**City of Yakima**

**NOTICE TO PROPOSERS**

**RFP No. 11428P**

Notice is hereby given by the undersigned that sealed Requests for Proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 N. 2nd Street, Yakima, Washington 98901 until the hour of **2:00:00 PM July 10, 2014.** At such time, Proposers names will be publicly read for:

**Property & Casualty Broker and Risk Management Services**

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

The City of Yakima reserves the right to reject any and all RFP’s. The City of Yakima hereby notifies all proposers that it will not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Dated this 17th day of June, 2014.

Sue Ownby, CPPO

Purchasing Manager

Publish on June 19 and June 20, 2014

**YHR acct.** 11293

CITY OF YAKIMA REQUEST FOR PROPOSAL # 11428P



**COVER SHEET**

*THIS IS NOT AN ORDER*

|  |
| --- |
| RFP Release Date: June 19, 2014 |
| **Proposal Receipt**: Proposal envelope must be sealed and plainly marked with due date, time, and Request for Proposal (RFP)l Number **11428P**, and the words “DO NOT OPEN” and mailed to the address listed below. **Late proposals will be rejected**. Proposals MUST be date and time stamped on or before the date and time listed below that the proposal is due. Proposal openings are public. Proposals shall be firm for acceptance for ninety (90) days from date of proposal opening, unless otherwise noted. **Deliver to:****City of Yakima Clerk’s Office****129 North 2nd Street****Yakima, WA 98901****Do not bring your proposal in to the opening room. Proposal must be received and date stamped by the Clerk’s Office** |
| Proposals Must be in the office no later than **July 10, 2014 at 2:00:00 PM PST**  | Public Opening 🗹 | Purchasing For:City of Yakima Finance Department129 North 2nd StreetYakima, WA 98901 |
| 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** |
| **Property & Casualty Broker and Risk Management Services** |
| [ ]  Are a WMBE or DBE Vendor? List Certification Number: \_\_\_\_\_\_\_\_\_\_\_\_ |  Enter Prompt Payment Discount: \_\_\_\_\_%net \_\_\_\_days |
| [ ]  I hereby acknowledge receiving **addendum(a)** \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (use as many spaces as addenda received) |
| In signing this proposal we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other Proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening of proposals to any other Proposer or competitor; that the above statement is accurate under penalty of perjury. Furthermore, the Washington State Interlocal Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The City/County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.We will comply with all terms, conditions and specifications required by the City of Yakima in this Request for Proposal and all terms of our proposal. |
| Name of Authorized Company Representative (Type or Print)      | Title      | Phone (       )       |
| Fax (       )       |
| Signature of Above | Date      | Email Address |

**TABLE OF CONTENTS**

# NOTICE OF ADVERTISEMENT............................................................................................................................ 1

# COVER SHEET................................................................................................................................................... 2

# TABLE OF CONTENTS........................................................................................................................................ 3

# DEFINITIONS..................................................................................................................................................... 5

# 1.0 GENERAL INFORMATION

1.1 Introduction............................................................................................................................. 6

1.2 Scope and Objectives............................................................................................................... 6

1.3 Background and Current Operations 8

1.4 Contracting Agency and Point of Contact................................................................................ 9

1.5 Clarifications and/or Revisions to Specification and Requirements........................................ 9

1.6 News Releases......................................................................................................................... 9

1.7 Examining Documents and Facilities....................................................................................... 9

1.8 Calendar of Events.................................................................................................................. 10

1.9 Contract Term......................................................................................................................... 10

1.10 Incurring Costs........................................................................................................................ 10

1.11 No Obligation to Contract....................................................................................................... 10

1.12 Retention of Rights................................................................................................................. 10

# 2.0 PREPARING AND SUBMITTING A PROPOSAL

2.1 General Instructions............................................................................................................... 10

2.2 Submitting a Proposal............................................................................................................. 10

2.3 Organization and Format of Required Proposal Elements..................................................... 12

2.4 Multiple Proposals.................................................................................................................. 12

2.5 Withdrawal of Proposals........................................................................................................ 12

# 3.0 EVALUATION AND CONTRACT AWARD

3.1 Preliminary Evaluation........................................................................................................... 13

3.2 Proposer Presentations.......................................................................................................... 13

3.3 Evaluation Criteria................................................................................................................... 13

3.4 Proposal Scoring..................................................................................................................... 14

3.5 Award / Best and Final Offers................................................................................................. 14

3.6 Offer in Effect for Ninety (90) Days......................................................................................... 14

3.7 Notification of Intent to Negotiate/Intent to Award............................................................... 14

3.8 Right to Reject Proposals and Negotiate Contract Terms....................................................... 14

3.9 Protest Procedure................................................................................................................... 15

# 4.0 GENERAL PROPOSAL REQUIREMENTS

4.1 Mandatory Proposer Qualifications........................................................................................ 16

4.2 General Requirements............................................................................................................ 16

4.3 Proposer References............................................................................................................... 17

4.4 Questionnaire......................................................................................................................... 17

# 5.0 COST PROPOSAL

5.1 General Instructions for Preparing Cost Proposals................................................................. 17

5.2 Total Project Cost.................................................................................................................... 17

# 6.0 GENERAL TERMS AND CONDITIONS

6.1 Provision of Services............................................................................................................... 18

6.2 Contractor Compliance and Responsibility for Actions.......................................................... 18

6.3 Specifications.......................................................................................................................... 19

6.4 Deviations and Exceptions...................................................................................................... 19

6.5 Quality..................................................................................................................................... 19

6.6 Quantities................................................................................................................................ 19

6.7 Delivery................................................................................................................................... 19

6.8 Other City Departments/Like Items Added............................................................................ 19

6.9 Women & Minority Business Enterprises and Disadvantaged Business Enterprises (city only)... 19

6.10 Acceptance Rejection.............................................................................................................. 19

6.11 Payment Terms and Invoicing................................................................................................. 20

6.12 Public Records Access............................................................................................................. 20

6.13 Proprietary Information.......................................................................................................... 20

# 7.0 SAMPLE CONTRACT

Section 1 Statement of Work........................................................................................................... 22

Section 2 Period of Performance..................................................................................................... 23

Section 3 Compensation.................................................................................................................. 24

Section 4 Performance by Contractor............................................................................................. 24

Section 5 Compliance with Laws..................................................................................................... 25

Section 6 Taxes and Assessments.................................................................................................... 25

Section 7 Nondiscrimination Provision............................................................................................ 26

Section 8 Inspection: Examination of Records................................................................................ 26

Section 9 Property and Confidential Information........................................................................... 26

Section 10 Indemnification and Hold Harmless................................................................................. 27

Section 11 Insurance Provided by Contractor.................................................................................... 27

Section 12 Changes............................................................................................................................ 28

Section 13 Termination.................................................................................................................... 28

Section 14 Miscellaneous.................................................................................................................. 29

SIGNATURE BLOCKS............................................................................................................................. 31

Exhibit A to Professional Services Contract......................................................................................... 32

8.0 VENDOR QUESTIONNAIRE................................................................................................................... 34

9.0 E-VERIFY.............................................................................................................................................. 39

10.0 HISTORICAL USAGE............................................................................................................................. 40

# DEFINITIONS

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

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

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

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

“**Contract Manager**” means the individual in the City of Yakima/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.

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

“**Executive**” means the City of Yakima City Manager.

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

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

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

“**RFP**” means Request for Proposal.

“**SOW**” means Statement of Work.

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

**RFP # 11428P**

**Property & Casualty Broker and Risk Management Services**

# 1.0 GENERAL INFORMATION

## 1.1 Introduction

## The purpose of this Request for Proposal (RFP) is to provide interested parties with information to enable them to prepare and submit a proposal for Property & Casualty Broker and Risk Management Services. The City of Yakima (referred to as “Owner” throughout this document), Finance Department, as represented City Purchasing, intends to use the results of this solicitation to award a contract for such services.

## 1.2 Scope and Objectives

1.2.1 The minimum services that the Contractor will provide include:

1.2.1.1 Market and advise the City on its insurance coverage;

1.2.1.2 Prepare claims reports when requested by the City;

1.2.1.3 Provide risk management services, including but not limited to review of vendor certificates of insurance to meet contract requirements; advise on wording for insurance requirements and the amounts of appropriate insurance coverage in City contracts; and training for City personnel as required.

1.2.2 Brokerage Services.

1.2.2.1 Exposure Identification and Evaluation

1.2.2.2 Insurance Program Audit (The Review of Existing Insurance Policies to Determine Adequacy of Coverage, Adequacy of Limits, Appropriate Deductible/Retention Levels, Significant Restrictions in Coverage, the Existence of Warranties, Concurrency of Coverage, Duplications or Gaps in Coverage, Suitability of Forms, Financial Stability of Insurers and Insurer Service Capability)

1.2.2.3 Insurance Program Design (The Drafting of Insurance Policy Specifications to Address Exposures to Loss Confronting Client)

1.2.2.4 Property, Casualty and Marine Marketing of Coverages and Related Services:

1. The Preparation of Appropriately Detailed Coverage Specifications
2. The Submission of Specifications to Selected Markets/Vendors
3. The Negotiation of Coverage and Pricing at Decision Making Level
4. The Evaluation of Alternatives in Accordance with Client Determined Priorities
5. The Preparation of Presentation and Recommendations to Client

1.2.2.5 The Verification of all Requested New and Renewal Policy Terms, Conditions, Rates and Premiums

1.2.2.6 The Verification of Insurance Company Audit Calculations if Applicable

1.2.2.7 The Allocation of Premiums and Premium Adjustments

1.2.2.8 The Review of Client’s Contracts (Indemnification Agreements and Insurance Requirements)

1.2.2.9 Certificate of Insurance Review for Compliance

1.2.2.10 The Monitoring of Insurance Company Services

1.2.2.11 The Monitoring of Insurer Security

1.2.2.12 Insurance Company Liaison Activities (Troubleshooting)

1.2.2.13 Day-To-Day Insurance/Risk Management Advice and Counsel

1.2.2.14 The Preparation of Insurance Certificates

1.2.2.15 The Preparation of Insurance Data for Client’s Audits

1.2.2.16 The Maintenance of Client Service Records

1.2.2.17 Annual Service Planning

1.2.2.18 In Depth Annual Account Reviews

1.2.2.19 Annual Stewardship Reports

1.2.2.20 Provide a Certificate of Insurance Tracking Program

1.2.3 Risk Management Services.

1.2.3.1 Analysis of Pools and Self-Insurance Plan

1.2.3.2 Periodic Evaluation of Loss Data with Appropriate Action Recommendations

1.2.3.3 Monitoring of Insurance Company or Independent Risk Control Services

1.2.3.4 Review and Negotiation of Insurer Fire Protection Engineering Recommendations

1.2.3.5 Assistance in Selecting Insurance Company/Independent Risk Control Service Providers

1.2.3.6 Day-to-Day Advice and Counsel on Risk Control Related Matters

1.2.3.7 Boiler and Machinery Surveys—Monitoring Carrier Services

1.2.3.8 Training to City Personnel on Insurance Coverage Issues and Obtaining Proper Certificates of Liability Insurance

1.2.3.9 Provide “Summit Training” Web-Based Safety and Compliance Training Tool accessible from City offices

1.2.4 Claims Management Services.

1.2.4.1 The Monitoring of Insurance Company or Independent Claims Services

1.2.4.2 The Resolution of Coverage Questions/Disputes in a Timely and Amicable Fashion

1.2.4.3 Assistance in Locating Qualified Defense Counsel when Special Expertise/Technical Experience is Required such as on Insurance Coverage Issues

1.2.4.4 Day-to-Day Advice and Counsel on Claims Related Matters

1.2.4.5 Evaluating Insurance Company or Vendor Service Performance

1.2.4.6 Assistance in Preparation of Claims Reports for City Council if requested

## 1.3 Background and Current Operations

**ABOUT THE OWNER**

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

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

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

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

**BACKGROUND**

Since 1986, the City of Yakima has been self-insured. The City currently is self-insured up to a certain amount that depends on the excess liability policy in effect at the time of the occurrence. See Section 10, “City of Yakima Insurance and Premiums” for historical usage.

**1.4 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.

**1.5 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/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.

## 1.6 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.

## 1.7 Examining Documents & Facilities

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

## 1.8 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** |
| June 19, 2014 | RFP Issuance |
| June 27, 2014 | Due date for written questions |
| July 1, 2014 | Addenda -Written answers provided (target) |
| **July 10, 2014 at 2:00:00 PM PST** | Proposals Due  |
| September 1, 2014 | Contract Start Date |

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.

## 1.9 Contract Term

See Section 2 of Contract.

## 1.10 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.

## 1.11 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”.)

## 1.12 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.

# 2.0 PREPARING AND SUBMITTING A PROPOSAL

## 2.1 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.

## 2.2 Submitting a Proposal

Proposers shall submit one original (so marked) and **three (3) paper copies, along with one (1) electronic version** of all files via USB drive or CD. Any sections deemed by proposer to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) shall be separated from the main document and marked “confidential”. All other sections of the response shall be made available to the public immediately after contract signing. All materials required for acceptance of the Proposal by the deadline must be sent to the address listed on page 2 of this RFP.

Proposals shall be received no later than the date and time listed on Page 2 of this RFP. Late proposals will not be accepted or evaluated and will be returned to the proposer, unopened, unless it can be proved the proposal was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over the other Proposers.

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

## 2.3 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 Mandatory Requirements**

Provide a point-by-point response to each requirement specified in Section 4 of this RFP. Responses that fail to meet the mandatory requirements shall be rejected.

**Tab 5- Response to General Requirements**

Provide a point-by-point response to each requirement specified in Section 4 of this RFP. Responses to requirements must be in the same sequence and numbered as they appear in this RFP.

**Tab 6– Sample Contract and Terms and Conditions**

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

**Tab 7 – Required Forms**

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

**Tab 8 - Cost Proposal Information**

Provide all cost information according to the instructions provided. Include all costs for furnishing the 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.

## 2.4 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.

## 2.5 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.

# 3.0 EVALUATION AND CONTRACT AWARD

## 3.1 Preliminary Evaluation

All Proposals shall be evaluated against the same standards. The Proposals will first be reviewed to determine if they contain the required forms, meet 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.

## 3.2 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.

## 3.3 Evaluation Criteria

The proposals will be scored using the following criteria:

|  |  |  |
| --- | --- | --- |
| # | Description | Max Points |
| 1 | Public entity experience | 100 |
| 2 | Private entity experience | 50 |
| 3 | Service Team | 100 |
| 4 | Demonstrated Marketing Abilities | 50 |
| 5 | Ability to Effectively Provide Scope of Services in Contract | 100 |
| 6 | Program Design | 100 |
| 7 | Cost | 50 |
|  | TOTAL POSSIBLE POINTS | 550 |

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

## 3.4 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.

## 3.5 Award / Best and Final Offers

The Purchasing Manager 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.

## 3.6 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.

## 3.7 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.

## 3.8 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.

## 3.9 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.

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.

# 4.0 GENERAL PROPOSAL REQUIREMENTS

The following requirements in Sections 4.1- 4.2 are **mandatory** and the Proposer must satisfy them at no additional cost to the Owner. Responses to each requirement in Sections 4.1-4.2 must indicate that the Proposer either “does comply” with the requirement or “does not comply”. No explanation is required, as non-compliance with any of the following requirements will result in proposal rejection and remove that Proposal from further consideration.

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

**4.1 Mandatory Proposer Qualifications/Requirements**

4.1.1 Office located in Yakima County.

4.1.2 Ten years experience in the insurance industry with three years experience in public entity insurance.

4.1.3 Errors & Omissions (E & O) Liability limits of $15,000,000 and other insurance coverage as specified in Section 11 of the Contract, entitled “Insurance Provided by Contractor.”

4.1.4 Total annual public entity premiums of $1,000,000.

**4.2 General Requirements**

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

4.2.1 Experience:

Outline your firm’s expertise and experience with private and public entity insurance. Include three references for each.

4.2.2 Service Team:

List those individuals who will be involved in the service of the City’s account and include a resume for each person.

4.2.3 Leverage in Marketplace and Demonstrated Marketing Abilities:

What experience and influence do you have, and what amount of coverage do you obtain with insurance companies that write public entity coverage?

4.2.4 Scope of Services Provided / Ability to Effectively Provide Scope of Services in Contract:

In addition to the minimum required services listed above, discuss any other services your firm has available.

4.2.5 Program Design:

*Attachment A* is the City’s current insurance coverage. How would you structure the coverage and what markets would you use?

4.2.6 Cost:

See Section 5 for Cost Proposal details.

4.2.7 Other:

Discuss any additional areas of service or reasons why your firm should be selected.

**4.3 Proposer References**

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

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

**4.4 Questionnaire**

Proposer must complete the Vendor Questionnaire Form in Section 8, page 34 and submit with their Proposal.

# 5.0 COST PROPOSAL

## 5.1 General Instructions for Preparing Cost Proposals

Proposer must submit a cost proposal under Tab 8 of their proposal.

## 5.2 Total Project Cost

The City prefers to compensate the broker on an annual fee basis. What would your fee be for a three-year contract? What would your fee be for an additional two years if a two-year contract extension were offered at the option of the City? If your fee will vary based on services provided, show the cost for each area of service.

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

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

# 6.0 GENERAL TERMS AND CONDITIONS

#

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

# 6.1 Provision of Services

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

If the Owner notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the Owner‘s default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the Owner specifies. This remedy shall be in addition to any other remedies available to the Owner by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and Owner work rules.

# 6.2 Contractor Compliance and Responsibility for Actions

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

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

The Contractor shall:

* + Perform those tasks and deliver the services identified in this RFP and its response thereto.
	+ Comply with all security and safety regulations in effect.
	+ Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
	+ Appoint a Project Manager (the “Project Manager”) for liaison and consultation with the Owner. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
	+ Correct any errors in the services found by the Owner or the Contractor.
	+ Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of Owner buildings. Under such circumstances, the Owner shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

# 6.3 Specifications

The specifications in this request are the minimum acceptable. When specific manufacturer and model numbers are used, they are to establish a design, type of construction, quality, functional capability and/or performance level desired. When alternates are proposed, they must be identified by manufacturer, stock number, and such other information necessary to establish equivalency. The Owner shall be the sole judge of equivalency. Proposers are cautioned to avoid bidding alternates to the specifications which may result in rejection of their proposal.

# 6.4 Deviations and Exceptions

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

# 6.5 Quality

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

# 6.6 Quantities

The quantities shown on this request are based on estimated needs. The Owner reserves the right to increase or decrease quantities to meet actual needs

# 6.7 Delivery

Deliveries shall be F.O.B. destination freight prepaid and included unless otherwise specified. Failure of the Contractor to adhere to delivery schedules as specified or to promptly replace rejected materials or service shall render the Contractor liable for all costs in excess of the contract price when alternate procurement is necessary. Excess costs shall include the administrative costs.

# 6.8 Other Owner Departments/Like Items Added

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

# 6.9 Women & Minority Business Enterprises and Disadvantaged Business Enterprises

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

# 6.10 Acceptance-Rejection

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

Proposals MUST be date and time stamped by the soliciting Clerk’s office on or before the date and time that the proposal is due.

# 6.11 Payment Terms and Invoicing

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

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

A good faith dispute creates an exception to prompt payment.

# 6.12 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.

# 6.13 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.

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

6.13.2 PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

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

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

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



# 7.0 SAMPLE CONTRACT

#### PROFESSIONAL SERVICES CONTRACT

 **THIS PROFESSIONAL SERVICES CONTRACT** is made and entered into by and between the City of Yakima, a Washington municipal corporation (hereinafter the "City"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, a \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ corporation (hereinafter the "Contractor").

**WHEREAS**, the City of Yakima requires professional services related to insurance brokerage services for Property & Casualty Broker and Risk Management Services for the City of Yakima;

 **WHEREAS**, the Contractor represents that it has the expertise necessary and is willing to perform the professional services required by the City in accordance with the terms and conditions of this Contract;

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

##### Section 1.  Statement of Work

* 1. The minimum services that the Contractor will provide include:
1. Market and advise the City on its insurance coverage;
2. Prepare claims reports when requested by the City;
3. Provide risk management services, including but not limited to review of vendor certificates of insurance to meet contract requirements; advise on wording for insurance requirements and the amounts of appropriate insurance coverage in City contracts; and training for City personnel as required.

1.2 Contractor shall provide the services and staff described in the text of the Professional Services Contract, including the services described in Exhibit “A”, which is incorporated herein by this reference. The services are included within the base fee. The Professional Services Contract and Exhibit “A” are referred to herein as the “Contract.” The Contract specifies the working relationship between the City and the Contractor, and specific obligations of both parties.

1.3 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:

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

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

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

In case of conflict or ambiguity, the documents shall have the following priority for the purpose of interpreting the terms, covenants, conditions, or duties therein: This Agreement, the 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.

1.3 Except as otherwise specifically provided in this Contract, Contractor shall furnish the following, all as the same may be required to perform the services described in paragraph 1.1 in accordance with this Contract: personnel, labor and supervision; and technical, professional and other services. All such services, property and other items furnished or required to be furnished, together with all other obligations performed or required to be performed, by Contractor under this Contract are sometime collectively referred to in this Contract as the “Services.”

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

##### Section 2.  Period of Performance

2.1 The period of performance under this Contract will be three (3) years, commencing on September 1, 2014, and continuing through August 31, 2017. An additional extension of two (2) years may be offered, at the option of the City, making the total contract term five (5) years, to August 31, 2019. In the event the City elects to extend the Contract for an additional two-year (2-year) term, the City shall provide written notice to the Contractor at least ninety (90) days prior to the end of the initial three-year (3-year) Contract period, or on or before June 2, 2017. The City’s option to extend the Contract for an additional two-year (2-year) term is subject to a mutually satisfactory agreement between the parties on the value of the services during the additional two-year (2-year) period, and is further subject to approval by the City Council at a City Council business meeting if the compensation is more than $\_\_\_\_\_\_\_\_\_\_\_\_\_\_ in either year of the two-year (2-year) extension. If the annual compensation of $\_\_\_\_\_\_\_\_\_\_\_\_\_ remains the same or less for the additional two-year (2-year) term, then the City Manager has the authority to sign the two-year (2-year) extension without the specific approval of the City Council at a business meeting.

##### Section 3.  Compensation

3.1 As full compensation for satisfactory performance of the Services, City shall pay Contractor \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_\_) for the first year of the Contract, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_) for the second year of the Contract, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Dollars ($\_\_\_\_\_\_\_\_\_\_\_) for the third year of the Contract. At the end of this term, the parties may extend this Contract under terms and conditions then agreed. The three-year term of the Contract is subject to an option to extend for two (2) additional years if the City and Contractor can reach a mutually satisfactory agreement on the value of the services for the additional two-year (2-year) period and as provided in Section 2.1 above.

3.2 Each annual fee shall be paid by the City to Contractor in three installments, in four-month intervals. The three invoices that will be submitted each year by Contractor to the City of Yakima will be submitted on or about January 1, May 1, and September 1 of each year. The first invoice for the first year of the Contract will be submitted on or about January 1, 2015.

3.3 City of Yakima shall pay each of Contractor’s invoices within thirty (30) days after the City’s receipt and verification thereof; provided, however, that all such payments are expressly conditioned upon Contractor providing services hereunder that are satisfactory to the City.

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

##### Section 4.  Performance by Contractor

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

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

4.2 Contractor shall at all times be an independent contractor and not an agent or representative of the City with regard to performance of the Services. Contractor shall not represent that it is, nor hold itself out as, an agent or representative of the City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of the City.

4.3 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.

4.4 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.

##### Section 5.  Compliance with Laws

5.1 Contractor shall comply with all applicable 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 City 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.

##### Section 6.  Taxes and Assessments

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

##### Section 7.  Nondiscrimination Provision

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

##### Section 8.  Inspection: Examination of Records

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

8.2 Contractor shall promptly furnish the City with such information which is 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, Contractor shall 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 of this Contract.

##### Section 9.  Property and Confidential Information

9.1 Contractor shall not, without the prior written consent of the City, disclose to third parties, other than insurance companies for placement purposes, any information received in connection with the Services unless:

(a) information is known to Contractor prior to receiving the same directly or indirectly in connection with the Services;

(b) information is in the public domain at the time of disclosure by Contractor; or

(c) information is received by Contractor from a third party who does not have an obligation to keep the same confidential.

##### Section 10.  Indemnification and Hold Harmless

10.1 Contractor agrees to protect, defend, indemnify, and hold harmless the City, its elected officials, officers, employees and agents from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all judgments, awards, costs and expenses (including reasonable attorneys' fees and disbursements) 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 the Contractor, its officers, employees, agents, and/or subcontractors, arising out of the performance of this Contract.

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

##### Section 11.  Insurance Provided by Contractor

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

11.2 Commercial Liability Insurance. Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of commercial liability insurance with a minimum liability limit of Five Million Dollars ($5,000,000.00) per occurrence combined single limit bodily injury and property damage, and Five Million Dollars ($5,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City of Yakima, its elected officials, officers, agents, and employees shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected officials, officers, agents, and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A‑VII or higher in Best’s Guide and admitted in the State of Washington.

11.3 Commercial Automobile Liability Insurance. Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as proof of commercial automobile liability insurance with a minimum liability limit of Five Million Dollars ($5,000,000.00) per occurrence combined single limit bodily injury and property damage. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the City of Yakima, its elected officials, officers, agents, and employees shall be named as additional insureds for such higher limits. Automobile liability will apply to “Any Auto” and be shown on the certificate. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The policy shall name the City of Yakima, its elected officials, officers, agents, and employees as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best’s Guide and admitted in the State of Washington.

11.4 Professional Liability Insurance. Before this Contract is fully executed by the parties, Contractor shall provide the City with a certificate of insurance as evidence of Professional Errors and Omissions Liability Insurance with coverage of at least Fifteen Million Dollars ($15,000,000.00) per occurrence and an annual aggregate limit of at least Fifteen Million Dollars ($15,000,000.00). The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company rated A-VII or higher in Best’s Guide. If the policy is on a claims made basis, the retroactive date of the insurance policy shall be on or before the inception date of the Contract, or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Contract and for a minimum of three (3) years following the termination of this Contract.

##### Section 12.  Changes

12.1 The City may, at any time by written notice thereof to Contractor, make changes in the Services within the general scope of this Contract (including, but not limited to, additions to or deletions from any Services, suspension of performance and changes and location of performance).

12.2 If any change under paragraph 12.1 causes a significant increase or decrease in the cost of the time required for performance of the Services, an equitable adjustment in the compensation and schedules under this Contract shall be negotiated to reflect such increase or decrease, and this Contract shall be modified in writing accordingly. Such equitable adjustment shall constitute full compensation to Contractor for such change. If any change under paragraph 12.1 results in a decrease in the Services to be performed, Contractor shall not be entitled to anticipated profit on Services not performed and the loss of anticipated profit shall not reduce the decrease in compensation under this Contract resulting from such exchange. Further, Contractor shall not be entitled to any reallocation of cost, profit or overhead.

12.3 Notwithstanding any dispute or delay in arriving at a mutually acceptable equitable adjustment under paragraph 12.2, Contractor shall immediately proceed with performance of the Services as changed pursuant to paragraph 12.1. If Contractor intends to assert a claim for equitable adjustment under paragraph 12.2, Contractor must, within sixty (60) days after Contractor’s receipt of any notice under paragraph 12.1 that does not set forth an acceptable adjustment, submit to the City a written statement of the basis and nature of the adjustment claimed. Contractor shall not be entitled to any adjustment unless such written statement is submitted by Contractor to the City within the applicable period.

##### Section 13.  Termination

13.1 The City may, by giving the Contractor sixty (60) calendar days written notice of termination, terminate this Contract as to all or any portion of the Services not then performed, whether or not Contractor is in breach or default, and with or without cause. Upon receipt of any such notice of termination, Contractor shall, except as otherwise directed by the City, immediately stop performance of the Services to the extent specified in such notice. Contractor shall have the same termination rights as the City in Section 13.

13.2 In the event of termination pursuant to paragraph 13.1, an equitable adjustment shall be made in the compensation payable to Contractor under this Contract, provided that such compensation as so adjusted shall in no event exceed a percentage of the total compensation otherwise payable under this Contract equal to the percentage of the Services satisfactorily completed at the time of termination. Further, Contractor shall not be entitled to any reallocation of cost, profit or overhead. Contractor shall not in any event be entitled to anticipated profit on Services not performed on account of such termination. Contractor shall use its best efforts to minimize the compensation payable under this Contract in the event of such termination.

13.3 If the City purports to terminate or cancel all or any part of this Contract for Contractor’s breach or default when Contractor is not in breach or default which would permit such termination or cancellation, such termination or cancellation shall be deemed to have been a termination by the City pursuant to paragraph 13.1 and the rights of the parties shall be determined accordingly.

##### Section 14.  Miscellaneous

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

14.2 No Conflict of Interest. Contractor represents that it or its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Contract.

14.3 No Insurance. It is understood that the City does not maintain liability insurance for Contractor and/or its employees.

14.4 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.

14.5 Integration. This written document constitutes the entire agreement between the City and Contractor. There are no other oral or written Contracts between the parties as to the subjects covered herein. No changes or additions to this Contract shall be valid or binding upon either party unless such change or addition be in writing and executed by both parties.

14.6 Notices. Unless stated otherwise herein, all notices and demands shall be in writing and sent or hand delivered to the parties to their addresses as follows:

|  |  |  |  |
| --- | --- | --- | --- |
| TO CITY: | Cindy Epperson, Finance & Budget Director | AND TO: | Helen A. HarveySenior Assistant City Attorney |
|  | City of Yakima Finance DepartmentCity Hall – First Floor129 North Second StreetYakima, WA 98901 | City of Yakima Legal Department200 South Third StreetYakima, WA 98901 |
| TO CONTRACTOR: |  |

or to such other addresses as the parties may hereafter designate in writing. Notices and/or demands shall be sent by registered or certified mail, postage prepaid, or hand delivered. Such notices shall be deemed effective when hand delivered at the addresses specified above, or three (3) days after the date of mailing to the addresses specified above.

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

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

|  |  |
| --- | --- |
| CITY OF YAKIMABy\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Tony O’Rourke, City ManagerDate:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ATTEST:By\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ City Clerk | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**By**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ [Insert Name and Title]Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

STATE OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 ) ss.

COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_)

 I hereby certify that I know or have satisfactory evidence that \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ is the person who appeared before me, and said person acknowledged that he signed this instrument, and on oath stated that he was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2014.

 Print Name:

NOTARY PUBLIC in and for the State of

Washington, residing at

 My appointment expires:

**EXHIBIT A**

**TO PROFESSIONAL SERVICES CONTACT**

All services will be provided by the Contractor, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_. In addition to the services in Section 1.1 of the Contract, services included within the base fee shall include the following:

1. **Brokerage Services.**
2. Exposure Identification and Evaluation
3. Insurance Program Audit (The Review of Existing Insurance Policies to Determine Adequacy of Coverage, Adequacy of Limits, Appropriate Deductible/Retention Levels, Significant Restrictions in Coverage, the Existence of Warranties, Concurrency of Coverage, Duplications or Gaps in Coverage, Suitability of Forms, Financial Stability of Insurers and Insurer Service Capability)
4. Insurance Program Design (The Drafting of Insurance Policy Specifications to Address Exposures to Loss Confronting Client)
5. Property, Casualty and Marine Marketing of Coverages and Related Services:
6. The Preparation of Appropriately Detailed Coverage Specifications
7. The Submission of Specifications to Selected Markets/Vendors
8. The Negotiation of Coverage and Pricing at Decision Making Level
9. The Evaluation of Alternatives in Accordance with Client Determined Priorities
10. The Preparation of Presentation and Recommendations to Client
11. The Verification of all Requested New and Renewal Policy Terms, Conditions, Rates and Premiums
12. The Verification of Insurance Company Audit Calculations if Applicable
13. The Allocation of Premiums and Premium Adjustments
14. The Review of Client’s Contracts (Indemnification Agreements and Insurance Requirements)
15. Certificate of Insurance Review for Compliance
16. The Monitoring of Insurance Company Services
17. The Monitoring of Insurer Security
18. Insurance Company Liaison Activities (Troubleshooting)
19. Day-To-Day Insurance/Risk Management Advice and Counsel
20. The Preparation of Insurance Certificates
21. The Preparation of Insurance Data for Client’s Audits
22. The Maintenance of Client Service Records
23. Annual Service Planning
24. In Depth Annual Account Reviews
25. Annual Stewardship Reports
26. Provide a Certificate of Insurance Tracking Program
27. **Risk Management Services.**
28. Analysis of Pools and Self-Insurance Plan
29. Periodic Evaluation of Loss Data with Appropriate Action Recommendations
30. Monitoring of Insurance Company or Independent Risk Control Services
31. Review and Negotiation of Insurer Fire Protection Engineering Recommendations
32. Assistance in Selecting Insurance Company/Independent Risk Control Service Providers
33. Day-to-Day Advice and Counsel on Risk Control Related Matters
34. Boiler and Machinery Surveys—Monitoring Carrier Services
35. Training to City Personnel on Insurance Coverage Issues and Obtaining Proper Certificates of Liability Insurance
36. Provide “Summit Training” Web-Based Safety and Compliance Training Tool accessible from City offices
37. **Claims Management Services.**
38. The Monitoring of Insurance Company or Independent Claims Services
39. The Resolution of Coverage Questions/Disputes in a Timely and Amicable Fashion
40. Assistance in Locating Qualified Defense Counsel when Special Expertise/Technical Experience is Required such as on Insurance Coverage Issues
41. Day-to-Day Advice and Counsel on Claims Related Matters
42. Evaluating Insurance Company or Vendor Service Performance
43. Assistance in Preparation of Claims Reports for City Council if requested

# 8.0 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, my 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 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 city?  | Yes: |  | No: |  |
| *Please explain* |  |
| **COMPLIANCE** |
|  |  |  |  |  |
| Within the previous five years, has your firm or any of its owners, partners, or officers been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.*  | Yes: |  | No: |  |
| *Please explain* |  |
|  |
| License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had a license suspended by a licensing agency or been found to have violated licensing laws?  | Yes: |  | No: |  |
| *Please explain* |  |
|  |
| **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. |  |
|  |
|  |  |
|  |  |
|  |  |
|  |
|  |
| **2) Company** **Name** |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |
|  |
|  |  |
|  |  |
|  |  |
|  |
|  |
| **3) Company** **Name** |  |
|  |
| Address (include Zip + 4) |  |
|  |
| Contact Person |  | Phone No. |  |
|  |
|  |  |
|  |  |
|  |  |

# 9.0 E-VERIFY

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

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

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

E-Verify Compliance Declaration

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

1. By submitting this Declaration, I certify that I do not and will not, during the performance of this contract, employ illegal alien workers, or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.

I agree to enroll in E-Verify prior to the start date of any contract issued by the City of Yakima to ensure that my workforce is legal to work in the United States of America. I agree to use E-Verify for all newly hired employees during the length of the contract.

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

I acknowledge that the City of Yakima reserves the right to require evidence of enrollment of the E-Verify program at any time and that non-compliance could lead to suspension of this contract.

Firm Name:

Dated this day of , 20 .

Signature:

Printed Name:

Address:

Phone #: Email Address:

# 10.0 HISTORICAL USAGE

|  |  |  |
| --- | --- | --- |
| **CITY OF YAKIMA** |  |  |
|  |  |  |
| **YEAR** | **2014-15** | **2013-14** |
| Property | $359,527 | $318,571 |
|  |  |  |
| Boiler & Machinery | Included | Included |
|  |  |  |
| Blanket Faithful Performance Bond | Included | Included |
|  |  |  |
| Director of Finance & Budget Bond | Included | Included |
|  |  |  |
| Treasurer Bond - P. Ilene Thomson | 3yr prepaid | 3yr prepaid |
|  |  |  |
| Self-Insurers' Pension Bond | $5,168 | $5,168 |
|  |  |  |
| Permit Bond (State of Washington) | $200 | $200 |
|  |  |  |
| Excess Workers Compensation | $65,047 | $68,322 |
|  |  |  |
| Liability | TBD | $935,200 |
|  |  |  |
| WSTIP (Transit - Auto - Public Officials) | $185,294 | $211,929 |
|  |  |  |
| UGST-Pollution Liability (fuel storage tanks) | $5,494 | $6,969 |
|  |  |  |
| DOT - Permit Bond | $200 | $200 |
|  |  |  |
| Yakima Air Terminal (Airport Liability) | $13,445 | $17,627 |
| Yakima Air Terminal (Tail) | N/A | $2,824 |
|  |  |  |
| Yakima Valley Trolleys (GL) | TBD | $2,027 |
| Yakima Valley Trolleys (D&O) | $550 | N/A |
|   |  |  |
| **TOTAL PREMIUM** | **$634,925** | **$1,569,037** |