



REQUEST FOR PROPOSAL

NUMBER 11006P

for:

Armed Security Guard Services for Police/Municipal Court Building



**Located at: 200 South 3rd Street
YAKIMA, WASHINGTON 98901**

**Instructions To Proposers, Proposal Forms,
Business Questionnaire, Agreement,
And Other Proposal Documents**

January 2010

NOTICE TO PROPOSERS

RFP NO. 11006P

Notice is hereby given by the undersigned that sealed proposals will be accepted in the office of the Yakima City Clerk, Yakima City Hall, 129 No. 2nd Street, Yakima, Washington, 98901 until the hour of 2:00 p.m., March 8th, 2010, for:

Armed Security Guard Services

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

Complete sets of proposal documents, including proposal forms may be obtained by requesting same from the City of Yakima Purchasing Division, 129 No. 2nd St., Yakima, Wa. 98901.

This advertisement does not constitute any offer on the part of the City; rather it is placed only in order to solicit proposals. Minority Vendors are encouraged to submit a proposal. The City of Yakima reserves the right to reject any and all proposals.

Dated this _____ day of _____, 2010.

(Seal)

Susan Knotts
Buyer II

Publish on February 21st, and February 22nd, 2010

Charge Account No. 10948

PROPOSAL NO. 11006P
Armed Security Guard Services

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REQUEST FOR PROPOSAL NO. 11006P
Armed Security Guard Services

A. PROPOSAL CONIDITIONS

1. The City of Yakima (the "Owner") is the Owner of the Yakima Police Department/Municipal Court Building (the "facility") and shall grant the right to operate Armed Security Guard Services to the Successful Proposer (the "Proposer").
2. The Proposer shall complete and submit one (1) original and four (4) copies of the proposal documents.
 - a. To be considered, sealed proposals must be received by mail or in person at the City Clerk's Office, Yakima City Hall, 129 No. 2nd St., Yakima, WA. 98901 in a sealed envelope, not later than 2:00 p.m. Yakima time on March 8, 2010.
 - b. The Proposer(s) shall identify his proposal on the outside of the envelope by writing the words:
**"Proposal No. 11006P - Do Not Open -
Armed Security Guard Services
2:00 p.m., March 8, 2010"**
3. Questions regarding any aspect of the proposal documents shall be directed in writing to:

Susan Knotts, Buyer II
City of Yakima
129 No. 2nd Street
Yakima, WA 98901

4. Content of Proposals

- a. In selecting a Security Guard Service company, studied consideration will be given to the contents of Proposals. Proposers should describe in great detail how they propose to meet the Specifications attached herein, including, but not limited to:
 - 1) Describe background in operational expertise in Armed Security Guard Services.
 - 2) Explaining how your company proposes to perform the service. Describe how your company will provide for personnel back up during breaks, scheduling, etc. Explain how your company is structured.
 - 3) Outline your company's hiring requirements.

- 4) Financial capability to perform the contract parallel to the goals and requirements of the Owner.
 - 5) Any other information the Proposer believes will be helpful to the Owner in making a selection.
- b. Detail and comprehensiveness of the Proposals are important to the Owner and will be considered in making the selection.

5. Acceptance of Proposals

Proposals shall remain open for acceptance and be irrevocable for a period of ninety (90) calendar days from the proposal opening date. The Owner reserves the right to reject any or all proposals and to award the contract in its entirety, or in part, whichever in its opinion best services the interests of the City. The Owner will review the overall qualifications and business proposals of the Proposers and, in its judgment, select the best qualified and most responsive Proposer. After submission of a Proposal, and before acceptance of any Proposal by the Owner, the Owner may request, and Proposer shall furnish, such additional information related to the Proposer as the Owner may reasonably request.

6. Right to Reject/Accept

The City of Yakima reserves the right to reject any or all proposals or accept any presented which meet or exceed these specifications, and which would be in the best interest of the City and will not necessarily be bound to accept the low proposal.

7. Points Not addressed

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

8. Award of Contract

- a. After receipt and review of the proposals, the Owner reserves the right to interview and ask additional questions. The Owner reserves the right to negotiate, amend, or change the final contract through a bilateral "contract modification" at any time.
- b. In the event that the successful Proposer does not execute the contract as herein required, the award of the contract may then be made to another Proposer or the Owner may decide to call for new proposals.

9. Expenses in Preparation of Proposals

The Owner will not be responsible for, nor pay for, any expenses incurred by the Proposer in the preparation of the proposal.

10. Examining Documents

The Proposer will be deemed to have studied and examined all facilities and all relevant documents before proposing.

11. Proposal Documents

Proposal documents may be obtained from the City of Yakima Purchasing Division at 129 No. 2nd Street, Yakima, Washington, 98901. Phone No. 509-575-6093.

12. Interpretation of Documents

All questions during the Proposal period will be in written form (or emailed to sknotts@ci.yakima.wa.us). Any such Addendum(s) will be mailed, emailed or faxed to each person receiving a set of proposal documents. Questions shall be mailed to the City of Yakima Buyer II, as listed on page 4 of this document. No verbal rulings or interpretations will be held binding upon the Owner. Such written questions will become part of the proposal documents and receipt thereof by the Proposer shall be acknowledged in the Proposal Form.

B. SPECIFICATION INFORMATION

1. General Scope

The Owner will award to the best qualified, responsive, and responsible Proposer a contract to provide Armed Security Guard Services at the Yakima Police Department/Municipal Court Building. Uniformed security guard(s) will control pedestrian access to the Facility including the Yakima Police Department, Municipal Courts, and the Legal Department, operate the security screening post located within the building's front lobby area. The screening post's equipment may include; an x-ray machine, a magnetometer and a hand-held metal detector. Additionally, screening staff will provide physical "hand checks" of purses, briefcases, and other containers. All individuals entering the Facility must pass through the security screening post. Two guards are needed to staff the screening post and to perform additional duties in accordance with the schedules and specifications as noted in the following section. This coverage will generally be Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding legal holidays.

2. Staffing

Vendor must provide two uniformed, armed security officers to staff the security screening station in the front lobby area. In addition, vendor must provide back-up and break support and coordinate with Court Administrator to ensure proper coverage is maintained. Replacement personnel must be provided by vendor to cover vacations and sick days. There must be no less than two individuals on duty at all times during the Court's normal business hours.

3. Hours

The screening station must be staffed for the hours of 8 a.m. to 5 p.m., Monday through Friday, excluding legal holidays. The vendor must also provide coverage in order to sweep the Court and lobby and test all security equipment prior to the start of the business day (7:45a.m.). Overtime will be necessary on an as needed basis to provide coverage if courtrooms and lobby areas are not clear at the close of business. Assigned security officers will lock/unlock appropriate doors at 8 a.m. and 5 p.m. Upon award of contract, selected Vendor must provide written post orders within 5 working days to Court Administrator for approval. Post orders must provide detailed instructions to assigned security officers and on-site supervisor as to their duties, responsibilities and hours worked.

4. Holidays

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

5. Uniforms and Security

- a. Vendor shall supply and pay for distinctive clean, neat appearing uniforms for his employees and require them to be worn while working on City premises. Uniforms shall consist of, but not be limited to, approved uniform slacks, shirts, shoes, hats, jackets, badges, whistles, name tags and related supplies. All shirts, jackets, or coats shall display the Vendor's name and logo. Uniforms shall be distinctly different from those worn by Yakima Police Officers.

Weapons shall be police duty type semi automatic pistols carried in a black leather or nylon police style duty belt. Firearms shall be secured in a holster which has at a minimum at least one security retention strap.

- b. Each employee shall wear an identification tag or bar pin displaying his/her name, at all times. This tag or bar pin shall be provided and paid for by the Vendor
- c. Please provide the name, date of birth, race, sex, and last known address of each of your employees to Owners personnel. Initial background checks must be performed within thirty days of award of contract and reports given to the City Representative at that time. Checks on any new employees hired during the term of the contract must be performed immediately and reports given to the City Representative as soon as they are available.
- d. If keys are issued to the Vendor, and a fee will be charged to the Vendor for the loss of any keys or the cost of changing of locks as the result of any loss of keys or misuse of keys by Vendor's personnel. The sole discretion, regarding changing the locks, rests with the Facilities Management Director, or designee.

- e. Vendor will be responsible for acting in accordance with the City's security guidelines while on the premises.

6. Break/Storage Room

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

7. Penalties

Hours not worked will be deducted from monthly payments if these hours are persistent. Deduction for hours not worked does not constitute a waiver of the specifications or acceptance of the conditions or performance.

8. Defaults by Vendor

The Vendor may be declared in default and may be terminated by the City with seven days notice for any one of the following reasons:

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

9. Equipment

The Vendor will supply their own hand-held radios to security officers for communication as required. Vendor will supply police style semi automatic pistols, holsters, and police style duty belt.

10. Permit, Licensing, and Bond

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Security officers must have Washington State Armed Security Guard license
Vendor must supply proof of licensing and bonding for itself and its employees; including all firearm permits and proof of certification.

11. Cost

Vendor will provide one price for the contract, which will include all of the costs associated with this agreement, including but not limited to training, testing and equipment. Vendor must inform the City as to the hourly rate of pay for the on-site

security officer assigned to the Facility including straight time bill rate and wage rate, overtime and holiday bill rate and wage rate.

C. QUALIFICATIONS

1. Proposers Qualifications

- a. Vendor must have current or recent verifiable contractual experience, which required similar security screening services. Security officers must have at least one year of verifiable experience in security screening and related equipment operations within a court or similar security screening environment. In order to qualify for the award of the contract, Proposers should meet the following minimum qualifications. Further, the qualifications as set forth herein are designed to establish experience criteria with which the Proposer demonstrates his capability to operate Armed Security Guard Services in the Facility. The Owner will be particularly interested in reviewing the following proposal information:
- 1) Evidence in the form of answers to the enclosed business questionnaire or additional evidence.
 - 2) Evidence that the Proposer has experience in providing Armed Security Guard Services, citing the number of years and the locations at which such operations have been conducted.
 - 3) Of critical importance in the evaluation of proposers will be the ability to provide resident experienced, Armed Security Guards to insure a quality program satisfactory to the Owner.
 - 4) If available, literature, brochures, etc., describing the operation(s) of the firm and such other material(s) that may be useful in determining the service experience and reputation for quality and cooperation of the Proposer.
 - 5) Proposer must submit a detailed use plan for the Facility. This plan should outline how the Proposer plans to operate the Security Guard Service.
 - 6) Security Guards bi-lingual in Spanish will be preferred.
 - 7) Security Guards must understand that they are representing the City of Yakima while at their post and, as such, conduct themselves in a courteous and professional manner while performing their duties. The City retains the right to remove any guard who does not meet the proper standards for customer service and performance.

- 8) Must be able to perceive color used for visual alarm by a metal detector or on/off switch.
 - 9) Must be able to read labels, identification badges, credentials and etc.
 - 10) Must be able to reach all parts of a person's body with one hand.
 - 11) Must follow the operating procedures set forth by the City.
 - 12) Must pass a drug test within 15 days of commencement of work at the City, with proof supplied to the City.
 - 13) Must undergo a 5-year criminal history background check, with such information to be supplied to the City.
 - 14) Must be able to lift 15 pounds.
 - 15) Must be able to open latches, zippers, screw caps and be able to feel contents of a bag.
 - 16) Must be able to demonstrate ability to operate equipment in a safe and proper manner prior to being assigned to the Court.
 - 17) Must be able to move quickly if necessary.
 - 18) Must be able to stay on their feet for a majority of the shift.
 - 19) Must have adequate reading and writing skills.
 - 20) Ability to positively interact with the public.
 - 21) Ability to communicate effectively, verbally and in writing.
 - 22) Must be eligible to lawfully possess a firearm in Washington State.
 - 23) Must have a Washington State Armed Security Guard Certification.
2. The Owner may require such other information as deemed necessary to ascertain the qualifications of a Proposer.
 3. All proposal submissions are based upon an understanding and commitment to the above goals and objectives.
 4. The decision of the Owner and the staff as to the acceptable qualifications of the Proposer shall be final and binding without any right of appeal.

D. EVALUATION CRITERIA

An evaluation committee will evaluate and rank each offer based on the following criteria. Offers shall be reviewed on the information received in the written response. The decision on the panel shall be final and conclusive.

EXPERIENCE IN SECURITY (POLICE/COURTS)	45 points
OVERALL COST OF THE SERVICES PROVIDED	35 points
REFERENCES	10 points
RESPONSIVENESS TO THE PROPOSAL	<u>10 points</u>
TOTAL	100 points

E. PRICE ADJUSTMENTS

Price adjustments will only be reviewed during contract renewal.

F. SUBMISSION

1. Submission of a Proposal shall constitute agreement by the Proposer to the terms incorporated in this "Request for Proposals", which agreement, in the case of the "Successful Proposer," shall remain in effect during the life of the Armed Security Guard Services Agreement.
2. If the Proposer desires to make changes in the agreement (Schedule D) prior to submitting his proposal, Proposer shall provide a copy of Schedule D, as a separate document, with what the proposed changes are written on it. Included in this document shall be documentation as to why Proposer feels these changes would be beneficial.
3. Proposers must submit with their proposals the required business questionnaire including a written statement attesting that the firm will provide all required services to the Owner if selected for this contract.
4. Proposers Checklist
The Proposers attention is especially called to the following items, which must be included or addressed in the proposal:
 - a. One (1) original and four (4) copies of the Proposal.
 - b. Identify outside of sealed envelope, per page 4, paragraph A, 3.
 - c. Submit Proposal by 2:00 p.m., March 8, 2010 to City Clerk’s Office.

- d. A detailed plan, describing how your organization proposes to meet the Specifications for Armed Security Guard Services for the Facility.
 - e. Literature, Brochures, etc.
 - f. A written statement attesting that the firm will provide all required services to the Owner.
 - g. A resolution from your Board of Directors, if applicable, approving or authorizing a designated agent to bind the corporation.
 - h. Personnel Inventory Form.
 - i. Schedule "A", Proposal Form (don't forget to notate any received addendum)
 - j. Schedule "B", Proposal Price Form (don't forget to notate any received addendum)
 - k. Schedule "C", Business Questionnaire
5. By signing this proposal, each Proposer certifies under penalties of perjury that its proposal is in all respects bona fide, fair and made without collusion or fraud with any other person.
 6. It shall be the responsibility of proposers to thoroughly familiarize themselves with the provisions of these specifications and the Facility. The Owner is not required to give consideration to any claim of misunderstanding.
 7. OSHA Guidelines
The contractor shall be familiar with and operate within the guidelines set forth by the Occupational Safety and Health Act
 8. The Owner reserves the right to reject any and all proposals and to waive any irregularities or informalities with respect to any proposal.
 9. The final contract with the successful Proposer will be drawn by the City of Yakima and may contain such other provisions as are deemed necessary to protect the Owner's interests therein. A copy of the proposed Armed Security Guard Services Agreement is attached as Schedule "D".
 10. The Proposer agrees to abide by the rules and regulations as prescribed herein and as prescribed by the Owner as the same now exists or may hereafter from time to time be changed in writing.
 11. Non-discrimination
During the performance of this Agreement, the Operator shall not discriminate on the basis of race, creed, color, national origin, religion, marital status, age, or the presence of

any sensory, mental, or physical disability. This non-discrimination provision shall include, but not be limited to, the following:

- a. The benefits or services provided by the Operator at the Facility;
- b. The rules, regulations, and/or practices established by the Operator for use of the Facility;
- c. The employment practice of the Operator at the Facility, including but not limited to employment, promotion, demotion, transfer, recruitment, advertising, layoff, termination, rates of pay, compensation, and selection for training.

12. Should any question arise as to the proper interpretation of the terms and conditions of these specifications, the decisions of the duly designated representative of the Owner shall be final without any right of appeal.

G. WITHDRAWING OF PROPOSALS

At any time prior to the hour and date set for the opening of proposals, a Proposer may withdraw his proposal, however, this will not preclude the submission of another proposal by such Proposer prior to 2:00 p.m., March 8, 2010.

H. SPECIAL INSTRUCTIONS TO CORPORATE PROPOSERS

1. Corporate Resolution

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

2. Foreign (non-Washington) Corporations

Although the Owner does not require foreign corporate proposers to qualify in the City of Yakima and the State of Washington prior to submitting a proposal, it is specifically understood and agreed that any such corporation will promptly take all necessary measures to become authorized to conduct business in Washington, at their own expense, upon the written request of the Owner without regard to whether such corporation is actually awarded the contract, and, in the event that the award is made, prior to conducting any business in the State.

NON-COLLUSION DECLARATION

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

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

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

SCHEDULE "B"

**CITY OF YAKIMA
PROPOSAL PRICE FORM
FOR
ARMED SECURITY GUARD SERVICE**

DATE SUBMITTED: _____

TO: The Purchasing Manager of the City of Yakima

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

Schedule A – REGULAR HOURS

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

\$ _____
HOURLY

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

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

\$ _____
HOURLY

SERVICE TO START WITHIN _____ CALENDAR DAYS AFTER RECEIPT OF AWARD
AND PURCHASE ORDER.

Does your firm have a location/office/facility in the City of Yakima? YES _____ NO _____

Proposers shall carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quotation may be grounds to reject that quotation.

SCHEDULE "C"

Request for Proposal No. 11006P
BUSINESS QUESTIONNAIRE

for:

ARMED SECURITY GUARD SERVICES
YAKIMA POLICE DEPARTMENT/MUNICIPAL COURT FACILITY

INSTRUCTIONS:

Proposer must present evidence that they are fully competent and have the necessary experience and financial resources to fulfill the conditions of the Armed Security Guard Services Agreement. To provide the Owner with information on these points, proposers must submit, as part of their proposals, information stipulated in this questionnaire.

Failure to submit this Business Questionnaire with all questions completely answered may disqualify the Proposer, in accordance with conditions stipulated in the "Instructions to Proposers." Proposers shall use separate sheets of paper for responses requiring more space than provided, however, the length for each response shall be limited to one side of one sheet per question. The information in this Business Questionnaire will be held confidential.

Minimum Financial and Experience Requirements:

The Proposer submitting this proposal warrants that said Proposer has the following qualifications:

1. That the Proposer has been in continuous existence for a period of the past three (3) years, or more.
2. That the principal Proposer or its parent company can satisfy all requirements as noted under Proposers Qualifications in the Instructions to Proposers Section of this package. Additional information should be attached to this Business Questionnaire as Addendum information.
3. Number of year's experience of the Proposer making this proposal has in Armed Security Guard Services.

SERVICE PERFORMED AT:

YEARS OF EXPERIENCE

4. Give the names and locations of places of the above mentioned agencies, together with the dates of operation (attach additional pages as necessary):

<u>Type of Operation:</u>	<u>Name:</u>	<u>Location:</u>	<u>Dates:</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

5. Have any contracts for the operation of Armed Security Guard Services, etc., held by your organization ever been canceled?

Yes *No*

If yes, explain in detail these circumstances on separate sheets of paper.

6. Bank References:

<u>Bank:</u>	<u>Address:</u>
_____	_____
_____	_____

7. Proposer should list qualifications that enable Proposer to provide Armed Security Guard Services at the Facility.

SCHEDULE “D”

A G R E E M E N T

For:

ARMED SECURITY GUARD SERVICES

for:

PROPOSAL NO. 11006P

YAKIMA POLICE DEPARTMENT/MUNICIPAL COURT BUILDING

YAKIMA, WASHINGTON

SCHEDULE D

ARMED SECURITY GUARD SERVICES AGREEMENT

THIS AGREEMENT is made and entered into by and between the City of Yakima, a Washington municipal corporation (hereinafter "City"), and _____
_____ (hereinafter "Operator").

WITNESSETH:

WHEREAS, the City is the owner of the Yakima Police Department - Legal Center Building (hereinafter "Facility"), which is located at 200 South 3rd Street, Yakima, WA 98901.

WHEREAS, the parties to this Agreement desire that armed security guard services be set up at the Facility in accordance with the provisions, terms, and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. Scope of Services. Operator shall provide armed security guard services associated with the physical safety of city employees and visitors to the Facility, including but not limited to, the operation of metal detection equipment at the entrance of the Facility; conduction of visual and physical searches of persons, briefcases, and other carrying cases entering the Facility for weapons and other unauthorized items; immediately reporting security breaches or suspicious or unusual circumstances; preparing incident reports; and assisting members of the public by answering questions in a courteous manner.

2. Term of Agreement. Unless terminated in accordance with Section 22, the term of this Agreement shall be for a period of one (1) year, commencing _____, 2010; provided, however, that City may, at its option, extend this Agreement for four (4) additional one (1) year periods, for a total of five (5) years. The City Manager has the authority and is authorized to extend this Agreement through the City Manager's execution of up to four one-year Extension Agreements pursuant to this Section, and any such Extension Agreement does not have to be approved by a City Council Resolution.

3. Incorporation of Operator's Proposal. Except to the extent that it conflicts or is inconsistent with this Agreement, the Operator's Proposal, dated _____, including all of Operator's representations, conditions and obligations, submitted to the City on _____ in order to obtain award of this Agreement, is incorporated

herein by this reference. Any inconsistencies or conflicts between the Operator's Proposal and this Agreement shall be resolved in favor of the Agreement terms, conditions, obligations and language. A copy of said Proposal is attached hereto as Exhibit "A" (hereafter "Proposal").

4. **Compensation.** Operator shall be compensated as set forth in Schedule "B" of Operator's Proposal. On or by the tenth day of each month during the term of this Agreement, Operator shall submit a monthly invoice to the City evidencing all services provided during the preceding month. The City shall make payment to Consultant within thirty (30) calendar days upon receipt of the invoice. All payments are expressly conditioned upon Operator providing services that are satisfactory to the City.

In the event either party terminates this Agreement early pursuant to Section 22, Operator shall be compensated on a pro-rata basis for all satisfactory services provided to the City under this Agreement up to the effective termination date.

5. **Utilities.** City shall pay all charges for water, heat, light, power, and any other utilities that may be required or used by Operator in the Facility during the term of this Agreement.

6. **Taxes and Assessments.** Operator shall be solely responsible for compensating its employees and for paying all related taxes, deductions, and assessments, including but not limited to, federal income tax, FICA, social security tax, assessments for unemployment and industrial injury, and other deductions from income which may be required by law or assessed against either party as a result of this Agreement. In the event the City is assessed a tax or assessment as a result of this Agreement, Operator shall pay the same before it becomes due.

7. **Independent Contractor Status of Operator.** Operator and the City understand and expressly agree that Operator is an independent contractor in the performance of each and every part of this Agreement. Operator, as an independent contractor, assumes the entire responsibility for carrying out and accomplishing the services required under this Agreement. Additionally, and as an independent contractor, Operator and its employees shall make no claim of City employment nor shall claim against the City any related employment benefits, social security, and/or retirement benefits. Nothing contained herein shall be interpreted as creating a relationship of servant, employee, partnership or agency between Operator or any officer, employee or agent of Operator and the City.

8. **Maintenance of Records, Annual Report and Inspections.**

a. Operator shall maintain accounts and records, including personnel, property, financial, and program records, and such other records as the City may

deem necessary to ensure proper accounting for all project funds and compliance with this Agreement, including a system of internal controls and accounting systems which conform to generally accepted accounting principles and auditing standards.

b. All such records and documents shall be retained by Operator shall be available for inspection, audit and copying by City representatives and/or appropriate federal/state officials during the term of this Agreement and for a period of three (3) years following the termination of this Agreement.

9. **Access and Inspection.** The City shall have the right at all times to access and inspect all locations within the Facility, including the break room used by Operator staff.

10. **Warranty.** Operator warrants that all services provided hereunder shall be furnished in a manner consistent with industry standards and the level of professional skill generally acceptable in the industry with regard to the service of this kind.

11. **Property Care.** Operator will be responsible for the proper custody and care of all City-owned property furnished for Operator's use in connection with the performance of this Agreement, including but not limited to, metal detection equipment. Operator will reimburse the City for any loss or damage, normal wear and tear excepted. Operator shall also be responsible for the proper possession, use, and maintenance of all personal property retained by Operator during the performance of armed security guard services pursuant to this Agreement.

12. **Non-discrimination.** During the performance of this Agreement, Operator shall not discriminate in violation of any applicable federal, state and/or local law or regulation on the basis of age, race, 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 Agreement. This non-discrimination provision shall include, but not be limited to, the following:

- a. The benefits or services provided by the Operator at the Facility;
- b. The rules, regulations, and/or practices established by the Operator for use of the Facility.

Operator shall furnish all information, evidence, documents and reports required by the City to substantiate compliance with this non-discrimination clause.

13. Conflict of Interest. Operator represents that it and its employees do not have any interest and shall not hereafter acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of this Agreement. Operator further covenants that it will not hire anyone or any entity having such a conflict of interest during the performance of this Agreement.

14. Compliance with Applicable Laws. Operator shall provide armed security guard services in accordance with all applicable statutes, laws, regulations, and ordinances and shall not allow the Facility to be used for any unlawful purposes. Operator shall not commit any waste on the Facility property nor damage same nor permit waste or damage by others.

15. No City Insurance. It is understood the City does not maintain liability insurance for Operator or for its employees, agents, officers and subcontractors.

16. Insurance Requirements. Operator shall maintain, for the duration of this Agreement, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of work hereunder by Operator, its agents, representatives, or employees. Maintenance of the insurance required by this Agreement is a material element of this contract and changes in the required coverage or cancellation of the coverage shall constitute a breach of this Agreement by Operator. If the City is damaged by the failure of Operator to maintain the below insurance or to so notify the City, then Operator shall bear all costs attributable thereto. If requested, Operator shall provide the City with a complete copy of the policy.

a. **Commercial General Liability Insurance.** Before this Agreement is fully executed by the parties, Operator shall provide the City with a certificate of insurance as proof of general liability insurance, or a combination of commercial liability and umbrella liability, with a total minimum liability limit of Three Million Dollars (\$3,000,000.00) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract, or the general aggregate limit shall be twice the required occurrence limit. The 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 Agreement. The policy shall name the City of Yakima, its elected officials, officers, agents, employees, and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of "but failure to mail such notice shall impose no obligation or liability of

any kind upon the company” shall be crossed out and initialed by the insurance agent.) The policy shall be primary insurance as respects the City, its elected officials, officers, agents, employees, and volunteers. 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 or a licensed surplus lines insurance company in the State of Washington.

b. Professional Errors and Omissions Liability Insurance. Before this Agreement is fully executed by the parties, Operator shall provide the City with a certificate of insurance as evidence of Professional Errors and Omissions Liability Insurance, or a combination of commercial liability and umbrella liability, with a total minimum liability limit of coverage of at least Three Million Dollars (\$3,000,000.00) per occurrence and an annual aggregate limit of at least Three Million Dollars (\$3,000,000.00). The certificate shall clearly state who the provider is, the amount of coverage, the policy number, and when the policy and provisions provided are in effect. The insurance shall be with an insurance company rated A-VII or higher in Best’s Guide. If the policy is on a claims made basis, the retroactive date of the insurance policy shall be on or before the inception date of this Agreement as defined in Section 2 of this Agreement above; or shall provide full prior acts. The insurance coverage shall remain in effect during the term of this Agreement and for a minimum of three (3) years following the termination of this Agreement.

c. Commercial Automobile Liability Insurance.

1. If Operator owns any vehicles, before this Agreement is fully executed by the parties, Operator shall provide the City with a certificate of insurance as proof of commercial automobile liability insurance and commercial umbrella liability insurance with a total minimum liability limit of Three Million Dollars (\$3,000,000.00) per occurrence combined single limit bodily injury and property damage. Automobile liability will apply to “Any Auto” and be shown on the certificate.
2. If Operator does not own any vehicles, only “Non-owned and Hired Automobile Liability” will be required and may added to the commercial liability coverage at the same limits as required in that section of this Agreement, which is Section 16a entitled “Commercial General Liability Insurance”.
3. Under either situation described above in Section 16.c.1 and Section 16.c.2, the required certificate of insurance shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Agreement. The policy shall name the City of Yakima, its elected officials, officers, agents, employees, and volunteers as additional insured, and shall

contain a clause that the insurer will not cancel or change the insurance without first giving the City thirty (30) calendar days prior written notice (any language in the clause to the effect of “but failure to mail such notice shall impose no obligation or liability of any kind upon the company” shall be crossed out and initialed by the insurance agent). The insurance shall be with an insurance company or companies rated A-VII or higher in Best’s Guide and admitted in the State of Washington.

17. Fidelity bond – employee dishonesty. The Operator will show proof of providing a fidelity bond in a form acceptable to the City of Yakima in the amount of Fifty Thousand Dollars (\$50,000) to reimburse City for any damages incurred as result of dishonesty, burglary, theft, fraud or destruction of property committed by employees of the Operator. Coverage must apply to all personnel of the Operator, including subsidiaries. Coverage must be provided for losses sustained by the Operator or its clients resulting from fraudulent or dishonest acts committed by employees of the Operator, acting alone or in collusion with others. Said bond or insurance shall remain in effect during the term of this Agreement

18. Indemnity.

a. Operator agrees to protect, defend, indemnify, and hold harmless the City, its officers, elected officials, agents, employees, and volunteers from any and all claims, demands, losses, liens, liabilities, penalties, fines, lawsuits, and other proceedings and all costs of every kind and nature whatsoever, including without limitation, judgments, awards, court costs, investigative fees and expenses, and reasonable attorneys' fees and disbursements arising out of or in connection with the performance or non-performance of this Agreement. Operator waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the City and its officers, principals, agents, or employees.

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

c. This Section of the Agreement shall survive the term or expiration of this Agreement and shall be binding on the parties to this Agreement.

19. Assignment. This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by Operator to any other person or entity.

20. Severability.

a. If a court of competent jurisdiction holds any part, term or provision of this Agreement to be illegal, or invalid in whole or in part, the validity of the remaining provisions shall not be affected, and the parties’ rights and obligations shall be

24. **Integration and Supersession.** This Agreement sets forth all of the terms, conditions, and agreements of the parties relative to the subject matter hereof and supersedes any and all such former agreements which are hereby declared terminated and of no further force and effect upon the execution and delivery hereof. There are no terms, conditions, or agreements with respect thereto, except as herein provided and no amendment or modification of this Agreement shall be effective unless reduced to writing and executed by the parties.

25. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

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

CITY OF YAKIMA

OPERATOR

By: _____
R. A. Zais, Jr.,
City Manager

By: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

ATTEST:

City Clerk
City Contract No. _____

Resolution No. _____