

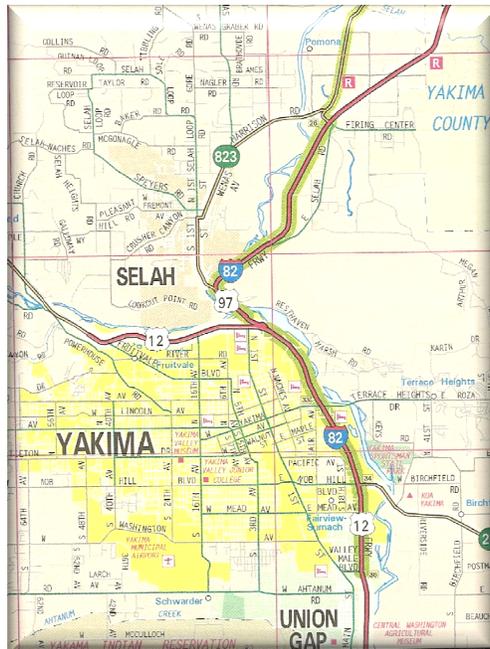
CITY OF YAKIMA

Managed Competition Request for Proposals No. 11231-P

To Provide

Fire Code Inspector Services

For Business Occupancies Located Within City Limits



November 16, 2012

Notice to Proposers
Managed Competition
Request for Proposals (RFP)
No. 11231-P

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of Yakima City Purchasing, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **3:00 PM, December 3, 2012**. At such time, all Respondents names will be publicly read and proposals received will be opened and accepted for consideration for:

Fire Code Inspector Services for
Business Occupancies within City Limits

Above per specifications.

Minority and Women owned businesses are encouraged to respond.

Under the authority of City of Yakima Resolution R-2012-122 and the provisions in the City of Yakima's Managed Competition Guide adopted on October 2, 2012, the City intends to seek a highly qualified Contractor (City employees or a private contractor) to provide fire code inspector services for business occupancies located within the city limits of Yakima, under the Managed Competition process.

Request for Proposal Packets are available in the office of the Purchasing Manager, City Hall, 129 N 2nd Street, Yakima, Washington, 98901. 509-575-6093. Packets are also available on the City's Purchasing Webpage at www.yakimawa.gov.

The City of Yakima reserves the right to reject any and all Proposals.

Dated this 16th day of November, 2012.

(Seal)

Maria Mayhue, CPPB
Purchasing Senior Buyer

Publish on:
November 16th and 17th

**CITY OF YAKIMA
REQUEST FOR PROPOSALS NO. 11231-P**

Managed Competition

**Fire Code Inspector Services for
Business Occupancies within City Limits**

I. OVERVIEW

Under the authority of City of Yakima Resolution R-2012-122 and the provisions in the City of Yakima's Managed Competition Guide adopted on October 2, 2012, the City intends to seek a highly qualified Contractor (City employees or a private contractor) to provide fire code inspector services for business occupancies located within the city limits of Yakima, under the Managed Competition process.

A. PURPOSE:

The selected primary Contractor shall provide services as specified in the RFP Scope of Work.

B. DEFINITIONS:

- a) City The City of Yakima, Washington and its departments.
- b) Proposer The person or firm submitting the proposal.
- c) Contractor The person or firm that is awarded the contract.
- d) RFP The Request for Proposals, including any amendments or other addenda hereto. In case of conflict between the RFP and exhibits, the RFP governs.
- e) Evaluation Committee The RFP Evaluation Committee will score all responsive Proposals based upon the predetermined scoring matrix included herein, conduct interviews and negotiations if required, and make a Recommendation of Award to the City Manager.
- f) Proposal The materials submitted by each Proposer in response to the RFP, including all attachments.

C. RFP ADMINISTRATION:

Upon release of this RFP, all proposer communication should be directed in writing to the RFP Coordinator listed below. Any oral communications with other City employees will be considered unofficial and non-binding on the City.

D. RFP COORDINATOR:

The RFP Coordinator is:

Maria Mayhue, Purchasing Senior Buyer
City of Yakima
129 No. 2nd Street
Yakima, WA 98901
Ph: 509-575-6094
Email: mmayhue@ci.yakima.wa.us

E. REVISIONS TO THE RFP:

In the event it becomes necessary to revise any part of this RFP, addenda will be provided to all who receive the RFP. All addenda will also be published on the City's Purchasing webpage at <http://www.yakimawa.gov/services/purchasing/openings/>.

F. EXCEPTIONS:

Specifications of the services proposed shall be equal to or better than the specifications stated herein and all exceptions to such specifications/Scope of Work shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Proposal submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful proposer.

G. PRELIMINARY RFP SCHEDULE: (may be revised as needed):

	Date
RFP Released	November 16, 2012
Proposal Packets due	December 3, 2012 at 3:00 P.M.
Evaluation/Interviews	December 6, 7, 2012
Faxing or mailing of letters to successful applicant	December 10, 2012
Award of Contract by City Council.....	December 18, 2012
Proposed Start Date	January 1, 2013

H. DEADLINE FOR DELIVERY OF PROPOSALS:

One (1) original Proposal with three (3) complete copies and one (1) complete copy on disc (CD), shall be submitted to and date stamped by the City Clerk's Office:

City of Yakima
Clerk's Office
129 No. 2nd St.
Yakima, WA 98901

Proposals must be received and stamped in by 3:00 p.m. on December 3, 2012, in a sealed package labeled *RFP No. 11231-P Fire Code Inspector Services*, with the date and time of proposal opening written on the face of it.

If you plan on attending the proposal opening, **DO NOT BRING YOUR PROPOSAL WITH YOU INTO THE OPENING ROOM.** It must be received and date stamped by the Clerk's Office. **FAXED OR E-MAILED PROPOSAL PACKETS WILL NOT BE ACCEPTED.**

PROPOSAL PACKETS RECEIVED AFTER 3:00 P.M. PST, December 3, 2012 WILL NOT BE ELIGIBLE FOR CONSIDERATION. THE DEADLINE WILL BE STRICTLY ADHERED TO. LATE PROPOSALS WILL NOT BE CONSIDERED.

Proposal Packets, which do not include all requested information and required documentation, may be considered non-responsive.

II. SCOPE OF WORK

A. PROJECT SCOPE:

The Contractor shall provide all associated costs, including but not limited to: all labor, equipment, tools, vehicles, fuel, facilities, utilities, uniforms, supplies, materials, permits, insurance, bonding, certification, training, supervision, and all other items incidental thereto, and perform all services necessary, in the prescribed manner and time, to provide full day-to-day administration, operations, management, and maintenance of the fire code inspector services contract in accordance with the terms and conditions of the Scope of Services described in this RFP and the attachments hereto.

The City of Yakima requires that businesses and places of public assembly be inspected annually for Fire and life safety deficiencies in accordance with the International Fire Code. There are approximately 4000 occupancies that require inspection each year. The inspection does not include confidence tests of alarm and extinguishment systems but does require proof that these tests have been done by the business owner when applicable. The inspections require onsite visits and visual inspection by the inspector. The inspectors will not have enforcement authority nor will they be expected to perform enforcement practices. When infractions are noted, the inspector will explain the infractions, give a compliance date notice and re-inspect the business for compliance. The City of Yakima uses a web based reporting service for inspection record keeping. The inspector will be responsible for entering all data from the inspection form into the reporting service data bank.

B. SCOPE OF SERVICES:

- a) At least 80% of all required inspections must be completed annually.
- b) All required inspections must be completed at least every two years.
- c) City of Yakima inspection forms must be filled out completely (see attached form), a copy provided to the occupant or property owner, and entered into the City of Yakima record management system. The International Fire Code manual will be used as reference.
- d) Violations are to be explained to the responsible party (owner or tenant) or an agent acting with the authority for the responsible party (for example, a store manager, a shop supervisor, etc.)
- e) Compliance dates (re-inspection dates) are to be set consistent with the severity of the hazard (not to exceed 15 working days.)
- f) Non-compliance of any violations after one re-inspection shall be forwarded to the Deputy Chief of Support Service with the Yakima fire Department for enforcement.
- g) During inspection duty, inspectors are to carry proper identification and be attired in appropriate company uniforms.

III. SPECIAL TERMS AND CONDITIONS:

A. CONFLICT OF INTEREST – SALES:

It has been determined that a significant conflict of interest will exist if the person/firm conducting the fire inspections on behalf of the City is also in the business of selling fire protection systems, products or services. Because of this, any person/firm awarded the City fire inspection contract will be prohibited from also selling fire protection systems, confidence testing services, etc., for the structures/occupancies subject to fire inspection on behalf of the City of Yakima.

B. INSPECTOR QUALIFICATIONS:

Any combination of education and experience equivalent to two years experience in building or fire code enforcement. Must possess a valid fire code certification from the International Fire Code Institute, International Conference of Building Officials (ICBO), or Western Fire Chief's Association.

C. UNUSUAL WORKING CONDITIONS:

Exposure to construction sites, hazardous materials, dirt, dust, fumes, weather extremes, insect bites/stings. May encounter angry people when doing inspections.

D. PHOTO IDENTIFICATION BADGE AND UNIFORM:

The Contractor shall provide any individual performing services under this Contract, a company photo identification badge and standard issue uniform, which must be worn at all times while on assignment on behalf of the City of Yakima. All field employees shall wear Washington Occupational Safety and Health Administration (OSHA) approved Personal Protective Equipment (PPE) where required.

E. STANDARDS OF CONDUCT:

The Contractor shall be responsible for maintaining satisfactory standards of employees' competence, conduct, courtesy, appearance, honesty, and integrity. It shall be responsible for taking such disciplinary action with respect to any of its employees as may be necessary. The following actions may require discipline:

- a) Neglect of duty
- b) Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions or fighting
- c) Theft, vandalism, immoral conduct or any other criminal action
- d) Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol, or illegal substances while on assignment
- e) Criminal convictions

The Contractor shall be responsible for working in harmony with all others involved with this Contract. Employees and agents of the Contractor shall, while on assignment on behalf of the City, comply with all City rules and regulations.

F. REMOVAL OF EMPLOYEES:

The City, through the Contract Administrator, may request the Contractor immediately remove from assignment to the City any employee found unfit to perform duties, at the discretion of the City, and the Contractor shall immediately comply with all such requests.

G. SUPERVISION:

The Contractor shall provide adequate and competent supervision for its employees, agents, and subcontractors at all times during the performance of the Contract. The Contractor or its designated representative shall be readily available to meet with the City personnel. The Contractor shall provide the telephone numbers and email addresses where its representative(s) can be reached.

H. CUSTOMER DISPUTES

The Contractor shall immediately address customer disputes of investigative findings.

The Contractor shall document all customer disputes of findings and their resolution in the City's computer system or other approved data collection system within two days of the incident. The Contractor shall report the number of incidents to the City on a monthly basis.

If a customer protests the Contractor's resolution and/or becomes uncooperative, the Contractor shall immediately contact the City's Enforcement Official for assistance.

I. PERFORMANCE EVALUATION MEETINGS:

The Contractor shall be readily available to meet with representatives of the City weekly during the first month of the Contract and as often as necessary thereafter for the purpose of evaluating the Contractor's performance on the Contract. A mutual effort will be made to resolve any and all performance problems identified at these meetings.

J. QUALITY ASSURANCE SURVEILLANCE PLAN:

The City will be responsible for developing the Quality Assurance Surveillance Plan (QASP). The QASP describes the process by which the City will monitor the Contractor and assess the Contractor's performance. The QASP details several methods for quality assurance as well as the frequency for conducting quality reviews

The Contractor shall cooperate with the City and all its QASP efforts. The City will review the QASP annually for continued appropriateness and will update the QASP as needed to reflect the best practices in quality assurance and current realities within the City.

K. PERSONNEL CERTIFICATION AND TRAINING:

The Contractor shall conduct, at its own expense, complete initial and ongoing, comprehensive training for all of its employees. Personnel training shall include, but not be limited to, initial safety training, personal protective equipment training, emergency response training, and hazardous materials training where applicable.

The Contractor shall train employees regarding the requirements of the Scope of Services and the Management and Operations Plan before commencing operations.

L. SAFETY POLICIES AND PROCEDURES:

The Contractor must have appropriate safety policies and procedures in place at all times to protect the public, its employees, City personnel, and all others.

M. BACKGROUND CHECKS:

All Contractor personnel shall pass a WATCH background check. Background checks will be conducted by the Contractor, at no cost to the City. Background checks from other sources are not acceptable.

Current City employees who have previously undergone a City background check shall not be required to be re-checked.

All Contractor and sub-contractor employees working on this Contract must be clear of any sexual and drug related convictions. All Contractor and sub-contractor employees shall be free from any felony convictions.

N. DRUG-FREE WORKPLACE:

- a) Drug-Free Workplace The Contractor agrees to comply with the City's Drug-Free Workplace requirements set forth in the City Substance Abuse Policy: PER 600 adopted by City of Yakima and incorporated into this Agreement by reference (*Attachment A*). The Contractor shall certify to the City that it will provide a drug-free workplace by submitting a Contractor Certification for a Drug-Free Workplace substantially in the form provided in *Attachment B*.
- b) Contractor's Notice to Employees The Contractor shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the workplace, and specifying the actions that will be taken against employees for violations of the prohibition.
- c) Drug-Free Awareness Program The Contractor shall establish a drug-free awareness program to inform employees about all of the following:
 - The dangers of drug abuse in the work place
 - The policy of maintaining a drug-free work place
 - Available drug counseling, rehabilitation and employee assistance programs
 - The penalties that may be imposed upon employees for drug abuse violations
- d) Posting the Statement In addition, the Contractor shall post the drug-free policy in a prominent place.
- e) Subcontractor's Agreements The Contractor further certifies that each contract for subcontractor services for this Agreement shall contain language that binds the subcontractor to comply with the provisions of this Section of this Agreement.

O. LICENSES AND PERMITS:

The Contractor shall, without additional expense to the City, be responsible for obtaining any necessary licenses, permits, certifications, accreditations, fees and approvals for complying with any federal, state, county, municipal, and other laws, codes, and regulations applicable to the performance of the Scope of Services or to the products provided under this Contract including, but not limited to, any laws or regulations requiring the use of licensed Contractors to perform parts of the work.

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

P. FIRST PREFERENCE IN HIRING:

If needed, the Contractor must give first preference in hiring to displaced City employees through recruiting, interviewing, and considering City employees for available positions provided that:

- a) A City employee meets the Contractor's minimum qualifications for the position;
- b) The particular circumstances of the service allow for it; and
- c) To the extent permitted by law.

Q. CONFIDENTIALITY OF SERVICES:

The Contractor, its employees, subcontractors, and their employees shall maintain the confidentiality of all information provided by the City or acquired by the Contractor in performance of this Contract, except upon the prior written consent of the City Attorney or an order entered by a court after having acquired jurisdiction over the City. Contractor shall immediately give to the City notice of any judicial proceeding seeking disclosure of such information. Contractor shall indemnify and hold harmless the City, its officials, agents or employees from all loss or expense, including, but not limited to settlements, judgments, setoffs, attorneys' fees and costs resulting from Contractor's breach of this provision.

R. OWNERSHIP OF ITEMS PRODUCED:

All writings, programs, data, public records or other materials prepared by the Contractor and/or its consultants or subcontractors, in connection to the performance of this Contract shall be the sole and absolute property of the City.

S. UNAUTHORIZED RELEASE OF IMAGES, DATA, DOCUMENTATION:

The unauthorized release of images, data, and documentation is strictly prohibited. All material provided by the City, as well as all material generated by the Contractor under the Contract, is for the sole use of the City or the Contractor's use in providing the Scope of Services to the City.

T. IT SECURITY:

Contractor shall not use City's computer system for any purposes other than the performance of the Scope of Services under this Contract.

Access to City computer systems is permitted for authorized users only. Unauthorized or inappropriate use is subject to City corrective actions which may include civil and criminal penalties under State, federal, or other applicable domestic or foreign laws. System users should have no expectation of privacy as to any information or files transmitted, received or stored on or through City computer systems. Use of the City's computer system may be monitored and recorded for operational, administrative or security reasons. Anyone accessing or using this system expressly consents to this monitoring and you are advised that if such monitoring reveals evidence of potential unlawful or criminal activity, such information may be provided to the appropriate law enforcement agency. Contractors, including their direct employees, partners, subcontractors, agents, representatives, and other staff, are responsible for protecting the City's computer systems and City data by following all applicable information security policies and procedures, and all Applicable Law. The City will provide Contractor sufficient advance notice of any specific information security requirements not included herein that may become effective or implemented in the future.

U. AVAILABILITY OF RECORDS AND RETENTION SCHEDULE:

- a) Maintenance of Records The Contractor shall prepare and maintain accurate, complete and timely accounting, statistical, financial, and other records related to the Scope of Services and the other obligations under this Agreement as are customary in the industry and as are necessary to fully and comprehensively develop the records, financial information, statistical information, data, reports, invoices, and statements required under this Contract and by Applicable Law, and shall keep such records for a minimum of six (6) years after termination or expiration of this Agreement.

- b) Federal, State and Local Reporting Compliance
The Contractor shall timely provide such financial and performance information as required by the City to comply with all federal, State, and local law reporting requirements.

V. NON-DISCRIMINATION:

During the performance of this Agreement, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, color, sex, religion, national origin, creed, age, 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 Agreement.

W. THE AMERICANS WITH DISABILITIES ACT:

With regard to the services to be performed pursuant to this Agreement, 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.

IV. GENERAL TERMS AND CONDITIONS:

A. TERM:

The period of this contract shall be for a period of one (1) year from its effective date. The City may, at its option, extend the contract on a year to year basis for up to four (4) additional one-year terms, provided, however, that either party may at any time during the life of this contract, or any extension thereof, terminate this contract by giving thirty (30) days notice in writing to the other party of its intention to cancel. Contract extensions shall be automatic, and shall go into effect without written confirmation, unless the City provides advance notice of the intention to not renew.

B. DELEGATION OF PROFESSIONAL SERVICES:

The services provided for herein shall be performed by the awarded Contractor, and no person other than regular associates or employees of the Contractor shall be engaged upon such work or services except upon written approval of the RFP Coordinator and/or City.

C. RELATIONSHIP BETWEEN CITY AND CONTRACTOR:

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

D. METHOD OF PAYMENT:

The Contractor shall be paid monthly in arrears for services performed under this Contract. The Contractor shall submit a monthly invoice no later than the 20th day of the month following the month in which the invoiced services were performed. The invoice shall state the number of inspections completed during the invoiced month. The amount of the invoice shall be for one-twelfth of the annual Contract Amount for the current Contract year.

E. CONTRACT CHANGES:

The Contract Administrator for the Scope of Services under the Contract is the City of Yakima Fire Chief or designee. The Contract Administrator will provide daily oversight of this Contract to ensure compliance. The City Manager shall be responsible for all contractual matters and is the only individual authorized to make changes of any kind to the Contract. The Contractor shall not rely upon any oral change from anyone, or a written request for change from someone else other than the City Manager. All changes must be in writing, and duly signed by the City Manager.

F. NOTICE TO CURE DEFAULT:

The City will issue a written notice to cure the default to the Contractor. The Contractor shall commence satisfactory corrective action within 24 hours after receipt of the notice. If the default is not cured within 24 hours after receipt of written notice from the City, the City will consider the Contractor in default; provided that, if the nature of the default is such that it will reasonably take more than 24 hours to cure, the City will not consider the Contractor in default so long as the Contractor promptly commences the cure and diligently continues satisfactory and timely completion of the cure but, if the Contractor fails to promptly commence or diligently continue satisfactory and timely completion of the cure, the Contractor will be in default; further provided that neither notice nor an opportunity to cure applies to events determined, in the City's sole opinion, to endanger the public health, safety or welfare.

G. TERMINATION FOR DEFAULT:

If the Contractor defaults by failing to perform any of the obligations of the Contract or becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency or makes an assignment for the benefit of creditors, the City may, by depositing written notice to the Contractor in the U.S. mail, postage prepaid, terminate the Contract, and at the City's option, obtain performance of the work elsewhere. If the Contract is terminated for default, the Contractor shall not be entitled to receive any further payments under the Contract until all work called for has been fully performed. Any extra cost or damage to the City resulting from such default(s) shall be deducted from any money due or coming due to the Contractor. The Contractor shall bear any extra expenses incurred by the City in completing the work, including all increased costs for completing the work, and all damage sustained, or which may be sustained by the City by reason of such default.

If a notice of termination for default has been issued and it is later determined for any reason that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to the Termination for Public Convenience paragraph hereof.

H. TERMINATION FOR PUBLIC CONVENIENCE:

The City may terminate the Contract in whole or in part whenever the City determines, in its sole discretion that such termination is in the interests of the City. Whenever the Contract is terminated in accordance with this paragraph, the Contractor shall be entitled to payment for actual work performed at unit Contract prices for completed items of work. An equitable adjustment in the Contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work. Termination of this Contract by the City at any time during the term, whether for default or convenience, shall not constitute a breach of Contract by the City.

I. AVAILABILITY OF FUNDS:

Multi-year Contracts are subject to annual appropriation of funds by the City Council. The Contractor understands and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation. In the event sufficient funds are not duly appropriated and authorized for a subsequent fiscal year, the Contract may be terminated at the end of the then current fiscal year. The City is not obligated to pay the Contractor for any amounts not duly appropriated and authorized by the City Council. In the event of termination or reduction of services, the Contractor shall be compensated in accordance with auditable costs for services provided prior to notification of termination.

J. VENUE:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the City of Yakima. This Agreement shall be governed by the laws of the State of Washington.

K. HOLD HARMLESS:

The Contractor shall, and hereby agrees to, release, save, otherwise hold harmless and indemnify the City of Yakima from claims, demands, damages, actions, causes of actions or other liability, injury, or harm caused by act or omissions, foreseen or unforeseen, negligent or otherwise, that would otherwise befall said City arising out of the Contractor's implementation of the terms of this contract.

section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City/County 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.

- e) 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 City, its officers, officials, employees, and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

M. PROFESSIONAL LIABILITY INSURANCE:

Defense & Indemnity Agreement: The Contractor agrees to defend, indemnify and save harmless the City of Yakima, its appointed and elective officers and employees, from and against all loss or expense, including but not limited to judgments, settlements, attorney's fees and costs by reason of any and all claims and demands upon the City of Yakima, its elected or appointed officials or employees for damages, whether such damage is due to the negligence, or errors or omissions of the Contractor, his/her subcontractors, its successor or assigns, or its or their agent, servants, or employees, It is further provided that no liability shall attach to the City of Yakima by reason of entering into this Contract, except as expressly provided herein.

Professional Liability: The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions. Such policy must provide the following minimum limits:

\$1,000,000 per Claim

If insurance is on a claims-made form, its retroactive date, and that of all subsequent renewals, shall be no later than the effective date of this Contract.

Errors and Omissions (E&O) insurance is also acceptable, with the same limits of coverage.

V. ADDITIONAL PROVISIONS AND INFORMATION:

A. RESERVATION:

The City reserves the right to award the contract to the applicant that it deems to offer the best overall qualifications/proposal in its sole discretion. The City reserves the right to revise the RFP schedule, to revise the RFP and/or to issue amendments to the RFP. The City also reserves the right to cancel or to reissue the RFP in whole or in part prior to the execution of a contract. The City also reserves the right to refrain from contracting with any and all proposers. The release of the RFP does not compel the City to enter into any contract pursuant to the RFP.

The City reserves the right to correct obvious ambiguities and errors in the Proposer's proposal packet and to waive non-material irregularities and/or omissions.

B. WITHDRAWAL/SUPPLEMENT OF PROPOSALS:

Applicants may withdraw or supplement their responses at any time prior to the response closing date and time. To accomplish this, a written request signed by an authorized representative of the proposer must be submitted to the RFP Coordinator.

C. APPLICANT'S COST TO DEVELOP PROPOSAL:

Costs for developing proposal packets in response to the RFP are entirely the obligation of the Proposer and shall not be chargeable in any manner to the City.

D. PROPOSER QUESTIONS:

Any Proposer contemplating submitting an RFP who is uncertain as to the intended meaning of any part of the RFP or other contract documents, or who finds discrepancies in or omissions from the RFP may request interpretation, clarification, or correction of this RFP. Such request must be in writing and must be delivered to the RFP Coordinator by mail, e-mail, or hand delivery not later than five (5) calendar days before the deadline for delivery of RFP. The person submitting the request is responsible for its timely delivery. Any interpretation or correction of the RFP will be made only by written addendum and will be mailed or delivered to each person receiving this RFP, in addition to being posted on the City Purchasing webpage. Any information given to any applicant concerning the solicitation or any changes to the RFP shall be provided in writing to all applicants to ensure that all applicants receive the same information relating to the RFP. The City will not be responsible for any other interpretation, clarification, or correction of this RFP. Proposers must acknowledge receipt of any addenda received in their response by either stating they received the addenda, or returning said addenda with their response.

Each applicant should verify that it has received all addenda to this RFP by direct inquiry to the City Contact Person before submitting proposals.

E. CLARIFICATION OF RESPONSES:

As part of the evaluation process, and at the discretion of the RFP Coordinator, proposers may be asked to clarify specific points in their respective responses. The RFP Coordinator reserves the right to request short-listed Proposers to provide additional presentations to the Evaluation Committee.

Whether there will be presentations and who will be invited to make a presentation to the Evaluation Committee will be at the sole discretion of the City.

F. PROPRIETARY MATERIAL SUBMITTED:

Any information contained in the RFP submitted that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a Proposer's submittal, the City of Yakima will comply according to the Open Public Records Act, Chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected proposer has been given an opportunity to seek a court injunction against the requested disclosure.

G. PUBLIC DISCLOSURE:

Proposals shall become the property of the City. All proposals shall be deemed a public record as defined in RCW 42.56 "Public Records." Any proposal containing language which copyrights the proposal, declares the entire proposal to be confidential, declares that the document is the exclusive property of the Proposer, or is any way contrary to state public disclosure laws or this RFP will be declared non responsive and removed from consideration. Any information in the proposal that the successful Proposer desires to claim as proprietary and exempt from disclosure under the provisions of RCW 42.56 must be clearly designated as described in Section Proprietary Information. The particular exception from disclosure upon which the Proposer is making the claim and the RFP page it is found on must be identified. RFP's will not be disclosed prior to release to potential respondents. With the exception of lists of prospective Proposers, the City will not disclose RFP records until execution of the contract(s). At that time, all information about the competitive procurement will be available with the exception of: Proprietary/confidential portion(s) of the successful proposal(s), until the Proposer has an adequate opportunity to seek a court order preventing disclosure. The City will consider a Proposer's request for exemption from disclosure; however, the City will make a decision predicated upon RCW 42.56.

H. PROTEST PROCEDURE:

Any protest must be made in writing, signed by the protestor, and state that the Applicant is submitting a formal protest. The protest shall be filed with the City of Yakima's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, faxed to 509-576-6394 or emailed to sownby@ci.yakima.wa.us. 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 before award shall be filed five (5) days before the solicitation due date, and protests after the award shall be filed five (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Applicant:

Step I: Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the City Purchasing Manager shall issue a decision. This decision shall be delivered in writing to the protesting Applicant.

Step II: If unresolved, within three (3) business days after receipt, 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, the protest may be appealed to the City Manager (or his designee). The City Manager shall make a determination in writing to the Applicant.

Grounds for Protest

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

A matter of bias, discrimination, conflict of interest;

Solicitation unduly constrains competition or contains inadequate or improper criteria;

Errors in computing score;

Non-compliance with procedures described in the solicitation or City Policy.

Protest Determination

Each review and determination of the protest shall issue a decision that either:

Finds the protest lacking in merit and upholds the award; or

Finds only technical or harmless errors in the acquisition process and determines the City to be in substantial compliance and therefore reject the protest; or

Finds merit in the protest and provides options for correction, including, but not limited to, correcting the errors and re-evaluating the bids, reissuing the bid to begin a new process, or entering in to a contract that remedies the protest finding; or

Makes other findings and determines other courses of action as appropriate.

Timeframe

Only protests and complaints received within the required timeframe for protest action are accepted for consideration.

Award Announcement

Purchasing shall announce the successful proposer via City Website, e-mail, fax, regular mail, or by any other appropriate means. Once the announcement is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the Applicant received the information, but rather when the announcement is issued by Purchasing. Though every effort will be made by Purchasing to distribute the announcement to the interested Applicants, Purchasing is not responsible to assure that Applicants receive the announcement. It is the responsibility of the Applicants to obtain the announcement from Purchasing.

Award Regardless of Protest

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

The supplies or services to be contracted for are urgently required;

Delivery or performance will be unduly delayed by failure to make award promptly;

A prompt award will otherwise be advantageous to the City.

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

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

VI. ANALYSIS BY EVALUATION COMMITTEE:

All Proposal Packets will be screened to determine whether the minimum requirements of the RFP are met. The Evaluation Committee will then evaluate those proposals, which meet the minimum RFP requirements. Each responsive proposal will be rated on a point system with the top-scoring Proposer selected to enter into a contract for services.

A. PROPOSAL EVALUATION CRITERIA:

The following are the criteria, which will be used in the selection of applicants. A maximum score of 100 points will be used by each evaluator to score applicants. Each of the following elements shall have the stated maximum point value:

		<u>Points</u>
(1)	Capabilities: insurance and bonding requirements, performance bond, sufficient staff levels, management and operations plans & quality control procedures, no litigation or judgments, etc.	20
(2)	Relevant Experience/Key Personnel Experience & Training: certifications, years providing this service, defaults on past contracts, references	20
(4)	Lump Sum Annual Cost to City	60
	TOTAL	100

B. POST EVALUATION EVENTS AND AWARD:

The RFP Coordinator will mail or e-mail written notices to all Proposers who submitted packets, informing them of their status.

The successful Proposer will be offered the opportunity to enter into an Agreement with the City of Yakima to provide services. A sample Agreement is attached at the end of this RFP document (Attachment A). The City reserves the right to negotiate any element of this RFP and resulting Agreement, if it is determined to be in the best interest of the City. If an Agreement cannot be reached, the City reserves the right to enter into an Agreement with the next highest ranked Proposer.

VII. PROPOSAL DOCUMENTS AND SUBMITTALS:

Proposal Requirements: The submitted Proposal should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFP. **After review of the specifications contained herein, Proposers must follow the Proposal format below and include the following submittals in their Proposal Packet:**

- Annual Price Schedule (page 21)
- Signature Sheet (page 23)
- E-verify Declaration (page 24)
- Experience and Qualifications:
 - Explain the qualifications your firm has to complete the Scope of Services.
 - Describe your firm's experience in planning and coordinating similar efforts.
 - Key Personnel: Explain the qualifications that the Inspectors who will be assigned to this project have and include résumés with biography. Attach copies of certifications.
 - Except as formally approved by the City, the key personnel identified in the Contractor's Proposal shall be the individuals who will actually oversee performance of the Contract, at the proposed level of effort. During the Contract term, changes in key personnel staffing must be proposed in writing to, and be approved in advance by, the City.
- Subcontractor Duties:
 - If a subcontractor(s) will be used to assist the Proposer in performance of the Scope of Work, the Proposer shall provide, with their proposal packet, a list of duties that the Proposer intends to hire out. It is understood, that if a subcontractor is used, the subcontractor shall be hired by the awarded Contractor and shall not be considered an employee of the City.
- Company Overview and History:
 - Provide a company overview and history
 - Confirm that your company maintains an adequate level of liability insurance consistent with the thresholds and requirements contained herein
 - Provide a financial report to confirm your company has adequate financial resources to provide the requested services. As part of this, any prior financial defaults or bankruptcies must be disclosed
 - Disclose any pending litigation or judgments against your company
- Management and Operations Plan:
 - Describe your work plan for providing the required services
 - Describe your employee training and certification programs
 - Describe your employee safety training program and attach company policies and procedures if available
 - Attach signed Contractor Certification for a Drug-Free Workplace (*Attachment B*)
 - Attach a copy of your Company's equal employment opportunity policy and confirm that your company will comply with all applicable employment and labor laws
 - Provide detailed information on how the various types of customer disputes of investigative findings will be resolved.

- **Health Care Benefits:**

Proposers shall provide information regarding health care benefits they may or may not provide. Information will include the following:

- Whether a health care benefit is provided;
- If health care benefits are provided, what percentage is employee contributed;
- What percentage is contributed by the Proposer; and
- What percentage is the Proposer's health benefit contribution of Contractor's total salary and benefits?

- **Transition and Implementation Plan:**

- Each Proposer shall provide a detailed Transition and Implementation Plan describing Proposer's approach and timeline for fully implementing their proposed organization and equipment to meet the requirements in the Scope of Services. Transition and Implementation Plan shall include strategies for: recruiting and training personnel, procuring equipment, purchasing supplies and materials, developing standard operating procedures, and assuming the full responsibility of the Contract while minimizing service disruptions.

- **Quality Control Plan:**

- Each Proposer shall submit a Quality Control Plan (QCP) that will define how they will conduct quality control internally based on the Scope of Services and performance standards required under the Contract. The QCP must be reviewed and pre-approved by the City. The City reserves the right to require changes to the QCP. The Contractor shall comply with the City-approved QCP and shall provide the City with access to all necessary documentation in order to audit any aspect of the QCP within ten (10) days of the City's request and at a location within the County of Yakima. The Contractor shall also provide the City with any information it needs in preparing its Quality Assurance Surveillance Plan, described on page seven (7).

- **References:**

- The Proposer will provide references from three customers for which they are successfully providing services of similar scope and size. References shall include the name of the firm or entity, contact person and title, address, telephone number and e-mail address, and a brief description of service provided. The Proposer shall grant permission to the City to contact the references. The City may evaluate references at the City's discretion.

- **Additional Services:**

- Any additional services or procedures of benefit to the City not specifically required in the RFP, but which the Proposer offers to provide, may be outlined on a separate sheet of paper and included with the proposal form.

**ANNUAL PRICE SCHEDULE
RFP 11231-P**

If a Proposer anticipates costs will increase or decrease during the Contract Term, those expectations should be built into the prices proposed below for the appropriate Contract year. **No additional escalation factor will be allowed.** Proposers may increase or decrease out year prices bid in the Price Schedule to reflect anticipated cost increases or decreases, which will be included in the Contract Amount.

Proposers should provide attached worksheets, which include a breakdown of labor, equipment, facilities, fuel, materials, tools, supplies, utilities, and any other costs used in determining their pricing, as appropriate. Blanks on the Price Schedule page(s) will be interpreted as zero (0) and no price will be allowed.

The undersigned hereby certifies that the attached Request for Proposals specifications have been carefully read for the City of Yakima Fire Code Inspection Services and submits for your consideration the following pricing proposal and required documentation:

Fire Code Inspection Services for an estimated 4,000 (plus or minus) business occupancies as outlined in this RFP.

	<u>Service Year 2013</u>	<u>Service Year 2014</u>
Lump Sum:	\$ _____	\$ _____
Sales Tax @ 8.2%	\$ _____	\$ _____
TOTAL PROPOSAL	\$ _____	\$ _____

	<u>Service Year 2015</u>	<u>Service Year 2016</u>
Lump Sum:	\$ _____	\$ _____
Sales Tax @ 8.2%	\$ _____	\$ _____
TOTAL PROPOSAL	\$ _____	\$ _____

	<u>Service Year 2017</u>
Lump Sum:	\$ _____
Sales Tax @ 8.2%	\$ _____
TOTAL PROPOSAL	\$ _____

NON-COLLUSION DECLARATION

I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:

1. That the undersigned person(s), firm, association or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.

2. That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.

**SIGNATURE SHEET
RFP No. 11231-P**

The proposer is hereby advised that by signing this signature sheet he/she is deemed to have acknowledged all requirements contained herein, including the delivery schedule requirements.

PROMPT PAYMENT DISCOUNT TERMS OFFERED _____% _____

****Receipt is hereby acknowledged of addendum(s) No. (s) _____, _____ & _____.**

SIGNATURE OF AUTHORIZED OFFICIAL(S)

Firm Name

Address

Sign Name

Print Name

Date Signed

Phone Number

Fax Number

E-Mail Address

City of Yakima Business License #

UBI #

DUNS#

PROPOSAL MUST BE SIGNED 



Compliance with Immigration and Naturalization Act

(Form to be turned in with Proposal Packet)

The City of Yakima supports the Federal Immigration, Reform and Control Act of 1986, as amended. The City requires that all contractors or business entities that contract with the City for the award of any City contract for public works in excess of Five Thousand Dollars (\$5,000), or any other city contract in excess of Two Thousand Five Hundred Dollars (\$2,500), enroll in the E-Verify program or its successor, and thereafter to verify its employees' proof of citizenship and authorization to work in the United States.

E-Verify will be used for newly hired employees during the term of the contract ONLY: it is NOT to be used for existing employees.

The Contractor must remain enrolled in the program for the duration of the contract and be responsible for verification of every applicable subcontractor. The contractor shall sign and return with their bid response the E-Verify Declaration below. Failure to do so may be cause for rejection of bid.

E-VERIFY COMPLIANCE DECLARATION

The undersigned declares, under penalty of perjury under the laws of Washington State that:

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
2. I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.
3. I certify that I am duly authorized to sign this declaration on behalf of my company.
4. I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name: _____

Dated this _____ day of _____, 20____.

Signature: _____

Printed Name: _____

Address: _____

Phone #: _____ Email Address: _____

ATTACHMENT A – CITY OF YAKIMA SUBSTANCE ABUSE POLICY- PER 600

ATTACHMENT B - CONTRACTOR CERTIFICATION FOR A DRUG-FREE WORKPLACE

ATTACHMENT C – INSPECTION FORM

ATTACHMENT D – SAMPLE AGREEMENT

ATTACHMENT E – PARTS I & II - SAMPLE CERTIFICATES OF INSURANCE

ATTACHMENT F – OCCUPANCY REGISTER 11/08/2012