribed format may result in disqualification of the Proposal. Also include on a separate sheet under this tab a list of all Optional Services and the price for each service. If no Optional Service is provided, please state so.

D. 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 outside of the envelope and on each page included in the response.

E. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw or supplement a proposal in writing at any time up to the proposal closing date and time if received by the Buyer listed on Page 2 of this document. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Buyer. 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.

IV. EVALUATION AND CONTRACT AWARD

A. Preliminary Evaluation

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

B. Proposer Presentations

Based on evaluation of the written proposals by the Evaluation 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 Evaluation Team. The Evaluation 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.

C. Evaluation Criteria

The proposals will be scored using the following criteria:

#	Description	Max Points
1	Experience In Security (Police/Courts)	45
2	Overall Cost of the Service	35
3	References	10
4	Responsiveness to the Proposal	10
TOTAL POSSIBLE POINTS		100

The cost proposal section shall receive a weighted score, based upon the ratio of the lowest proposal to the highest proposal.

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 general and technical requirements in the RFP.

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

D. Proposal Scoring

An estimated two to four top scoring Proposals may be short-listed based on an evaluation of the written Proposal by the Evaluation Team on the stated criteria. A proposer may not contact any member of an Evaluation Team except at the Evaluation Team’s direction.

Should the Evaluation Team request any oral presentations or demonstrations from one or more of the short-listed proposers, the Evaluation 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.

E. Award / Best and Final Offers

The Purchasing Manager/Buyer will compile the final scores for all sections of each responsive proposal. The award will be granted in one of two ways. The Evaluation Team’s Recommendation of Award may be granted to the highest scoring responsive Proposal and responsible Proposer. Alternatively, Proposers with the highest scoring proposal may be requested to submit Best and Final Offer. If Best and Final Offers are requested by the Evaluation Team and submitted by the Proposer, they will be evaluated against the stated criteria, scored and ranked by the evaluation committee. The Intent to Negotiate then will be granted to the highest scoring Proposer. However, a Proposer should not expect that the Owner will request a Best and Final Offer. In case of a tied score, recommendation of award will go to the firm who was favored by the majority of the Evaluation Team members, according to their score. The Evaluation 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.

The Owner reserves the right to negotiate, amend, or change the final contract through a bilateral “contract modifications”. The final contract with the successful Proposer will be drawn by the City of Yakima and may contain such other provisions as are deemed necessary to protect the Owner's interests therein. A copy of the proposed Armed Security Guard Services Agreement is found in Section VIII.

In the event that the successful Proposer does not execute the contract as herein required, the award of the contract may then be made to another Proposer or the Owner may decide to call for new proposals.

F. 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.

G. Notification of Intent to Negotiate/Intent to Award

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

H. Right to Reject Proposals and Negotiate Contract Terms

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

I. Protest Procedure

Once the Intent to Negotiate is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the vendor received the information, but rather when the announcement is issued by Purchasing. Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@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 five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed 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 Vendor:

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 dissatisfaction, 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 written dissatisfaction, 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.

Award Regardless of Protest

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

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

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protester and others who may be concerned.

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

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

In order to qualify for the award of the contract, Proposers should meet the following minimum qualifications. Further, the qualifications as set forth herein are designed to establish experience criteria with which the Proposer demonstrates his capability to provide Armed Security Guard Services in the Facility. All proposal submissions are based upon an understanding and commitment to the goals and objectives below.

The decision of the Owner and the staff as to the acceptable qualifications of the Proposer shall be final and binding without any right of appeal.

If you feel the Mandatory Proposal Requirements are proprietary, contact the Buyer listed on Page 2 to determine if requirements should be changed.

A. Mandatory Proposer Qualifications

1. Experience: Describe background and operational expertise in Armed Security Guard services. Evidence supporting that the Proposer has this experience in providing Armed Security Guard Services, citing the number of years and the locations at which such operations have been conducted. Proposer must have at least three (3) years of experience and current or recent verifiable contractual experience, which required armed security guard services or similar security screening services.
2. 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.
3. Evidence in the form of answers to the enclosed business questionnaire or additional evidence.
4. Proposer must submit a detailed use plan for the Facility. This plan should outline how the Proposer plans to operate the Security Guard Services.
5. Contractor must have a Washington State Armed Security Guard license and supply proof of licensing.
6. Contractor must supply proof of bonding for itself and its employees.
7. Contractor will be responsible for acting in accordance with City's security guidelines while on the premises.
8. Security Guards must understand that they are representing the City of Yakima while at their post and, as such, conduct themselves in a courteous and professional manner while

performing their duties. The City retains the right to remove and guard who does not meet the proper standards for customer service and performance.

9. Security Guards must be able to perceive color used for visual alarm by a metal detector or on/off switch.
10. Security Guards must be able to read labels, identification badges, credentials and etc.
11. Security Guards must be able to reach all parts of a person's body with one hand.
12. Security Guards must follow the operating procedures set forth by the City.
13. Security Guards must pass a drug test within 15 days of commencement of work for the City, at contractor's expense, with proof supplied to the City.
14. Security Guards must be able to lift 15 pounds.
15. Security Guards must be able to open latches, zippers, screw caps and be able to feel contents of a bag.
16. Security Guards must be able to demonstrate ability to operate equipment in a safe and proper manner prior to being assigned to the Court.
17. Security Guards must be able to move quickly if necessary.
18. Security Guards must be able to stay on their feet for the majority of the shift.
19. Security Guards must have the ability to positively interact with the public.
20. Security Guards must have a Washington State Armed Security Guard Certification.
21. Security Guards must be able to lawfully possess a firearm in Washington State. Contractor must supply proof of firearms training/qualifications, permits, and certifications.
22. Security Guards must have training in Blood-borne pathogens/infectious disease/sharps handling and awareness.
23. Security Guards must have the ability to communicate effectively, verbally and in writing in English.
24. Security Guards bi-lingual, in Spanish will be preferred.
25. Security Guards must have adequate reading skills in English.
26. Security Guards bi-lingual, with reading and writing, in Spanish will be preferred.
27. 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.
 - a. Armed security guard must not have been convicted of any crimes against children in any degree in the preceding ten (10) year period. Convictions prior to this period will be review on a case by case basis.
 - b. Armed security guard must not have been convicted of the crime of larceny or theft in any degree in the preceding five (5) year period.
 - c. No Proposer will be awarded or remain as the Contractor for Armed Security Guard service who have been convicted of any crime relating to the security guard business and no armed security guard will work for the City if convicted or any crime relating to the security guard business.

- d. Contractor and armed security guards must be clear of any, domestic violence, sexual or drug related convictions. Contractor and armed security guards shall be free from any pending felony actions or convictions.
- e. Contractor shall maintain a drug free workplace. No armed security guards may be under the influence or exhibit any signs of either alcohol, drug use, or both.
- f. 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.
- g. Violation of, or failure to adhere to any of the above requirements shall be deemed sufficient cause for termination.

B. General Requirements

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

1. 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 Owner and the Contractor during the Contract term.

2. Staff Qualifications:

Of critical importance in the evaluation of proposers will be the ability to provide resident experienced, Armed Security Guards to insure a quality program satisfactory to the Owner.

Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term. The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of this contract.

Identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in these services.

For each staff person associated with this contract, attach a brief resume including their name and last known address with any pertinent licenses or accreditations. 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 Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change.

3. Explain how your company proposes to perform armed security guard services. Describe how your company will provide for personnel back up during breaks, vacations and holidays, sick leave, etc.

4. Staffing Requirements:

Contractor must provide two uniformed, armed security officers to staff the security screening station in the front lobby area. In addition, Contractor must provide back-up and

break support and coordinate with 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.

4. Hours:

The screening station must be staffed for the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding holidays. The vendor must also provide coverage in order to sweep the Court and lobby and test all security equipment prior to the start of the business day. Overtime will be necessary on an as needed basis to provide coverage if courtrooms and lobby areas are not clear at the close of business. Assigned security officers will lock/unlock appropriate doors at 8 a.m. and 5 p.m. Upon award of contract, selected Proposer must provide written post orders within five (5) working days to Court Administrator for approval. Post orders must provide detailed instructions to assigned security officers and on-site supervisor as to their duties, responsibilities and hours worked.

5. Nationally Recognized Holidays:

Recognized City Holidays are as follows: New Year's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Thanksgiving Holiday (day following Thanksgiving), and Christmas Day.

6. Uniforms:

- a. Contractor shall supply and pay for distinctive clean, neat appearing uniforms for their employees and require them to be worn while working on City premises. Uniforms shall consist of, but not be 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.
- b. Each employee 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.

7. Equipment:

- a. 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.
- b. The Contractor will supply their own hand-held radios to security officers for communication as required to adequately perform their duties.
- c. If keys are issued to the Contractor, 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.

8. Outline your company's hiring requirements.

9. 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.

10. Points not addressed:

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

11. Financial Capability to perform contract:

Proposer shall submit a current Financial Statement audited by a CPA firm, which is not to be older than one (1) year.

The Owner may require such other information as deemed necessary to ascertain the qualifications of a Proposer.

C. Proposer 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 Owner 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.

D. Questionnaire

Proposer must complete the Proposer Questionnaire Form on page 35 and submit it in accordance with Section III, Subsection "C".

VI. COST PROPOSAL

A. 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.

B. Project Cost

Proposer must provide a 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 Owner 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 Cost Proposal form Attachment A.

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.

C. Price Clarifications

The Owner 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.

VII. GENERAL TERMS AND CONDITIONS

The Owner intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Refer to the attached "Professional Services Contract" for specific Terms and Conditions. Failure of the successful Proposer to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

A. 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 Owner's satisfaction; the Owner decision in that regard shall be final and conclusive. The Owner may inspect, observe and examine the performance of the services performed on the Owner premises at any time. The Owner may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the Owner 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 Owner's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner 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 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, rules and regulations as prescribed herein and as prescribed by the Owner as the same now exists or may hereafter from time to time be changed in writing.

B. 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, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the Owner.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.
2. Comply with all security and safety regulations in effect.
3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the Owner. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
5. Correct any errors in the services found by the Owner or the Contractor.
6. 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 Owner buildings. Under such circumstances, the Owner shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

C. Specifications

The specifications in this request are the minimum acceptable. The Owner shall be the sole judge of the quality, functional capability and/or performance level desired is outlined in the Proposer's proposal.

D. 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.

E. Quality

Unless otherwise indicated in the request, all material shall be first quality. Items which are used, demonstrators, obsolete, seconds, or which have been discontinued are unacceptable without prior written approval by the Owner.

F. Quantities

The quantities, referring to the number of armed security guards and hour worked, shown on this request are based on estimated needs. The Owner reserves the right to increase or decrease quantities to meet actual needs

G. Other Owner Departments/Like Items Added

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

H. 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.

I. Acceptance-Rejection

The Owner reserves the right to accept or reject any or all proposals, to waive any irregularities, informalities, or technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the Owner.

Proposals MUST be date and time stamped by the City of Yakima Clerk's office on or before the date and time that the proposal is due.

J. Payment Terms and Invoicing

The Owner 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 Owner 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.

K. Public Records Access

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

Proposal openings are public unless otherwise specified. Records will not be available for public inspection prior to issuance of the Notice of Intent to Award or the award of the contract.

L. Proprietary Information:

Any restrictions on the use of data contained within a request, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable Owner procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

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

2. PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

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. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the Owner to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal. In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the Owner will determine whether the material is exempt from public disclosure. If, in the Owner opinion, the material is subject to disclosure, the Owner will notify Proposer of the request and impending release and allow the Proposer 10 days to take whatever action it deems necessary to protect its interests. All expense of such action shall be borne solely by the Proposer, including any damages, attorney's fees or costs awarded by reason of having opposed disclosure and Proposer shall indemnify Owner against same. If the Proposer fails or neglects to take such action within said period, the Owner will release all materials deemed subject to disclosure. Submission of materials in response to this solicitation shall constitute assent by the Proposer to the foregoing procedure and the Proposer shall have no claim against the Owner on account of actions taken pursuant to such procedure.

<p>For City of Yakima Use Only:</p> <p>Contract No. _____</p> <p>Project No. _____</p> <p>Resolution No. _____</p> <p>RFQP No. _____</p>

VIII. SAMPLE CONTRACT

**PROFESSIONAL SERVICES CONTRACT
FOR ARMED SECURITY GUARD SERVICES**

THIS PROFESSIONAL SERVICES CONTRACT is made and entered into by and between the City of Yakima, a Washington municipal corporation (hereafter the "Owner", and _____ (hereafter the "Contractor").

WHEREAS, the Owner requires professional services (hereafter the "services") for the City of Yakima Police and Municipal Courts Building (hereafter the "Facility") located at the 200 South Third Street, Yakima, Washington;

WHEREAS, the Owner does not have the staffing levels necessary to provide said services;

WHEREAS, Contractor agrees to provide said services under the terms and conditions of this Contract;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, it is agreed by and between the Owner and Contractor as follows:

A. Statement of Work

1. The minimum services that the Contractor will provide include services described in Exhibit "A," which is incorporated herein by this reference. The services are included within the base fee.
2. Contract Documents: The rights granted under this Agreement include the terms, conditions, covenants and representations contained in the following documents, all of which are incorporated herein by reference as though fully set forth:
 - a. The RFP, together with all exhibits, addenda and amendments thereto;
 - b. Contractor's Proposal and all accompanying exhibits submitted therewith by Contractor's response to the RFP; and
 - c. This Agreement and the documents referenced in this Paragraph shall be construed consistently with each other in order to best effectuate the intent of the Owner and Contractor as set forth in this Agreement.

In case of conflict or ambiguity, the documents shall have the following priority for the purpose of interpreting the terms, covenants, conditions, or duties therein: This Agreement, the RFP Specifications, and the Proposal accepted by the Owner. The parties acknowledge that there are no other representations, agreements, or conditions not specifically referred to or set forth in the foregoing documents which are a part of this Agreement.

3. 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 services and supervisor oversight of all Contract staff.

5. 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 M. below entitled "Change or Notices". Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the Owner.

6. 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 V. 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)."

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

B. Contract Term

1. The period of this contract shall be for a period of one (1) year from its effective date. The Owner may, at its option, extend the contract on a year to year basis for up to four (4) additional years provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) day notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the Owner provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the proposal. Price adjustments will only be reviewed during contract renewal.

C. Compensation

1. As full compensation for satisfactory performance of Armed Security Guard Services, the Owner shall pay Contractor _____ Dollars (\$_____) an hour per armed security guard for regular hours (between 7:45 AM and 5:00 PM). For hours before 7:45 AM and hours after 5:00 PM, the Owner shall pay Contractor _____ Dollars (\$_____) an hour per armed security guard. At the end of the first term, the parties may extend this Contract if the Owner and Contractor can reach a mutually satisfactory agreement on the value of the services for the additional period and as provided in Section B above.

2. A monthly fee shall be paid by the Owner to Contractor on a month by month basis. The monthly invoices will be submitted by Contractor to the Owner on or about the first week of the month immediately following the month the services are provided. The first invoice for the first year of the Contract will be submitted on or about the first week of the month immediately following the month the services are provided.

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

In the event either party terminates this agreement early pursuant to Section P, 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 Owner at the following address:

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

4. Credit Card Acceptance: The Owner, in its sole discretion, will determine the method of payment for goods and/or services as part of this agreement. The Owner's preferred method of payment is by procurement (credit) card. Proposers may be required to have the capability of accepting the Owner'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.

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

D. Performance by Contractor

1. 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.

2. 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 Owner. Any such delegation or subcontracting without the Owner's prior written consent shall be voidable at the Owner's option.

3. No delegation of subcontracting of performance of any of the services, with or without the Owner'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").

4. Contractor shall at all times be an independent contractor and not an agent or representative of the Owner 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 Owner. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the Owner. Neither the Contractor nor any employee of the Contractor is entitled to any benefits that the Owner 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.

5. 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.

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

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

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

9. 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 services pursuant to this Agreement.

10. 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.

11. Work Made for Hire: All work the contractor performs under this agreement shall be considered work made for hire, and shall be the property of the Owner. The Owner shall own any and all data, documents, plans, copyrights, specifications, working papers, and any other materials the contractor produces in connection with this agreement. On completion or termination of the agreement, the contractor shall deliver these materials to the project manager.

E. Compliance with Laws

Contractor shall comply with all applicable federal, state and local laws, ordinances, rules, regulations, orders, licenses, permits, and other requirements, now in effect, of any governmental authority (including, but not limited to, such requirements as may be imposed upon the Owner and applicable to the services). Contractor shall furnish such documents as may be required to effect or evidence such compliance. All laws, ordinances, rules and orders required to be incorporated in agreements of this character are incorporated in this Contract by this reference.

F. Special Instruction to Corporate Proposers

1. Corporate Resolution: All corporate proposals shall include a duly executed resolution of the Board of Directors, either approving the particular proposal being submitted, or specifically authorizing and empowering a designated agent of said corporation to bind the corporation in all matters involving, related to, or incidental to the submission of a proposal hereunder and, if accepted by the Owner, the corporation's full performance under the terms of the Agreement.

2. Foreign (Non-Washington) Corporations: Although the Owner 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 State.

G. Taxes and Assessments

1. 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 Owner is assessed a tax or assessment as a result of this Contract, Contractor shall pay the same before it becomes due.

2. The Owner and its agencies are exempt from payment of all federal excise taxes, but not sales tax (currently at 8.2%). Tax will not be considered in determining which proposal is the lowest or best, however RCW 39.30.040 allows the Owner to take any sales tax and B&O tax that is will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

3. **Vendor Tax Delinquency**

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

H. Nondiscrimination Provision

1. During the performance of this Contract, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. 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 Contract.

2. With regard to the health care services to be performed pursuant to this Contract, Contractor agrees to comply with the Americans With Disabilities Act of 1990, 42 U.S.C. § 12101 et seq. (ADA) and its implementing regulations, and Washington State's anti-discrimination law as contained in RCW Chapter 49.60 and its implementing regulations. The ADA provides comprehensive civil rights to individuals with disabilities in the area of employment, public accommodations, state and local government services, and telecommunications.

I. Inspection: Examination of Records

1. The Contractor agrees to furnish the Owner with reasonable periodic reports and documents as it may request and in such form as the Owner 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.

2. The records relating to the services shall, at all times, be subject to inspection by and with the approval of the Owner, 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 Owner's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the Owner sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

3. **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.

4. The contracting agency 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.

J. Confidential, Proprietary and Personally Identifiable Information

1. Contractor shall not use Confidential, Proprietary or Personally Identifiable Information of Owner 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.

2. 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.

3. 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 Owner 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 Owner, as directed.

4. 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 Owner in writing.

5. 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 Owner shall be given prompt written notice of such proceeding if giving such notice is legally permissible.

K. Indemnification and Hold Harmless

1. The Contractor shall defend, indemnify and hold harmless the Owner its elected and appointed officials, employees, agents, and volunteers against any expense, loss, lawsuit, settlement costs, penalty, damage, liability, allegation, claim or judgment, including reasonable attorney’s fees and costs, resulting from negligent acts or omissions or willful misconduct of the Contractor, its agents or subcontractors, and the Medical Professionals and Medical Assistants rendering services, including a breach of the Contractor’s duties under this Contract.

2. The terms of the Section shall survive any expiration or termination of this Contract.

3. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

4. The Owner will not be responsible to any injury to Contractor’s employees or agents and the Contractor shall indemnify, defend and hold the Owner harmless for any injury to the Contractor’s employees or agents.

L. Insurance Provided by Contractor

1. Contractors Liability Insurance: It is understood that the Owner does not maintain liability insurance for Contractor and/or its employees or subcontractors. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best's Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverage's, limits, and endorsements noted below. All such insurance shall not be subject to any deductible or self-insured retention (SIR). There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to Owner. The requirements contained herein, as well as Owner'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. Contractor shall provide the City with a Certificate of Insurance as proof of general liability insurance, or a combination of commercial liability and umbrella liability, with a total minimum liability limit of Three Million Dollars (\$3,000,000.000) per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract, or the general aggregate limit shall be twice the required occurrence limit. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability/Umbrella	Combined Single Limit: \$1,000,000 Per Occurrence
	\$3,000,000 Annual Aggregate
Auto Liability:	Combined Single Limit \$1,000,000 Per Occurrence

The City of Yakima, its agents, employees, authorized volunteers; elected and appointed officials are included as Primary/Non-Contributory additional insureds.

If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and City of Yakima shall be named as an additional insured for such higher limits.

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

The contractor will provide a Certificate of Insurance to the Owner as evidence of coverage. 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 Purchasing Manager, prior to commencement of this work.

If at any time during the life of the contract or any extension, the 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 Owner to terminate the contract.

The contractor shall also maintain workers compensation through the State of Washington.

2. Professional Errors and Omissions Liability Insurance: (This coverage is similar to Law Enforcement Professional Liability including false arrest, detention, or imprisonment; Prosecution considered malicious or harassing; Bodily injury to others related to efforts to defend persons or property; Acts of discrimination; Humiliation; False or improper services of process and Violation of Civil rights.) Before this Agreement is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as evidence of Professional Errors and Omissions Liability Insurance, or a combination of commercial liability and umbrella liability, with a total minimum

liability limit of coverage of at least Three Million Dollars (\$3,000,000.00) per occurrence and an annual aggregate limit of at least Three Million Dollars (\$3,000,000.00). The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company rated A-VII or higher in Best's Guide. If the policy is on a claims made basis, the retroactive date of the insurance policy shall be on or before the inception date of this Agreement; or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Agreement and for a minimum of three (3) years following the termination of this Agreement.

3. 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 Three Million Dollars (\$1,000,000.00) 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 L.1. Entitled "Commercial General Liability Insurance".

c. Under either situation described above in Section L.3.a. and Section L.3.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.

4. 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.

5. Contractor's Waiver of Employer's Immunity under Title 51 RCW. 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 Owner and its officers, employees, 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 to comply with the terms of this paragraph, waive any immunity

granted under Title 51 RCW, and assume all potential liability for actions brought their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.

6. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the Owner, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

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

M. Change or Notice

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

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

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

4. The Owner shall have the right to renegotiate the terms and conditions of this Contract to the extent required to accommodate a change in governing law or policy that, in the sole discretion of the Owner, either substantially and unreasonably enlarges the Contractor's duties hereunder, or renders performance, enforcement or compliance with the totality of the Contract impossible, patently unreasonable, or unnecessary.

Notices and demands under and related to this Contract shall be in writing and sent to the parties at their addresses as follows:

TO OWNER:
Susan Knotts, CPPO, CPPB
Buyer II
City of Yakima
129 North 2nd street
Yakima, WA 98901

TO CONTRACTOR:

N. Price Increases

1. If requested by the Contractor in writing on the anniversary date of each year of the contract, the Owner 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 Owner, 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.

2. 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 Owner.

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

O. Suspension of Work

The Owner may suspend, in writing by certified mail, all or a portion of the Service under this Agreement if unforeseen circumstances beyond the Owner's control are interfering with normal progress of the Service. The Contractor may suspend, in writing by 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 Owner 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 Services in accordance with Section P.

P. Termination

1. Termination for Cause: The Owner 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 Owner sixty (60) calendar days' notice of the Owner's right to cure a failure of the Owner 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

2. Termination for Convenience: Either party may terminate the Contract at any time, without cause, by providing a written notice; the Owner by providing at least thirty (30) calendar days' notice to the Contractor, and the Contractor providing at least sixty (60) calendar days' notice to the Owner 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 Owner, multiplied by the corresponding payment for completion of such services as set forth in the Contract. Alternatively, at the sole discretion of the Owner, the Contractor may be compensated for the actual service hours provided. The Owner 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.

3. Contract Cancellation: The Owner reserves the right to cancel the Contract in whole or in Part without penalty if the Contractor:

- a. Breaches or defaults an obligation under the Contract;
- b. Fails to perform any material obligation required under the Contract;
- c. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;

- d. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
- e. Makes an assignment for the benefit of creditors;
- f. Fails to follow the sales and use tax certification requirements of the State of Washington
- g. Incurs a delinquent Washington tax liability;
- h. Becomes a State or Federally debarred Contractor;
- i. Is excluded from federal procurement and non-procurement Contracts;
- j. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
- k. Fails to maintain the confidentiality of the Owner information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
- l. Contractor performance threatens the health or safety of a City, County or municipal employee;
- m. Change in Funding: If the funds upon which the Owner relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Owner 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.

4. Default by Contractor: The Contractor may be declared in default and may be terminated by the City with seven (7) day notice for one of the following reasons;

- a. Failure of the Contractor to maintain satisfactory performance level;
- b. Failure of the Contractor to start work within the time stated in the notice to proceed;
- c. Failure of the Contractor to pay employees for work performed and materials and supplies used under this contract;
- d. Insolvency of Contractor.

Q. Penalties

Failure to work normal hours of operation does not constitute a waiver of the specifications or acceptance of the conditions or performance.

R. 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.

S. Re-Award

When the contract is terminated by the vendor upon thirty (30) days' notice as herein provided, the Owner, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer.

When a vendor is unable to supply goods and/or services to the Owner and is in breach of the contract, or when the contract is terminated by the Owner for cause as herein provided, the Owner reserves the right to re-award the contract to the next most responsible Proposer.

T. Miscellaneous

1. 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 Owner. 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.

2. 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.

3. Break/Storage Room: The City will provide an area for breaks and storage of the Contractor's supplies and equipment. The break/storage area shall be maintained by the Contractor in a clean, orderly and safe condition at all times.

4. 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 nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

5. 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.

6. Promotional Advertising / News Releases: Reference to or use of the Owner, 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 Owner. Release of broadcast e-mails pertaining to this procurement shall not be made without prior written authorization of the contracting agency.

7. 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.

8. Expansion clause: Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the vendor, as long as the price of such additional products is based on the same cost/profit formula as the listed item/service.

9. Ownership: All material produced as a result of this Contract shall be the exclusive property of the Owner. Additionally, the Owner 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.
10. Safety Requirements: The Contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act (OSHA) and all materials, equipment, and supplies provided to the Owner 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.
11. Warranty: Unless otherwise specifically stated by the Proposer, Contractor warrants that all services provided under this contract shall conform strictly to the specifications herein, and be furnished in a manner consistent with industry standards and the level of professional skill generally acceptable in the industry with regard to the service of this kinds.
12. Access and Review of Contractor's Facilities: The County 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.
13. 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 Owner in writing. Failure to notify the Owner of such a change in financial condition or change of ownership or control shall be sufficient grounds for Contract termination.
14. Facility Security: The Owner 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 Jail's security rules and procedures. The Owner reserves the right to search any person, property, or article entering its facilities.
15. 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.
16. Integration: This Contract, along with the City of Yakima's RFP 11517-P and the Contractor's response to the Request for Proposal ("RFP"), represents the entire understanding of the Owner 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.
17. Governing Law: This Contract shall be governed by and construed in accordance with the laws of the State of Washington.
18. Venue: The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Yakima County, Washington.

CITY OF YAKIMA

CONTRACTOR:

By _____
Tony O'Rourke, City Manager

By _____
Name, Title

Date: _____

Date: _____

ATTEST:

By _____
City Clerk

STATE OF _____)
) ss.
COUNTY OF _____)

ATTACHMENT A

Armed Security Guard Services - RFP 11517-P

COST PROPOSAL – PRICE FORM

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of which are contained herein, the Undersigned proposes to furnish the following, which meet these specifications:

Schedule A – REGULAR HOURS

Straight Time Bill Rate:

COST FOR ARMED SECURITY GUARD SERVICE
(HOURLY COST PER PERSON) *including any and all cost of providing these services, i.e. taxes, insurance, supplies and cost of preparing this proposal.*

\$ _____
Hourly

Wage Rate:

\$ _____
Hourly

Schedule B – BEFORE 7:45 A.M. OR AFTER 5:00 P.M.

Straight Time Bill Rate:

COST FOR ARMED SECURITY GUARD SERVICE
(HOURLY COST PER PERSON) *including any and all costs of providing these services, i.e. taxes, insurance, supplies and cost of preparing this proposal.*

\$ _____
Hourly

Wage Rate:

\$ _____
Hourly

OPTIONAL SERVICES

Please describe any optional services you might provide and cost for optional services i.e. Security Guard (unarmed) for events, unarmed building security, perimeter checks and vehicle patrols.

IX. 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, my result in disqualification of Proposal.**

PROPOSER INFORMATION

Proposer's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President
Name: _____

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

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

PROPOSER: _____

**PROPOSER
QUESTIONNAIRE**

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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: _____

**PROPOSER
QUESTIONNAIRE**

Page 4 of 4

BUSINESS INTEGRITY

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

Yes: _____ No: _____

Please explain

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

Yes: _____ No: _____

Please explain

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

Yes: _____ No: _____

Please explain

X. PROPOSER REFERENCES

PROPOSER: _____

1) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

2) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

3) Company Name _____

Address (include Zip + 4) _____

Contact Person _____ Phone No. _____

Describe experience with reference

XI. REQUIRED FORMS

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section III. Blank forms are attached.

Cover Letter (Page 2)
Proposer Information/Submittal
Cost Proposal and Attachment A
Vendor Questionnaire
Proposer's References