**City of Yakima**

**Request for Qualifications (RFQ) No. 11822Q to**

**Hire Contractor(s) to coordinate Gang Prevention Pilot Grant Program: “Reducing Gang Violence in Yakima –**

**Now is the Time”**

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| **The opportunity** |

Beginning in July 2018, supported by a one-time, one-year budget proviso, the City of Yakima will be developing a framework for an on-going effort to reduce gang violence in our community. The funding will enable the **City to bring on one or more contractors to coordinate a comprehensive partnership of community, public, private and faith based organizations. Specifically, efforts will target youth and their families. We also may work with a number of incarcerated youth.**

**The selected contractor(s) will support a network/coalition of organizations from criminal justice, case management, youth development, faith, mental health, public health, and others. Primary goals of this effort will include convening and coordinating the efforts of partners and enhancing the capacity of these partners to serve our community. In addition, a key focus of this contract will be to identify and apply for on-going additional funding to continue the effort.**

**The ideal Contractor(s) for this program will have a history of:**

* **Proven fund development expertise**
* **Capacity Building and evaluation**
* **Program design and coordination**
* **Delivery of youth development services and activities**
* **Deep community roots in Yakima**

**The ideal Contractor(s) will work behind the scenes, ensuring the network of providers increase their capacity to provide more and better services and that best practices can be brought up to scale. The ideal Contractor(s) will aggressively pursue funding to directly support the providers.**

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| **pre-proposal meeting** |

An informal pre-bid meeting will be held Yakima City Hall, 129 No. 2nd Street, Yakima, WA 98901 on August 16, 2018 at 10:00 a.m., in the City Managers Conference Room (Check in at the Clerk’s Counter). The meeting is not mandatory; however, bidders are strongly urged to attend. This will be your opportunity to go through the RFQ packet and ask questions.

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| **PURPOSE** |

To coordinate efforts, support providers, develop organizational capacity of partners and increase capital for partners.

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| **REQUIRED SKILLS** |

Youth development, fund development, program design, provision of technical assistance and grant administration. The ability to speak and conduct business in Spanish is highly desired. This solicitation recognizes that there may be multiple contracts.

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| **COMPENSATION** |

**The successful Contractor(s) will be offered the opportunity to enter into an Agreement (see ATTACHMENT A) with the City to provide services. Hourly rate will depend on qualifications.**

**The Contractor(s) selected for this effort will need to meet insurance requirements for professional services required by the City of Yakima (see ATTACHMENT B).**

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| **scope of work** |

**The Scope of Work includes, but is not limited to, the following tasks:**

# **Coordination**

Serve as connector between community and faith based partners so that target population accesses services and activities already provided by these partners. Ensure that all MOU’s, workplans, communication protocols and policies are in place to provide seamless services to target populations.

# **Fund Raising/Grant Applications**

A major component of this work will be to identify ongoing major funding streams to support the continuation of these efforts.

# **Support**

Assist partners with program design, communication, policy development, evaluation and documentation support to collect successes and challenges.

# **Capacity Building**

Convene and coordinate technical assistance providers (evaluation, policy, media, program development) to improve capacity of partners and scale up programs.

# **Work Location**

Contractor(s) is expected to have a Yakima office. Preference will be given to Contractor(s) with roots and history that reflect the target population of this effort and bilingual (Spanish) abilities are desirable. Assistant City Manager Ana Cortez will oversee this contract.

The project’s final scope will be completed during contract negotiations with the selected contractor.

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| **qualification packet/propopsal documents** |

Qualification Requirements:

Qualifications shall be in the form of a letter. The letter must be signed by an authorized agent. The submitted Qualifications should be prepared simply, providing a straightforward, concise delineation of the approach and capabilities necessary to satisfy the requirements of the RFQ. Applicants should demonstrate the following capacities:

Experience:

1. Explain the qualifications of the people/persons who will be assigned to this project, and include a copy of ALL key person(s) resumes.
2. Explain the qualifications your firm has to complete all aspects of the project, as listed in this RFQ.
3. Describe your experience in planning and coordinating similar efforts.
4. Describe your hourly fee and include a fee schedule.

References:

List five professional references (with email addresses and phone numbers) who are able to provide information regarding your ability to perform the services described herein.

Insurance:

Include proof of the ability to obtain the required insurance, should your firm be awarded a contract. This can be accomplished by **including in your response,** a letter from your insurance company assuring that you can obtain a proper certificate of insurance per the limits listed in ATTACHMENT B.

Other Information:

Per Washington State Public Disclosure Act (RCW 42.56 et seq.), 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.

Retention of Rights: The Owner retains the right to accept or reject any or all responses if deemed to be in its best interests.

Costs for developing responses: All costs for developing proposals in response to this RFQ are the obligation of the Contractor and are not chargeable to the City of Yakima. All responses and accompanying material will become the property of the City and will not be returned.

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| **Tentative Schedule** |

Schedule can be changed at any time by the City.

**Preliminary RFQ Schedule**

Request for Qualifications Released August 6, 2018

Pre-Proposal Conference August 16, 2018 at 10:00 AM

Qualification Packets Due – Close date August 30, 2018 at 5:00 PM

Interviews, if warranted Week of September 10th

Contractor Selection and Negotiation Week of September 17th

City Council Contract Approval By the end of September

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| **ConTRACTOR Selection** |

Following review of the Statements of Qualifications by the City Selection Committee, one or more firms may be selected to participate in an interview to provide the opportunity for more detailed presentation of their proposal. The city reserves the right to negotiate elements of the RFQ and Agreement. If an agreement cannot be reached, the City reserves the right to negotiate with the next highest ranked proposer.

Proposals will be evaluated by the City Selection Committee, based on the following criteria:

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|  | **Qualification and Experience** | **Points** |
| 1 | Submitted Qualifications | 25 |
| 2 | Key Personnel Experience - Combination of team members that meet the interdisciplinary needs of the project  | 30 |
| 3 | Relevant Project Experience - Demonstration of Contractor’s relevant experience with projects of similar scope and size | 25 |
| 5 | References- Provide contact information of 5 persons related to previous projects of a similar nature available to describe their experiences with your firm. | 20 |
|   | TOTAL | 100 |

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| **contact:** |

Should you have questions, please contact Sue Ownby, Purchasing Manager. Email preferred sue.ownby@yakimawa.gov t509-576-6695

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| **SUBMITTAL INSTRUCTIONS** |

DUE DATE IS 5:00 PM, August 30, 2018. Interested firms are to provide eight (8) paper copies and one digital copy (CD or flashdrive) of the proposal to the address listed below. Seal your proposal in an envelope or box and write “RFQ 11822Q- Gang Prevention Pilot Program” on the outside of it. Proposals received after the due date will not be accepted.

Mail to:

City of Yakima Clerks Office

129 No. 2nd Street

Yakima, WA 98901

ATTACHMENT A 

**PROFESSIONAL SERVICES AGREEMENT**

**FOR Gang Prevention Pilot Grant Program: “Reducing Gang Violence in Yakima –**

**Now is the Time” SERVICES**

**THIS PROFESSIONAL SERVICES AGREEMENT**, entered into this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 201\_, between the City of Yakima, a Washington municipal corporation (“City”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Contractor”).

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

1. **Statement of Work**

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

1. **Compensation**

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

1. **Contract Term**

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

1. **Changes**

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

1. **Agency Relationship between City and Contractor**

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

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

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

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

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

1. **Guarantee**

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

1. **Compliance with Law**

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

1. Procurement of a City Business License. Contractor must procure a City of Yakima Business License and pay all charges, fees, and taxes associated with said license.
2. Contractor must provide proof of a valid Washington department of Revenue state excise tax registration number, as required in Title 85 RCW.
3. Contractor must provide proof of a valid Washington Unified Business Identification (UBI) number. Contractor must have a current UBI number and not be disqualified from bidding on any public works contract under RCW 39.06.101 or 36.12.065(3).
4. Contractor must provide proof of a valid Washington Employment Security Department number as required by Title 50 RCW.
5. Foreign (Non-Washington) Corporations: Although the City does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in the City of Yakima, at their own expense, without regard to whether such corporation is actually awarded the contract, and in the event that the award is made, prior to conducting any business in the City.
6. **Nondiscrimination Provision**

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

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

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

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

1. **Pay Transparency Nondiscrimination Provision:**

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

1. **Indemnification and Hold Harmless**
2. Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. Contractor agrees to defend, indemnify and hold harmless the City, its elected and appointed officials, officers, employees, attorneys, agents, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable costs and attorney fees) which result or arise out of the sole negligent acts or omissions of Contractor, its officials, officers, employees or agents.
3. If any suit, judgment, action, claim or demand arises out of, or occurs in conjunction with, the negligent acts and/or omissions of both the Contractor and the City, or their elected or appointed officials, officers, employees, agents, attorneys or volunteers, pursuant to this Contract, each party shall be liable for its proportionate share of negligence for any resulting suit, judgment, action, claim, demand, damages or costs and expenses, including reasonable attorneys’ fees.
4. Contractor’s Waiver of Employer’s Immunity under Title 51 RCW. If any design or engineering work is done pursuant to this Contract, Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in Section A shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington’s Industrial Insurance Act.  Accordingly, to the extent necessary to fully satisfy the Contractor’s indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against the City and its elected and appointed officials, officers, employees, attorneys, agents, and volunteers.  The parties have mutually negotiated this waiver.  Contractor shall similarly require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, shall comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The provisions of this section shall survive the expiration or termination of this Agreement.
5. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.
6. The terms of this section shall survive any expiration or termination of this Contract.
7. **Contractor’s Liability Insurance**

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

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

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

The following insurance is required:

1. **Commercial Liability Insurance**

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

1. **Automobile Liability Insurance**

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

1. **Employer’s Liability (Stop Gap)**

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

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

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

Should a court of competent jurisdiction determine that this Contract is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and the City, its officers, elected and appointed officials, employees, agents, attorneys and volunteers, Contractor’s liability hereunder shall be limited to the extent of the Contractor’s negligence.

1. **Severability**

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

1. **Contract Documents**

This Contract, the Request for Qualifications No. 11822P Scope of Work, conditions, addenda, and modifications and Contractor’s proposal (to the extent consistent with Yakima City documents) constitute the Contract Documents and are complementary. Specific Federal and State laws and the terms of this Contract, in that order respectively, supersede other inconsistent provisions. These Contract Documents are on file in the Office of the Purchasing Manager, 129 No. 2nd St., Yakima, WA, 98901, and are hereby incorporated by reference into this Contract.

1. **Termination**

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

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

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

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

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

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

1. Breaches or defaults an obligation under the Contract;
2. Fails to perform any material obligation required under the Contract;
3. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
4. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;
5. Makes an assignment for the benefit of creditors;
6. Fails to follow the sales and use tax certification requirements of the State of Washington
7. Incurs a delinquent Washington tax liability;
8. Becomes a State or Federally debarred Contractor;
9. Is excluded from federal procurement and non-procurement Contracts;
10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;
11. Fails to maintain the confidentiality of the City information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or
12. Contractor performance threatens the health or safety of a City, County or municipal employee
13. Change in Funding: If the funds upon which the City relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the City may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.
14. **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.

1. **Re-Award**

When the contract is terminated by the Contractor upon 30 days written notice as herein provided, the City, pursuant to City ordinance, may re-award the contract to the next most responsible Proposer.

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

1. **Substitution**

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

1. **Contractor Shall Furnish**

Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in 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).”

1. **Complementary Provisions**

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

1. **Invoices**

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

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

 City of Yakima Accounts Payable

 129 No. 2nd Street

 Yakima, WA 98901

1. **Credit Card Acceptance**

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

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.

1. **Delegation of Professional Services**

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

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

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

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

1. **Licenses**

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

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

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

1. **Removal of Subcontractor**

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

1. **Taxes and Assessments**

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

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

1. **Contractor Tax Delinquency**

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

1. **Inspection: Examination of Records**

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

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

1. **Recordkeeping and Record Retention**

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

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

1. **Confidential, Proprietary and Personally Identifiable Information**

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

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

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

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

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

1. **Price Increases**

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

Price increases for any other justifiable reason will be considered on a case-by-case basis.  Price increase requests will not be considered or granted until any outstanding required financial reports have been submitted to the City.

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

1. **Suspension of Work**

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

1. **Provision of Services**

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

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

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

1. **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.

1. **Material Safety Data Sheet**

If any item(s) on an order(s) resulting from this award(s) is a hazardous chemi­cal, as defined under 29CFR 1910.1200, provide one (1) copy of a Material Safety Data Sheet for each item with the shipped container(s) and one (1) copy with the invoice(s).

1. **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.

1. **Promotional Advertising / News Releases**

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

1. **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.

1. **Expansion clause**

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

1. **Patent Infringement**

The contractor selling to the City the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the City (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recov­erable in any such suit.

1. **Ownership**

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

1. **Safety Requirements**

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

1. **Warranty**

Unless otherwise specifically stated by the Proposer, Contractor warrants that all goods and services furnished under this contract are warranted against defects by the Proposer for one (1) year from date of receipt, are new, conform strictly to the specifications herein, are merchantable, good workmanship, free from defect, are fit for the intended purpose of which such goods and services are ordinarily employed and if a particular purpose is stated in a Special Condition, the goods are then warranted as for that particular purpose. Contractor further warrants that no violation of any federal, state or local law, statute, rule, regulation, ordinance or order will result from the manufacturer, production, sale, shipment, installation or use of any other goods. Contractor’s warranties (and any more favorable warranties, service policies, or similar undertaking of Contractor) shall survive delivery, inspection, and acceptance of the goods or services.

1. **Access and Review of Contractor’s Facilities**

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

1. **Notice of Change in Financial Condition**

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

1. **Facility Security**

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

1. **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.

1. **Integration**

This Contract, along with the City of Yakima’s RFQ 11822Q and the Contractor’s response to the Request for Qualifications (“RFQ”), represents the entire understanding of the City and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

1. **Force Majeure**

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

1. **Governing Law**

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

1. **Venue**

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

1. **Authority**

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

1. **Change or Notice**

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

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

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

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

TO CITY: AND ALSO TO: TO CONTRACTOR:

Ana Cortez Sue Ownby

Assistant City Manager Purchasing Manager

 City of Yakima 129 North 2nd street Yakima, WA 98901

1. **Survival**

The foregoing sections of this Contract, 2-58 inclusive, shall survive the expiration or termination of this Contract in accordance with their terms.

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

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| --- | --- |
| **CITY OF YAKIMA**  | **(ENTER CONTRACTOR NAME).** |
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| Cliff Moore, City Manager |  |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| **Attest:** | (Print name) |
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| **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  |
| City Clerk |  |

 **EXHIBIT A**

**TO PROFESSIONAL SERVICES CONTACT**

All services will be provided by the Contractor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In addition to the services in Section A of the Contract, services included within the base fee shall include the following:

**Add detailed services**





#  E-VERIFY Declaration

# Compliance with Immigration and Naturalization Act



**(Form to be turned in with Qualification 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.

1. 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.
2. I certify that I am duly authorized to sign this declaration on behalf of my company.
3. 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: