

Grant County Office of The Board of County Commissioners

P O Box 37 Ephrata WA 98823 (509) 754-2011

REQUEST FOR QUALIFICATIONS (Page 1) GRANT COUNTY, WASHINGTON GRANT COUNTY EPHRATA DISTRICT COURT SECURITY SERVICES

August 7, 2013

Grant County, Washington, by and through the Board of County Commissioners, is seeking to contract with a qualified individual or agency for the provision of security services at the Ephrata District Court premises located in and around the Courthouse at 35 C Street, NW, in Ephrata, Washington. Grant County is an equal opportunity employer and this invitation extends to all qualifying individuals/companies, including those that are minority and woman-owned.

Scope of Work

The contract's general purpose will be to provide guard service to be stationed at the Ephrata District Court premises located in and around the Grant County Courthouse at 35 C Street NW in Ephrata, Washington, which will incorporate:

- (1) A term of early September, 2013 through December 31, 2013;
- (2) The authority of Grant County to create an addendum to the Professional Services Agreement to extend the term to December 31, 2014, should it so desire, upon successful implementation of the initial term;
- (3) The provision of guard service on dates and times as requested and determined by the County, with recognition that scheduled hours for guard service may vary depending on the County's needs and hours of guard service, being determined at the sole discretion of the County; and
- (4) That stationary guard services include screening individuals through a walk-through metal detector and wanding.

RFQ Submittal Requirements

Submittals must:

Include a Letter of Interest;

Richard Stevens District 1 Carolann Swartz District 2 Cindy Carter District 3

REQUEST FOR QUALIFICATIONS (Page 2) GRANT COUNTY, WASHINGTON GRANT COUNTY EPHRATA DISTRICT COURT SECURITY SERVICES

- (2) Be 15 pages or less, not including the Letter of Interest (conciseness is preferred as is double-sided copying);
- (3) Include the name, phone number, e-mail address, and resume of the individual/agency's primary contact;
- (4) Include the name, mailing address, phone number, fax number, and resume of the agency/individual;
- (5) List the agency and/or individual experience on similar types of contracts;
- (6) Include examples of the individual's/agency's ability to successfully implement courtroom security;
- (7) Include the names and contact information of three (3) references from similar contracts the individual/agency has provided stationary guard security services for;
- (8) Identify the general "home base" location of the individuals providing the stationary guard service, as proximity to the County worksite is an important aspect of this service;
- (9) Be comprised of one (1) original and three (3) copies in a sealed envelope clearly marked with the project title "GRANT COUNTY EPHRATA DISTRICT COURT SECURITY SERVICES";
- (10) Be received by mail, recognized carrier, or hand delivered on or before 4:30 p.m. on Tuesday, August 20, 2013 to:

June Strickler, Administrative Services Coordinator Grant County Commissioners' Office PO Box 37 / 35 C Street NW Ephrata, WA 98823

Submittals must **not**:

- (1) Be late; or
- (2) Be submitted via e-mail or facsimile.

RFQ Submittal Opening

RFQ submittals will be opened on Tuesday, August 20th at 4:35 p.m. in the Commissioners lobby located on the 2nd floor of the Grant County Courthouse at 35 C Street NW in Ephrata, Washington.

REQUEST FOR QUALIFICATIONS (Page 3) GRANT COUNTY, WASHINGTON GRANT COUNTY EPHRATA DISTRICT COURT SECURITY SERVICES

Please note that costs of preparation of the submittal will be borne by the submitting individual/agency.

The selection process and contract expectations follow, comprising pages 4-6 of this RFQ packet.

Should you have any questions about the submittal process, please contact me at (509) 754-2011 ext. 637 or *via* e-mail at jstrickler@co.grant.wa.us.

Thank you in advance for your courtesies.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

June Strickler

Administrative Services Coordinator

cc: Board of County Commissioners

Barb Smith, District Court Administrator

REQUEST FOR QUALIFICATIONS (Page 4) GRANT COUNTY, WASHINGTON GRANT COUNTY EPHRATA DISTRICT COURT SECURITY SERVICES

SELECTION PROCESS AND CONTRACT EXPECTATIONS

- 1. Selection of a qualified individual/agency will be made by a County Selection Committee. Grant County reserves to right to require a meeting between the Selection Committee and one or more representatives from the selected individual/agency prior to the award of a contractual agreement to be signed by the individual/agency and the Board of County Commissioners.
- 2. This request does not constitute an offer of employment or to contract for services.
- 3. The County reserves the option to reject any or all submittals, wholly or in part, received by reason of this request.
- 4. The County reserves the option to retain all submittals, whether selected or rejected. Once received by the County, the submittals and any supplemental documents become the property of the County.
- 5. The County reserves the right to award the contract to the individual/agency that presents the submittal which, in the judgment of the Selection Committee, best accomplishes the desired results.
- 6. Selection will be made on the basis of the submittals as received. The Selection Committee may deem it necessary to interview responders. The County retains the right to interview responders as part of the selection process.
- 7. Members of the Selection Committee are not to be contacted by the responders regarding this contract opportunity; however, they may contact the County's Administrative Services Coordinator at the location listed in Item #2 hereinabove, or at (509) 754-2011 ext. 637 for qualifications submittal and submittal opening questions.

UNDERSTANDING OF AND APPROACH TO THE CONTRACT

1. Scheduling and Compensation

- a. Grant County will provide the guard service provider with a monthly schedule fifteen (15) days prior to a service month; and
- b. The County will pay the guard service provider a flat rate of Seventeen and No/100 Dollars (\$17.00) per hour per unarmed officer, with a billing allowance for required travel, if necessary, at the prevailing state-mandated travel mileage rate.

REQUEST FOR QUALIFICATIONS (Page 5) GRANT COUNTY, WASHINGTON GRANT COUNTY EPHRATA DISTRICT COURT SECURITY SERVICES

2. Contractor Status and Supervision

- a. The selected individual/agency (hereafter "agency") will be an independent contractor and not an agent, employee, or servant of the County;
- Security officers provided by the agency are not agents, employees or servants
 of the County and shall not, under any circumstances, be entitled to any County
 benefits including, but not limited to, medical, dental, or other insurance
 benefits, fringe benefits, or any other rights or privileges afforded to County
 employees;
- c. The selected agency shall have and maintain complete responsibility and control over all of its subcontractors, employees, agents, and representatives;
- d. Additional language pertaining to the selected agency's independent contractor status will be included within the Professional Services Agreement;
- e. The selected agency shall be responsible for supervising its security officers;
- f. Security services to be performed shall be in conformity with written operating procedures established by the agency, which must include that the agency will provide a cellular telephone for use by the on-duty officer; and
- g. Additional language pertaining to the supervision requirements of the agency will be included within the Professional Services Agreement.

2. Insurance

a. Prior to final signatures on the contract, the agency shall provide the County's Administrative Services Coordinator with proof of professional liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$1,000,000 in the aggregate for personal injury, bodily injury and property damage.

b. Indemnification

The agency shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, and that arise out of or are made in connection with the acts or omissions relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees.

REQUEST FOR QUALIFICATIONS (Page 6) GRANT COUNTY, WASHINGTON GRANT COUNTY EPHRATA DISTRICT COURT SECURITY SERVICES

However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission, by the agency, or its agents, employees, or other independent contractors directly responsible to agency including, but not limited to the following:

- b.1 Violation of statute, ordinance, or regulation;
- b.2 Willful, intentional or other wrongful acts, or failures to act;
- b.3 Negligence or recklessness;
- b.4 Furnishing of defective or dangerous products;
- b.5 Premises liability;
- b.6 Strict Liability;
- b.7 Violation of civil rights; and/or
- b.8 Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, Washington State Board of Tax Appeals or any other Washington public entity responsible for collecting payroll taxes, when the agency/firm is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained within the Professional Services Agreement are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from the Professional Services Agreement and the remaining language shall be given full force and effect.

The successful agency will enter into a Professional Services Agreement with Grant County with a period of performance from the date of Board of County Commissioner signature (anticipated in early September, 2013) through December 31, 2013. As referenced on Page 1 of this RFQ Packet, Grant County is authorized to create an addendum to the Professional Services Agreement to extend the term to December 31, 2014, should it so desire, upon successful implementation of the initial term. The successful agency will be responsible to administer and/or ensure that all requirements set forth within the above Scope of Work and contract requirements are met.