BOARD OF YAKIMA COUNTY COMMISSIONERS

# NOTICE TO PROPOSERS No. C11601P

NOTICE IS HEREBY GIVEN by the undersigned that electronic sealed Bids will be accepted via PublicPurchase.com until the hour of 11:00:00 AM on February 18, 2016. At such time, proposals will be publicly opened in Yakima City Hall, Council Chambers, located at 129 N. 2nd Street, Yakima, Washington 98901 for:

**Installation and maintenance of Sheriff’s Office provided radios, modems, specialized lighting packages, consoles, fitted rifle mounts, shotgun locks, radar and SECTOR equipment, and special prisoner transport packages (such as K-9 transport kennels).**

Instructions to register with PublicPurchase.com and bid online are available at [www.yakimawa.gov/services/purchasing](http://www.yakimawa.gov/services/purchasing).

Yakima County reserves the right to reject any and all Proposals, or parts thereof. Yakima County hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, pregnancy, veteran 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 set.)

**DONE** this 26th day of January, 2016

 (Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic*: January 28, 2016

Account 11069

 YAKIMA COUNTY

 REQUEST FOR PROPOSAL # C11601P

 **COVER SHEET**

 *THIS IS NOT AN ORDER*

|  |
| --- |
| RFP Release Date: January 28, 2016 |
| **Proposal Receipt** Vendors must first register with PublicPurchase.com and bid shall be completely uploaded into PublicPurchase.com no later than the date and time listed below. Register as early as possible and do not wait until the due date to upload your documents, as this may take some time. Late Proposals will not be accepted or evaluated. If you try to submit a Proposal late, the electronic system will not receive it. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted.**RFP’s ARE ONLY RECEIVED THROUGH PUBLICPURCHASE.COM** |
| Proposals Must be completely uploaded by **February 18, 2016 at** **11:00:00 A.M. PST** | Public Opening 🗹 | Purchasing For:Yakima County Sheriff’s Department1822 So. 1st StreetYakima, WA 98902 |
| PROPOSER’S Name & Address (to be filled out by proposer):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Buyer in charge of this procurement (Contact for further information):Sue Ownby, Purchasing Manager |
| Phone(509) 576-6695 | E-Mail AddressSue.Ownby@yakimawa.gov  |
| **PROJECT DESCRIPTION SUMMARY** |
| Installation and maintenance of Sheriff’s Office provided radios, modems, specialized lighting packages, consoles, fitted rifle mounts, shotgun locks, radar and SECTOR equipment, and special prisoner transport packages (such as K-9 transport kennels).  |
| Enter Prompt Payment Discount: \_\_\_\_\_%net\_\_\_\_days | Completion will be within \_\_\_\_\_days after receipt of each vehicle. |
| [ ]  I hereby acknowledge receiving **addendum(a)** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (use as many spaces as addenda received) |
| In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury. Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.We will comply with all terms, conditions and specifications required by the Yakima County in this Request for Proposal and all terms of our proposal. |
| Company Name      | Company Address |
| Name of Authorized Company Representative (Type or Print) | Title      | Phone (       )       |
| Fax (       )       |
| Signature of Above | Date | Email Address |

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# DEFINITIONS

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

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

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

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

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

“**County**” means Yakima County and Yakima County Sheriff’s Office, Yakima, Washington. Also referred to as “Owner”.

“**Executive**” means the Yakima County Board of County Commissioners.

“**Owner**” also referred to as Yakima County Sheriff’s Office.

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

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

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

“**RFP**” means Request for Proposal.

“**SOW**” means Statement of Work.

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

**RFP # C11601P**

**Install & Maintenance of Vehicle Radio, Lighting, Data Communication**

**Systems and Related Equipment in Pursuit Vehicles**

# GENERAL INFORMATION

## Introduction

### The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for installation and maintenance of Radio, Lighting, Data Communications systems and related equipment in pursuit vehicles. Yakima County Sheriff’s Department (herein referred to as “Owner” throughout this document) as represented by City/County Purchasing, intends to use the results of this solicitation to award a contract for such services.

## Current Operations

Yakima County Sheriff’s Department currently has a fleet of 76 vehicles of either Ford or Chevrolet make. 46 sedans, 25 SUV’s and 5 Pickups. It is estimated that 6 to 8 new vehicles will need to be outfitted in 2016 and 6 to 8 per year for subsequent years.

## Contracting Agency and Point of Contact

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

## Public Records Access

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

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

## Proprietary Information:

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

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

### PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

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

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

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

## Clarifications and/or Revisions to Specification and Requirements

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

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

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this RFP, supplements or revisions will be provided to all known Proposers in the form of an Addendum. All Addenda are posted on [www.yakimawa.gov/services /purchasing](http://www.yakimawa.gov/services%20/purchasing) and sent directly to interested parties who have registered for updates to this RFP.

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

## News Releases

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

## Proposer Conference and Site Visit

A proposer conference will not be conducted.

## Examining Documents & Facilities

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

Vendor shall call Chief Criminal Deputy John Durand at 509-574-2545 to inspect the current vehicle setups, if needed, to allow vendor to provide a more accurate quote.

## Calendar of Events

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

|  |  |
| --- | --- |
| **DATE** | **EVENT** |
| **January 28, 2016** | **RFP Issuance** |
| **February 18, 2016 at 11:00:00 AM PST** | **Proposals Due**  |

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

## Contract Term

See Section 2 of Contract.

## Incurring Costs

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

## No Obligation to Contract

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

## Retention of Rights

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

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

## ****Best Modern Practices:****

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

## ****Equal/Approved Equal:****

These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The County reserves the right to make the decision on acceptability. Each proposer shall clearly identify make, model or trade name of equipment proposed in their proposal. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

## ****More or Less:****

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

## ****Delivery:****

Each proposer is required to list on the Cost Proposal form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of each order. Time of delivery is important and will be considered in the evaluation of the Proposals. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Proposal.

## ****Delivery Acceptance:****

Unless arrangements have been made for owner to deliver and pick-up vehicles, delivery will be accepted the Yakima Sheriff’s Office, 1822 SO. 1st Street, Yakima, Washington, 98903, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct County personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

## ****Delivery of Unapproved Substitutions****

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the Vendor at no cost to the County, regardless of the time elapsed between the date of delivery and discovery of the violation.

# PREPARING AND SUBMITTING A PROPOSAL

## General Instructions

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

## Organization and Format of Required Proposal Elements

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

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

**Tab 1** - Table of Contents

Provide a table of contents for the Proposal.

**Tab 2** - RFP Cover Sheet

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

**Tab 3** - Transmittal Letter

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

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

**Tab 4 - Response to Scope & Requirements for Qualifications, Service & Technical**

Provide a point-by-point response to each requirement specified in Section V & VI of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP. State whether if you comply 100% with that particular specification, or indicate that you do not comply 100% and explain how your product/service deviates. Deviation on any item will not necessarily disallow proposal. The Owner shall be the sole judge as to whether a deviation/exception is acceptable, or not.

**Tab 5– Sample Contract**

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

**Tab 6 - Cost Proposal Information**

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

## Multiple Proposals

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

## Withdrawal of Proposals

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

## Submitting a Proposal

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

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

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

# EVALUATION AND CONTRACT AWARD

## Preliminary Evaluation

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

## Proposer Presentations

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

## Evaluation Criteria

The proposals will be scored using the following criteria:

|  |  |  |
| --- | --- | --- |
| **#** | **Description** | **Max Points** |
| 1 | General Requirements | 25 |
| 2 | Technical Requirements | 25 |
|  | References, qualifications and experience | 25 |
| 3 | Cost | 25 |
|  | **TOTAL POSSIBLE POINTS** | **100** |

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

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

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

In determination of award, discounts for early payment will only be considered when all other conditions are equal and when payment terms allow at least fifteen (15) days, providing the discount terms are deemed favorable. All payment terms must allow the option of net thirty (30) days.

## ****Prompt Payment:****

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

###### Receipt of a properly completed invoice

###### Receipt of all supplies, equipment or services ordered

###### Satisfactory completion of all contractual requirements

## ****Tax Revenues:****

RCW 39.34.040 allows the County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in the lowest bid, after the tax revenue has been considered.

## Proposal Scoring

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

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

## Award / Best and Final Offers

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

## Offer in Effect for Ninety (90) Days

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

## Notification of Intent to Negotiate/Intent to Award

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

## Right to Reject Proposals and Negotiate Contract Terms

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

## Protest Procedure

Any protest must be made in writing, signed by the protestor, and state that the Vendor is submitting a formal protest. The protest shall be filed with the City of Yakima/Yakima County’s Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the RFP shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Vendor:

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

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

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

Award Announcement

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

Award Regardless of Protest

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

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

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

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

# SCOPE

## Scope of Services to Be Performed:

1. Installation and maintenance of Owner provided radios, modems, specialized lighting packages, consoles, fitted rifle mounts, shotgun locks, radar and SECTOR equipment, and special prisoner transport packages (such as K-9 transport kennels), as well as other miscellaneous equipment. Other items such as antennas, connectors, fuse blocks and such will be provided by the vendor and will be billed to the Owner at no markup.
2. Proposer acknowledges that no detailed specifications and installation instructions are provided in this RFP. The Owner has provided several photos of an acceptable, typical installation on a 2015 Ford Interceptor Utility Vehicle. Using the photo’s provided as a guide, installations shall be of the same quality work, utilizing best modern practices. The Owner shall be the sole judge of what acceptable work is and any discrepancies shall immediately be corrected at the expense of the Proposer.
3. In responding to this Request for Proposals (RFP), the Proposer shall indicate their general interest in the project, their overall approach to the work required, their expertise and background, and identify the members of their staff. They are asked to demonstrate their general understanding of the Yakima Sheriff’s Office Vehicle needs, and the knowledge base and experience that the Proposer brings to properly execute the work required.
4. This demonstration of abilities and capabilities should include a description of the intended approach, including estimated allocation of staff, resources, third-party vendors, and onsite maintenance.
5. In addition, the Proposer must state their qualifications, work experience, and strategies to perform the work.

# Requirements for Qualifications, Service and Technical

The Proposer must provide a detailed description of each item listed below. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

The Respondents must complete the following Sections using one of the following responses for each of the specifications.

**Y – Yes.** The Respondent’s proposed product/service currently satisfies the entire requirement and the proposed system will completely support the requirement.

**N – No.** The Respondent’s product does not currently satisfy the entire requirement, and the Respondent’s delivered product will not satisfy the requirement.

**E – Explanation.** The Bidder’s product partially satisfies the requirement and an explanation is included in the response.

**MR – Modification Required.** The Respondent’s product does not currently satisfy the requirement, but the bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Respondent’s base products.

Note that, though some of the following requirements may be answered with a Y of N, the Respondents are encouraged to provide further detail where such detail might differentiate their products/services from those of their competitors or where such detail might assist in analysis of the Bid.

## Each bidder shall complete the sections below and same shall be returned with the bidder’s proposal. Failure to do so will be cause for rejection of said proposal. Attach additional sheets as necessary, number in the same sequence.

***Qualifications***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item****#** | **Specification** | **Yes** | **No** | **Comments** |
| 1 | Does Proposer have at least three (3) years’ experience in successful installation of Mobile Radio, Specialized Police lighting Packages, Data and Communications systems? |  |  |  |
| 2 | Does Staff involved within the scope of this project have at least three (3) years’ experience in installation of Mobile Radio, Specialized Police Lighting Packages, Data and Communications systems? |  |  |  |
| 3 | Does Proposer and staff have a thorough knowledge of two-way radio communications systems? |  |  |  |
| 4 | Will Proposer coordinate and communicate with other service providers, and YSO staff to provide quality service and resolve issues as they arise in a timely manner? |  |  |  |
| 5 | Can Proposer demonstrate the ability to meet or exceed all federal, State and local laws, codes and regulations? |  |  |  |
| 6 | Will Proposer provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract term? The Project Manager will be the primary point of contact for Owner and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to Owner during the entire duration of the project. |  |  |  |
| 7 | Will Proposer identify additional key personnel from your company that will be assigned to this contract, including their current job title and the role they will play in the project? For each staff person, attach a brief resume with any pertinent licenses or accreditations and give at least one (1) example of a project where the staff provided similar services to an organization with needs similar to those described in this RFP. |  |  |  |
| 8 | Will Proposer identify the Account Manager who will be handling all invoices and billing and will serve as the account main point of contact for this contract?  |  |  |  |
| 9 | If any of these contacts change during the contract term, will the Contractor shall verbally notify the Owner within twenty-four (24) hours of change and follow up in writing within five (5) business days of the date of change? |  |  |  |
| 10 | Will Proposer describe your company’s experience providing services similar to those required by this RFP to customers of comparable size, scope and circumstance |  |  |  |
| 12 | Will Proposer provide at least three (3) references for organizations with whom your company has provided similar services over the last three (3) years. Include a contact name, email address, telephone number, and a clear, concise description of the project. |  |  |  |
| 13 | Will Proposer complete the Vendor Questionnaire Form and submit it with proposal |  |  |  |

***Service Requirements***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item****#** | **Specification** | **Yes** | **No** | **Comments** |
| 1 | Does Proposer agree to provide 24 hour emergency service with no call out fee or overtime charges for equipment repairs to radio or lightbar failures? All services will be provided at standard labor rate only? |  |  |  |
| 2 | Does Proposer possess adequate facilities at their place of business to perform the specified work inside a controlled environment that provides shelter and security for the vehicles while at their location? |  |  |  |
| 3 | Will Proposer coordinate service, installation, acquisition, warranty and contracts of all third-party equipment? |  |  |  |
| 4 | Will Proposer track and record, in a spreadsheet in an acceptable format, a record of everything they have done to every vehicle. |  |  |  |
| 5 | Provide onsite maintenance of specialized equipment as required by Owner |  |  |  |
| 6 | Will Proposer remove specialized equipment that will be dead-lined or reassigned to other programs such as push bumpers, transport partitions, spot light, radios and light bars removed, as instructed? |  |  |  |
| 7 | Does Proposer agree to maintain a data base containing the following information related to vehicle builds at no cost to Owner.a. Vehicle Numberb. Assigned Deputyc. Radio Maked. Radio Serial Numbere. Yakima County Asset Numberf. Light Bar Style and Makeg. Siren and Light Controller Style h. Modem Make and IP Address |  |  |  |
| 8 | Proposer must agree to consult and coordinate with Owner on the ordering of any new radios, light bars, siren systems and computer stand consoles. |  |  |  |
| 9 | Proposer must agree to store and maintain an inventory of commonly used parts for maintenance and repair of Owner’s radio, siren and light bar systems. Owner will not buy out the successful vendor’s inventory at the expiration of the contract. |  |  |  |
| 10 | Proposer agrees to provide up to date information on new products which relate to the operation of this contract. |  |  |  |

***Technical***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item****#** | **Specification** | **Yes** | **No** | **Comments** |
| 1 | All hardware such as radios, modems, specialized lighting packages, consoles, fitted rifle mounts, shotgun locks, radar and SECTOR equipment, and special prisoner transport packages (such as K-9 transport kennels) will be supplied by the Owner and will be reused in future vehicle builds to the extent that it is possible. |  |  |  |
| 2 | Proposer acknowledges that no detailed specifications and installation instructions are provided in this RFP. The Owner has provided several photos of an acceptable, typical installation on a 2015 Ford Interceptor Utility Vehicle. Using the photo’s provided as a guide, installations shall be of the same quality work, utilizing best modern practices. The Owner shall be the sole judge of what acceptable work is and any discrepancies shall immediately be corrected at the expense of the Proposer. |  |  |  |
| 3 | Any additional or specialized parts needed to perform the scope of work or for special builds will be approved by the Owner, ordered by the vendor, and billed to the owner on a separate invoice. |  |  |  |
| 4 | All exposed wire runs will be zip-tied in accordance with best practices and each wire will be labeled with the item it powers to facilitate third party maintenance if necessary? |  |  |  |
| 5 | All items and supplies will be new with the exception of selected equipment supplied by the Owner. |  |  |  |

# COST PROPOSAL

## General Instructions for Preparing Cost Proposals

Proposer must submit the cost proposal under Tab 6 of their proposal. If proposer agrees to allow other governmental agencies to purchase services from the awarded Contractor under the resulting contract, price accordingly so other jurisdictions can perform an apples to apples comparison for their resulting contract.

## Pricing and Discount

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

## Price Clarifications

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

# Typical Build Cost Proposal Form

Proposer shall prepare a sample work order to build a typical 2015 Ford Interceptor Utility vehicle, utilizing the form below. Owner will pay for and supply the Radios & Sirens, vendor shall supply and price out the balance of parts listed below for reimbursement. Estimate labor hours to build typical vehicle and insert unit price for one hour of labor. Multiply estimated hours’ time by cost per hour to get total labor cost.

***Schedule A***

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **Item No.** | **Qty.** | **Unit** | **Description** | **Unit Price** | **Total** |
|  |
| 1. | 1 | Each | Labor to Build 2015 Ford Interceptor Utility**Estimated hours: \_\_\_\_\_\_\_\_\_\_\_** | $  | $  |
| 2. | 2 | Each | Coax Kit | $  | $  |
| 3. | 1 | Each | VHF Antenna | $  | $  |
| 4. | 1 | Each | FME to TNC | $  | $  |
| 5. | 1 | Each | FME to Mini-UHF | $  | $  |
| 6. | 1 | Each | 6 Position Fuse Block | $  | $  |
| 7. | 3 | Each | Relay’s | $  | $  |
| 8. | 1 | Each | Data Antenna | $  | $  |
| 9. | 1 | Each | Terminal Strip | $  | $  |
| 10. | 1 | Each | GPS Antenna | $  | $  |
| 11. | 1 | Each | 3 Position Cig Plug | $  | $  |
| 12. | 1 | Each | Modem Data Cable | $  | $  |
| 13. | 1 | Each | Misc. Wire, Connectors, Programming | $  | $  |
| **Schedule A Build Time:** WE (I) WILL DELIVER COMPLETE EACH VEHICLE WITHIN \_\_\_\_\_\_\_\_DAYS FROM RECEIPT OF ORDER AND AT PRICES AND TERMS SPECIFIED. |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Schedule B**

|  |
| --- |
|  |
| **Item No.** | **Qty.** | **Unit** | **Description** | **Total** |  |

 |
| 1. | 1 | Each | Uninstall Lump Sum Quote for Schedule A | $  |
| 2. | 1 | Each | Hourly Rate for Repairs at Shop | $  |
| 3. | 1 | Each | Hourly Rate for Reprogramming Radios | $  |
| 4. | **Vendor to list percentage discount off list pricing for****any other items available through your company** |  % |

# SAMPLE CONTRACT

***AGREEMENT for Purchased Services***

**This *Agreement for Purchased Services* (“*Agreement*”) is entered into as of \_\_\_\_\_\_\_\_\_\_ (, 2016) between the Yakima County Sheriff’s Office, located at 1822 So. 1st Street, Yakima, Washington 98903 (“Owner”), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (“Contractor”), located at \_\_\_\_\_\_\_\_\_\_\_\_\_. The parties agree as follows:**

## General

### Scope: The minimum services that the Contractor will provide include services described in RFP No. C11601P which is incorporated herein by this reference. The services are included within the base fee.

### Term: The period of this contract shall be for a period of one year from its effective date. The Owner 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 Owner provides advance notice of the intention to not renew. Prices shall remain firm for the first twelve month period of the contract unless an exception is stated in the bid.

### Contract Documents: The rights granted under this Agreement include the terms, conditions, covenants and representations contained in the following documents, all of which are incorporated herein by reference as though fully set forth:

###### The RFP, together with all exhibits, addenda and amendments thereto;

###### Contractor’s Proposal and all accompanying exhibits submitted therewith by Contractor’s response to the RFP; and

###### This Agreement and the documents referenced in this Paragraph shall be construed consistently with each other in order to best effectuate the intent of the Owner and Contractor as set forth in this Agreement.

### Interpretation: In case of conflict or ambiguity, the documents shall have the following priority for the purpose of interpreting the terms, covenants, conditions, or duties therein: This Agreement, the Proposal accepted by the Owner, and the RFP. The parties acknowledge that there are no other representations, agreements, or conditions not specifically referred to or set forth in the foregoing documents which are a part of this Agreement. All provisions of this Contract are intended to be complementary, and any (enter name of services) required by one and not mentioned in another shall be performed to the same extent as though required by all. Details of the (enter name of 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 (enter name of services), without any increase in the compensation otherwise payable under this Contract.

### Substitution: The Contractor shall not substitute or deviate from said specifications of this Contract without a written agreement amendment, signed by the Board of Yakima County Commissioners, or pursuant to Section Q below entitled “Change or Notices”. Any violation of this procedure by the Contractor will be considered cause for immediate cancellation of the Contract for cause by the Owner.

## Compensation/Payment

### As full compensation for satisfactory performance of the installation, removal, repair and maintenance of mobile radio, siren, light bar systems, computer modems and computer consoles and stands, the Owner shall pay Contractor per the cost proposal submitted with proposal, attached hereto.

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

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

 Yakima County Sheriff’s Office

 1822 So. 1st Street

Yakima, WA 98903

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

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

### Price increases for any other justifiable reason will be considered on a case-by-case basis.

### The adjustment (if any) shall remain firm and fixed for at least 365 days after the effective date of the adjustment.

##

## ****Regulations and Codes:****

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and County safety codes.

## ****Expansion Clause:****

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the bidder, as long as the price of such additional products is based on the same cost/profit formula as the listed item(s).

## Performance by Contractor

### 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.

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

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

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

### 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.

### 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.

### Removal of Subcontractor: If dissatisfied with the background, performance, and/or general methodologies of any subcontractor, the Owner 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.

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

## Compliance with Laws

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

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

## ****Permits****

All necessary permits required to perform work are to be supplied by the Vendor at no addition cost to the County.

### Foreign (Non-Washington) Corporations: Although the Owner does not require foreign corporate proposers to qualify in the City, County or State prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in Yakima County, 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 Owner.

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

### The Owner 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 Owner to take any sales tax and B&O tax that is will receive from purchasing supplies, materials and equipment within its boundaries into consideration when determining the lowest responsible Proposer.

### Vendor Tax Delinquency: Vendors who have a delinquent Washington tax liability may have their payments offset by the State of Washington.

## Nondiscrimination Provision

### During the performance of this Contract, Contractor shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of race, age, color, sex, religion, national origin, creed, marital status, disability, honorably discharged veteran or military status, pregnancy, sexual orientation, political affiliation, or the presence of any sensory, mental or physical handicap, and any other classification protected under federal, state, or local law. This provision shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, and the provision of services under this Contract.

## Inspection: Examination of Records

### The Contractor agrees to furnish the County with reasonable periodic reports and documents as it may request and in such form as the County 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 Owner, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the services in accordance with this Contract, notwithstanding the Owner’s knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the Owner sufficient, safe, and proper facilities and equipment for such inspection and free access to such facilities.

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

## Inspection and Production of Records

### 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.  Contractor’s records relating to the Services will be provided to the City upon the City’s request.

### 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 three (3) years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington State 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.

### All records relating to Contractor’s services under this Contract must be made available to the City, and also produced to third parties, if required pursuant to the Washington 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 State Secretary of State’s record retention schedule.

## Confidential, Proprietary and Personally Identifiable Information:

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

### 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 Owner in writing, Contractor shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of the Owner, as directed.

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

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

## Indemnification and Hold Harmless:

Contractor agrees to protect, defend, indemnify and hold harmless the Yakima County, its elected officials, officers, employees, 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) resulting from death or bodily injury to any person or damage or destruction to a third party or third parties to the extent caused by any negligent act and/or omission of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Contractor), its officers, employees, agents, volunteers and/or subcontractors, arising out of the performance of this Contract.

If the negligence or willful misconduct of both \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) and Yakima County (or a person identified above for whom each is liable) is a cause of such third party claim, the loss, cost, or expense shall be shared between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Contractor) and Yakima County in proportion to their relative degrees of negligence or willful misconduct and the right of indemnity will apply for such proportion.

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

## Indemnity/Contractor’s Liability Insurance:

### The Service Provider agrees to indemnify and save harmless Yakima County, its officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, resulting from or occurring in connection with the performance or any service hereunder.

### The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.

### Contractors Liability Insurance: The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Washington. The insurance companies must carry a Best’s Rating of A- VII or better. At all times during the life of this contract, Contractor agrees to maintain, on a primary and non-contributory basis and at its sole expense, the insurance coverage, limits, and endorsements noted below.  All such insurance shall not be subject to any deductible or self-insured retention (SIR).  There shall be no cancellation, material change, reduction in limits or intent not to renew the insurance coverage(s) without 30 days written notice from the contractor or its insurer(s) to City of Yakima/Yakima County.  The requirements contained herein, as well as City of Yakima/Yakima County’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 policies will be written on an occurrence basis, subject to the following minimum limits of liability:

 Commercial General Liability: Combined Single Limit: $2,000,000 Per Occurrence

 $5,000,000 Annual Aggregate

Auto Liability: Combined Single Limit $1,000,000 Per Occurrence

Garage Liability: $1,000,000 Minimum Limit

Garage Keepers Liability: $ 200,000 Minimum Limit

Contractor is responsible for losses within the deductible amount.

**This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.**

**\*PLEASE NOTE\*** Garage Liability, other than auto, is an acceptable substitute for Commercial General Liability and Garage Liability, any auto, is an acceptable substitute for Automobile Liability as long as it is at the required limits.

\*WA Stop Gap is not required for owner/operator firms with no employees.

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

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

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

The contractor will provide a Certificate of Insurance to Yakima County as evidence of coverage. A copy of the additional insured endorsement attached to the policy will be included with the certificate. This Certificate of insurance shall be provided to the Purchasing Manager, prior to commencement of this work.

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

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

## Contractor’s Waiver of Employer’s Immunity under Title 51 RCW.   Contractor intends that its indemnification, defense, and hold harmless obligations set forth above in section A. shall operate with full effect regardless of any provision to the contrary in Title 51 RCW, Washington’s Industrial Insurance Act.  Accordingly, to the extent necessary to fully satisfy the Contractor’s indemnification, defense, and hold harmless obligations set forth above in section A, Contractor specifically waives any immunity granted under Title 51 RCW, and specifically assumes all potential liability for actions brought by employees of the Contractor against Yakima 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.

### 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 Yakima County, its officers, officials, employees, and volunteers, the Contractor’s liability hereunder shall be only to the extent of the Contractor’s negligence.

## Increase or Decrease in Services: During the term of this contract, the County shall have the option to increase or decrease the amount of services provided under this contract. The contract rate for such increase or decrease shall be adjusted upon mutual agreement of the parties in writing. In the event that the parties cannot agree upon a rate for said increase or decrease in service, either party upon thirty (30) days written notice may terminate the contract.

## Other County/City Departments/Like Items Added: At any time during the term of this contract, or any extension thereof, other County/City Departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

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

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

 TO OWNER: AND ALSO TO: TO CONTRACTOR:

 Brian Winter, Sheriff Sue Ownby, Purchasing Mgr

 Yakima County 129 No. 2nd St

 1822 S First St. Yakima, WA 98901

Yakima, WA 98903

## Suspension of Work

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

## Termination

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

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

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

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

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

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

###### Breaches or defaults an obligation under the Contract;

###### Fails to perform any material obligation required under the Contract;

###### Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;

###### Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, 30-day notice;

###### Makes an assignment for the benefit of creditors;

###### Fails to follow the sales and use tax certification requirements of the State of Washington

###### Incurs a delinquent Washington tax liability;

###### Becomes a State or Federally debarred Contractor;

###### Is excluded from federal procurement and non-procurement Contracts;

###### Fails to maintain and keep in force all required insurance, permits and licenses as provided in the Contract;

###### Fails to maintain the confidentiality of the Owner information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information, or

###### Contractor performance threatens the health or safety of a City, County or municipal employee

###### Change in Funding: If the funds upon which the Owner relied to establish this Contract are withdrawn, reduced, or limited, or if additional or modified conditions are placed on such funding, the Owner may terminate this Contract by providing at least five business days written notice to the Contractor. The termination shall be effective on the date specified in the notice of termination.

## 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.

## Re-Award

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

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

## Miscellaneous

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

### 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.

### 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).

### Force Majeure. Neither party shall be in default by reason of any failure in performance of this Agreement in accordance with reasonable control and without fault or negligence on their part. Such causes may include, but are not restricted to, acts of nature or the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and unusually severe weather, but in every case the failure to perform such must be beyond the reasonable control and without the fault or negligence of the party.

### 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.

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

### 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.

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

### Warranty. Unless otherwise specifically stated by the Proposer, vendor 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. Vendor 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. Vendor’s warranties (and any more favorable warranties, service policies, or similar undertaking of Vendor) shall survive delivery, inspection, and acceptance of the goods or services.

### Workmanship Clause: Contractor warrants and guarantees to the County that the Work shall be performed in a manner consistent with industry standards for the performance of services of a similar nature. The Contractor warrants to the County that materials and equipment furnished will be of good quality and new, that the Work will be free from defects, will be fully compatible with the existing materials and equipment and that the Work will conform to all requirements. Work not conforming to these requirements, including substitutions (if allowed) not properly approved and authorized, may be the industry as applicable to each unit of Work. All references to standards whether for materials, processes, assemblies, workmanship, performance, or similar purpose shall mean, unless otherwise noted, the most recent available published version of such standard. When reference is made to standards, the standards are to be made a part of this contract, and to have the same effect as if fully reproduced herein. It is a requirement that each category of trades person or installer performing the Work be qualified, to the extent of being familiar with applicable and recognized quality standards for that category of Work, and being capable of workmanship complying with those standards.

### Access and Review of Contractor’s Facilities. The County may visit and view any of the offices, premises, facilities and vehicles of the Contractor and/or Contractor’s Subcontractor upon request and reasonable notice during the term of the contract and contract renewals/extensions.

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

### 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.

### Severability. If any portion of this Contract is changed per mutual agreement or any portion is held invalid, the remainder of the Contract shall remain in full force and effect.

### Integration. This Contract, along with Yakima County’s RFP C11601P and the Contractor’s response to the Request for Proposal (“RFP”), represents the entire understanding of the Owner and Contractor as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. This Contract may not be modified or altered except in writing signed by both parties.

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

### Venue. The venue for any action to enforce or interpret this Contract shall lie in the Superior Court of Washington for Yakima County, Washington.

**DONE** this \_\_\_\_\_ day of 2016

 BOARD OF YAKIMA COUNTY COMMISSIONERS

J. Rand Elliott, Chairman

 Michael D. Leita, Commissioner

Attest: Tiera L. Girard Kevin J. Bouchey, Commissioner

Clerk of the Board *Constituting the Board of County Commissioners*

*for Yakima County, Washington*

Approved as to form: CONTRACTOR:

 By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Name, Title

Deputy Prosecuting Attorney Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

# VENDOR QUESTIONNAIRE

 Page 1 of 4

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

|  |
| --- |
| **VENDOR INFORMATION** |
| **Proposer’s Legal Name:** |  |
| **Company’s dba:** (if applicable) |  |
| CEO/President Name: |  |
| Business License No. |  | UBI No. |  | Federal EIN No. |  |
| Phone | ( ) |  | Toll Free Phone | ( ) |
| FAX | ( ) |  | E-Mail Address |  |
| Mailing Address |  |
| City |  | State |  | Zip + 4 |  |
| Physical Address |  |
| City |  | State |  | Zip + 4 |  |
|  |  |
| **Name the person to contact for questions concerning this proposal.** |
| Name |  |  Title |  |
| Phone | ( ) |  | Toll Free Phone | ( ) |
| FAX | ( ) |  | E-Mail Address |  |
| Mailing Address |  |
| City |  | State |  | Zip + 4 |  |
| Physical Address |  |
| City |  | State |  | Zip + 4 |  |
| **Proposer:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Vendor Questionnaire** Page 2 of 4 |
| **OWNERSHIP** |
| Is your firm a subsidiary, parent, holding company, or affiliate of another firm? | Yes: |  | No: |  |
|  *Please explain:* |  |
|  |
|  |
| **FINANCIAL RESOURCES AND RESPONSIBILITY** |
| Within the previous five years, has your firm been the debtor of a bankruptcy? | Yes: |  | No: |  |
| *Please explain* |  |
|  |  |  |  |  |
| Is your firm in the process of or in negotiations toward being sold?  | Yes: |  | No: |  |
| *Please explain* |  |
|  |  |  |  |  |
| Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? | Yes: |  | No: |  |
| *Please explain* |  |
|  |  |  |  |  |
| Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? | Yes: |  | No: |  |
| *Please explain* |  |
| Within the previous five years, has a governmental or private entity terminated your firm’s contract prior to contract completion?  | Yes: |  | No: |  |
| *Please explain* |  |
|  |  |  |  |  |
| Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? | Yes: |   | No: |  |
| *Please explain* |  |
| **Proposer:** | **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** | **Vendor Questionnaire** Page 3 of 4 |
|  |
| **DISPUTES** |
| Within the previous five years, has your firm been the defendant in court on a matter related to any of the following? |
| * Payment to subcontractors?
 | Yes: |  | No: |  |
| *Please explain* |  |
| * Work performance on a contract?
 | Yes: |   | No: |  |
| *Please explain* |  |
|  |  |  |  |  |
| Does your firm have any outstanding judgments pending against it? | Yes: |  | No: |  |
| *Please explain* |  |
|  |  |  |  |  |
| Within the previous five years, has your firm been assessed liquidated damages on a contract?  | Yes: |  | No: |  |
| *Please explain* |  |
|  |
| Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the county?  | Yes: |  | No: |  |
| *Please explain* |  |
| **COMPLIANCE** |
|  |  |  |  |  |
| Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.*  | Yes: |  | No: |  |
| *Please explain* |  |
|  |
| License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?  | Yes: |  | No: |  |
| *Please explain* |  |
|  |
| **BUSINESS INTEGRITY** |
| Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?  | Yes: |  | No: |  |
| *Please explain* |  |
|  |
| Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?  | Yes: |  | No:  |  |
| *Please explain* |  |
|  |
| Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*  | Yes: |  | No: |  |
| *Please explain* |  |

**Proposer ReferenceS**

|  |
| --- |
|  |
| **1) Company** **Name** |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |
|  |
| Describe experience with reference |
|  |  |
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|  |  |
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|  |
| **2) Company** **Name** |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |
|  |
| Describe experience with reference |
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|  |
| **3) Company** **Name** |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |
|  |
| Describe experience with reference |
|  |  |
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|  |  |