



Request for Proposal

RFP # 1723 for a

Diversity Training Consultant

Date issued: October 2, 2008

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1. INTRODUCTION

1(A) Background

The City of Lynnwood is located in South Snohomish County approximately 15 miles north of Seattle and 12 miles south of Everett. Lynnwood serves as the primary business center of south Snohomish County. The City of Lynnwood has a population of 35,230 and encompasses almost eight miles in Snohomish County. A mayor-council form of government administers the City with seven elected Council members and an elected Mayor. The City's approximately 370 regular full-time employees and 135 part-time employees provide an array of services including police, fire protection, emergency medical services, water distribution, sewage collection and treatment, street construction and maintenance, and parks and recreational facilities including a pool, a senior center, and a golf course. The City also has a Municipal Court and a jail facility that provide services locally and to other governmental agencies.

At present, the City's makeup is that of an older suburb. We have experienced relatively low overall population growth in recent years but constant expansion in our large and regionally significant commercial sector. In the past few years, Lynnwood's population has become quite diverse and, based upon current trends, is likely to become more so. At present, for example, the City is experiencing an influx of both families and businesses from Korea. The City is also considering annexations which have the potential to nearly double its population.

The primary focus of this diversity effort is to equip our staff with the knowledge, understanding, strategies and techniques they need to provide quality services to a diverse community.

Elected Officials:

<u>Mayor</u>	Don Gough
<u>Council Members</u>	Loren Simmonds, President
	Ted Hikel
	Ruth Ross
	Jim Smith
	Mark Smith
	Lisa Utter
	Stephanie Wright

The Mayor directs all City operations. The City's address is 19100 44th Avenue West, P.O. Box 5008, Lynnwood WA 98046-5008.

The City has ten (10) central departments: Fire; Police; Human Resources; Public Works; Municipal Court; Economic Development; Administrative Services; Parks, Recreation and Cultural Arts; Community Development and Community Affairs.

For more information about the City of Lynnwood, visit <http://www.ci.lynnwood.wa.us>.

1(B) RFP Purpose and Scope Summary

The City of Lynnwood is seeking a consultant to deliver training to City employees on workplace diversity issues.

The selected consultant(s) will prepare and conduct workplace diversity training for approximately 370 City employees. The consultant will meet with a group of supervisors and employees in advance of the training to discuss issues relating to diversity which face Lynnwood employees. The consultant will use this information to develop and customize the training for Lynnwood. The training must be completed within six (6) months of acceptance of proposal and contract execution.

1(C) RFP Cover Sheet

CITY OF LYNNWOOD RFP No. 1723 Diversity Training Consultant Response Cover Sheet

	Yes	No
Has your company operated at least 1 year without interruption?	<input type="checkbox"/>	<input type="checkbox"/>
Has an owner of your company been convicted of a crime within the past 10 years?	<input type="checkbox"/>	<input type="checkbox"/>
Does any employee or official of the City have any financial or other interest in your firm?	<input type="checkbox"/>	<input type="checkbox"/>
If selected, do you agree to execute a contract essentially the same in form as the sample contract attached as Section 7?	<input type="checkbox"/>	<input type="checkbox"/>
Does your company maintain insurance in amounts specified by City contract? (if no, this does not necessarily eliminate vendor from submittal):	<input type="checkbox"/>	<input type="checkbox"/>
If no, describe differences: _____		
Are there any claims pending against this insurance policy?	<input type="checkbox"/>	<input type="checkbox"/>
If yes, describe: _____		
Does your company maintain Professional Liability Insurance?	<input type="checkbox"/>	<input type="checkbox"/>
Has your company been in bankruptcy, reorganization or receivership in the last five years?	<input type="checkbox"/>	<input type="checkbox"/>
Has your company been disqualified by any public agency from participation in public contracts?	<input type="checkbox"/>	<input type="checkbox"/>
Is your company licensed to do business in the State of Washington?	<input type="checkbox"/>	<input type="checkbox"/>

Undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this requirement.

The undersigned hereby accepts the terms and conditions as set forth herein. The undersigned hereby accepts the terms and conditions as set forth herein. This page must be signed and dated by the vendor's representative who is legally authorized to contractually bind the vendor.

FULL LEGAL NAME OF
COMPANY _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)
 Sole Proprietorship Limited Liability Company

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME _____ TITLE _____
(PLEASE PRINT)

SIGNED _____ DATE _____

LYNNWOOD BUSINESS LICENSE _____

1(D) RFP No Response Form

<p>CITY OF LYNNWOOD RFP No. 1723 Diversity Training Consultant No Bid Form</p>

Dear Prospective Vendor:

If you decide not to submit a response to this RFP, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a bid in response to this solicitation: _____

FULL LEGAL NAME OF COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

Thank you for your assistance. Please mail or fax this document to:

City of Lynnwood
 Purchasing Division
 Attn: Larry O'Connor, C.P.M.
 PO Box 5008
 Lynnwood, WA 98046-5008
 Fax: (425) 778-5632

2. RFP instructions and information

2(A) RFP Timeline

Day/Date	Description
Thursday, October 2, 2008	Advertisement announcing RFP placed in Everett Herald and Daily Journal of Commerce. Announcement of RFP placed on City of Lynnwood website. RFPs available to vendors.
Friday, October 10, 2008	MANDATORY Vendors' conference to be held from 12:30 p.m. to 2:30 p.m. at City of Lynnwood Utilities Maintenance Center, 20525 60 th Avenue West, Lynnwood, WA 98036.
Wednesday, October 15, 2008	Written answers to applicable questions posed at vendors' conference distributed to all known vendors.
Tuesday, October 21, 2008 2:00 p.m.	RFP responses due at City of Lynnwood Utilities Maintenance Center, 20525 60 th Avenue West, Lynnwood, WA 98036.
Friday, October 24, 2008	Vendors' responses will be analyzed and scored by the evaluation team. The total score will factor heavily into the City's decision as to which vendors will be considered finalists.
Monday, October 27, 2008	A decision is made as to which vendors will be named finalists. All vendors will be notified of the City's decision.
Tuesday, October 28, 2008	Finalists' references may be contacted at the City of Lynnwood's discretion.
Thursday, October 30, 2008	Finalist vendor presentations at the City of Lynnwood Utilities Maintenance Center, 20525 60 th Avenue West, Lynnwood, WA 98036. Specific presentation times will be announced.
Monday, November 3, 2008	Award to apparent successful vendor is made subject to successful negotiation of terms and conditions. Notice of award to apparent successful vendor posted on website.
Wednesday, November 5, 2008	Contract negotiations begin.
Tuesday, November 18, 2008	Development, implementation plans begun.

2(B) Selection and Evaluation Team

Mayor and City Council	Stakeholders
Robin Hall, Human Resources Director	Team Leader
Paul Krauss, Community Development Director	Team Member
Emily Yim, Community Affairs Director	Team Member
Lori Charles, Human Resources Technician	Team Member
Larry O'Connor, C.P.M., Buyer, Purchasing and Contracts	Team Member / RFP Contact

2(C) RFP Contact

Larry O'Connor, C.P.M.	Buyer, Purchasing and Contracts	19100 44 th Avenue West Lynwood, WA 98036 PO Box 5008 Lynnwood, WA 98046-5008 Phone: 425.670.5168 Fax: 425.778.5632
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2(D) RFP Evaluation Criteria

An evaluation team composed of the members of the Selection and Evaluation Team listed in Section 2(B) and others will evaluate the RFP responses received from each vendor. Prior to the selection of the award to the apparent successful vendor, the City of Lynnwood reserves the right to conduct on-site visits of any vendors' facilities and/or require any vendor to participate in a presentation to the evaluation team (and others) of the items contained in the RFP response and any other items deemed appropriate by the City of Lynnwood.

If an award is made as a result of this RFP, it shall be awarded to the vendor whose proposal is most advantageous to the City with price and other factors including, but not limited to, responses to the RFP questions; demonstrated technical ability and expertise; financial stability; reference calls and/or recommendations; memberships, licenses, ISO certifications or any other applicable membership or certifications; presentations to the City evaluation team and others (if applicable); on-site visits at vendor's site (if applicable), product samples which the City may, at its discretion, request as part of the RFP process; any additional criteria deemed appropriate by the City which would lend itself to establishing the Service Provider's viability to perform the work as outlined in this RFP.

When determining whether a vendor is responsible, or when evaluating a vendor's proposal, the following factors will be considered, any one of which will suffice to determine if a vendor is either not a responsible vendor or if the vendor's proposal is not the most advantageous to the City:

1. The ability, capacity and skill of the vendor to perform the contract or provide the service required.
2. The character, integrity, reputation, judgment, experience and efficiency of the vendor.
3. Whether the vendor can perform the contract within the time specified.
4. The quality of performance of previous public and private contracts or services, including, but not limited to, the vendor's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a vendor shall be deemed to be such a failure.
5. The previous and existing compliance by the vendor with laws relating to the contract or services.
6. Evidence of collusion with any other vendor, in which case colluding vendors will be restricted from submitting further bids on the subject project or future tenders.
7. The vendor is not qualified for the work or to the full extent of the RFP.
8. There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
9. The vendor failed to settle bills for labor or materials on past or current public or private contracts.

10. The vendor has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
11. The vendor has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Vendors shall affirmatively disclose to the City all such convictions, especially of management personnel or the vendor as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
12. More likely than not, the vendor will be unable, financially or otherwise, to perform the work.
13. At the time of RFP opening, the vendor is not authorized to do business in Washington State, is not registered as a contractor in Washington, or otherwise lacks a necessary license, registration or permit.
14. Such other information as may be secured having a bearing on the decision to award the contract.
15. Any other reason deemed proper by the City.
16. Candidates will be evaluated on the basis of both the firm(s) and individual team members':
 - Experience and expertise relevant to this type of training
 - Experience on similar training projects with other Washington State communities, and
 - Creativity in achieving the goals of the training.

2(E) Notices and Response Criteria

2(E) 1 Good Faith

This RFP has been compiled in good faith. The information contained within is selective and subject to the City's updating, expansion, revision and amendment.

2(E) 2 Right to Cancel

The City reserves the right to change any aspect of, terminate, or delay this RFP, the RFP process and/or the program which is outlined within this RFP at any time, and notice shall be given in a timely manner thereafter.

2(E) 3 Not an Award

Recipients of this RFP are advised that nothing stated herein, or any part thereof, or any communication during the evaluation and selection process, shall be construed as constituting; offering or awarding a contract, representation or agreement of any kind between the City and any other party, save for a formal written contract, properly executed by both parties.

2(E) 4 Property of the City

Responses to this RFP will become the property of the City, and will form the basis of negotiations of an agreement between the City and the apparent successful vendor.

2(E) 5 City not Liable for Costs

The City is not liable and will not be responsible for any costs incurred by any vendor(s) for the preparation and delivery of the RFP responses, nor will the City be liable for any costs incurred prior to the execution of an agreement, including but not limited to, presentations by RFP finalists to the City.

2(E) 6 City's Expectations

During the review of this document, please note the City's emphasis on the expectations, qualities, and requirements necessary to be positioned as an RFP finalist and successful vendor.

2(E) 7 Waiver of Minor Administrative Irregularities

The City reserves the right, at its sole discretion, to waive minor administrative irregularities contained in any proposal.

2(E) 8 Single Response

A single response to the RFP may be deemed a failure of competition, and in the best interest of the City, the RFP may be cancelled.

2(E) 9 Proposal Rejection; No Obligation to Buy

The City reserves the right to reject any or all proposals at any time without penalty. The City reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the City to purchase. The City may elect to proceed further with this project by interviewing firm(s) well-suited to this project, conducting site visits or proceeding with an award.

2(E) 10 Withdrawal of Proposals

Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the RFP Contact. The vendor may submit another proposal at any time up to the proposal closing date and time.

2(E) 11 Non-Endorsement

As a result of the selection of a vendor to supply products and/or services to the City is neither endorsing nor suggesting that the vendor's product is the best or only solution. The vendor agrees to make no reference to the City in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City.

2(E) 12 Proprietary Proposal Material

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire proposal as proprietary will be neither accepted nor honored. If a request is made to view a vendor's proposal, the City will comply according to the Open Public Records Act, chapter 42.17 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

2(E) 13 Errors in Proposal

The City will not be liable for any errors in vendor proposals. Vendors will not be allowed to alter proposal documents after the deadline for proposal submission.

The City reserves the right to make corrections or amendments due to errors identified in proposals by the City or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their proposals.

If, after the opening and tabulation of proposals, a vendor claims error and requests to be relieved of award, s/he will be required to promptly present certified work sheets. The RFP contact will review the work sheets and if the RFP contact is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the vendor may be relieved his/her proposal.

After opening and reading proposals, the City will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between a price per unit and the extended amount of any proposal item, the price per unit will control. The City will use the total of extensions, corrected where necessary.

2(E) 14 Bid Bond

A bid bond is not required.

2(E) 15 Performance Bond

A performance bond is not required.

2(E) 16 Response Information

Information regarding this Request for Proposals, including any addenda, is available at www.ci.lynnwood.wa.us (see Purchasing, or contact Larry O'Connor at (425) 670.5168 or e-mail loconnor@ci.lynnwood.wa.us).

2(F) Non-Collusion Certification

<p style="text-align: center;">City of Lynnwood RFP No. 1723 Diversity Training Consultant</p>

NON-COLLUSION CERTIFICATION

I certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed vendor has not divulged to nor discussed or compared his/her proposal with other vendors and has not colluded with any other vendor or parties to proposal whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials and/or services. Any such violation will result in the cancellation of any resultant contract and/or return of material as applicable.

Company Name: _____

Mailing Address: _____

City-State-Zip: _____

Date: _____

Authorized Signature: _____
(written)

Authorized Signature: _____
(typed/printed)

Title: _____

3. CONSULTANT SCOPE OF SERVICES

Prepare and deliver appropriate diversity training sessions of 3-4 hours duration for approximately 370 employees covering all relevant aspects of diversity applicable to a municipal government setting.

- Sessions should be designed to accommodate 20-25 students each.
- Format should include a variety of video, lecture and interactive student material.
- Sessions should conclude with an assessment or validation of students' learning.
- Audio-visual equipment support and classroom space will be provided.

The Consultant is required to submit the following information describing how the training seminar will be approached and presented:

- Course objectives and expected results
- Course outline identifying the key teaching points and time frames
- Description of course delivery methods
- Sample teaching aids and handouts
- Recommended audience
- Recommended course prerequisites
- Recommended course length to thoroughly address the topic
- Minimum and maximum number of participants in each session

4. QUESTIONS

Please type your responses in the text box underneath each question (***the text box will expand to fit any size response***). The parenthetical numbers (letters) are provided as a courtesy so that the Scope of Work paragraph, if applicable, can be referenced.

4(A) Scope Questions

1. **Describe the methods you have used to train employees on how to deliver and increase customer service to a diverse clientele with various ethnic and cultural backgrounds.”**

2. How do you recognize different ways in which someone may be insensitive, inappropriate or offensive to individuals?

3. Describe your philosophy of cultural competence and what steps you recommend for employers to take to ensure their employees maintain cultural competence.

4. **Discuss bias, stereotypes and prejudice and describe how your training addresses these challenges in a work environment.”]**

5. How do you demonstrate and teach techniques to reduce conflicts on diverse teams?

6. Discuss your ideas for encouraging creativity, flexibility, and innovation from a diverse mix of peers.

7. What are your methods of sharing one’s own perspective to those of diverse backgrounds?

8. .

4(B) Required Qualifications

Consultants must have extensive successful experience delivering employee training. In addition, they should have experience with a broad range of diversity issues (beyond race and ethnicity), be flexible in their training approach, and have a strong grasp of organizational change issues.

Statements of interest/qualification for this project should include, but not necessarily be limited to, the following:

1. Give a brief narrative describing your firm and/or team and the overall vision that would shape this project.

2. What is the background and qualifications of specific staff likely to work on this project?

3. Describe the relevant experience of your firm and staff.

4. Give examples of similar work performed for other urban areas and related outcomes in Washington State communities.

4(C) Training

1. Describe your training plan.

2. How many training sessions do you recommend?

3. How many people in each session – minimum and maximum?

4. How long will the training sessions be?

5. Where will the training sessions take place our facility or yours?

6. Will there be video or on-line supplemental training?

7. How will the training of new employees who come on board after the initial training or retraining of existing employees be handled?

4(D) Single Point of Responsibility/Accountability

1. The City's expectation is to have a single point of contact, i.e. a single point of authority and a single contracting entity for this project. This is of a critical nature for this RFP; a contract will NOT be awarded to a vendor who does not have this single point of accountability. Indicate below your understanding and compliance with this requirement.

4(E) General Questions

1. Do you meet our business size requirements? We prefer not to represent more than 30% of any vendor's total revenue.

2. How many years has your company been in business? How long have you been providing corporate training services? What is your company's primary line of business?

3. Provide a brief overview of your company (furnish your business philosophy, mission statement, management structure, organization chart, etc.).

4. How many employees do you have? What is the total years' experience your employees have in this profession; what is the average?

5. State the type of ownership of your company. Give the State and date of your incorporation if applicable. List headquarters and regional / full-service office locations, and website address.

6. Provide the key contact name, title, address, telephone and fax numbers. Also identify the person(s) authorized to contractually bind the organization. Provide resumes for owners and key sales personnel.

7. Please indicate any relevant professional organizations to which you belong.

8. Please attach your audited annual reports or certified financial statements for the past three (3) years. Include your auditor's certifying opinion on the financial statements.

9. Are you willing to share these financial reports with us on an ongoing basis to allow us to verify your fiscal stability?

10. Please provide credit references to demonstrate your company's future viability. Please include your Dun & Bradstreet number (D-U-N-S number).

11. Please provide status of any current or pending litigation against your company that might affect your ability to deliver the services that you offer.

12. Do you anticipate that your company will be acquired in the foreseeable future? Is your company planning to acquire any other companies? If yes, please provide the names of the companies and the nature of the business.

13. Include names of three (3) current customers (title and phone numbers) that have had training services similar to that described in this RFP and a letter of recommendation from each.

14. Please include reference names of former customers, if any, (title and phone numbers) and the reasons for disengagement of your services.

15. What type of insurance coverage do you carry? Describe the amount of coverage.

16. Describe any other value-added services your company is capable of providing.

4(F) SUMMARY

Explain in one page or less how your solution will differentiate you from other vendors and why we should choose you as our successful vendor. List the unique features that give your company a competitive edge in this industry.

5. TRAINING COSTS AND EXPENSES

5(A) Training Services – Provide detailed training costs:

Item	Description	Quantity /hours	Unit Price	Total Price
1	Per Class			
2	Per Student			
3	Retraining Costs			
4				
5	Vendor may add additional lines as needed			

5(B) Reimbursable Expenses (including Travel)

Alternate A: This contract includes all costs.

OR

Alternate B: This contract includes the following reimbursable expenses which will be reimbursed at cost:

Type of Expense	Maximum \$\$ Per Item	Cumulative \$\$ Maximum
Parking		
Meals		
Travel		

5(C) Other

Vendor must list below **any and all** charges, expenses, and/or costs to be incurred by the City that are not otherwise included in this section. Failure to specifically and thoroughly enumerate such items may be a cause for disqualification.

SAMPLE CONTRACT**6. SAMPLE CONTRACT**

CITY OF LYNNWOOD
Contract #1723
Diversity Training Consultant

This Contract, dated effective _____, is made and entered into between Lynnwood of Lynnwood ("Lynnwood"), and _____, ("Contractor")

Business Name:
Contract Name:
Business Address:
Phone:
FAX:
E-Mail:
FID/SSN#:

Whereas the purpose of this contract is _____;

Whereas Contractor was selected using the following process _____ and approved by Council on _____;

NOW THEREFORE, in consideration of the terms, conditions, covenants and performance of the scope of work contained herein, or as attached and incorporated and made a part hereof, Lynnwood and the Contractor mutually agrees as follows:

1. Scope of Work.

Contractor shall provide all supplies, equipment and services, according to the schedule prescribed. The materials shall be provided and orders completed according to the time schedule contained in this Contract.

The Contract shall, at all times, be subject to inspection by and with the approval of Lynnwood, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Contract, notwithstanding Lynnwood's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery.

2. Term of Contract.

The term of this contract shall commence on the date of execution by the parties to this Contract, and shall terminate no later than _____. The Contractor shall deliver supplies, equipment or services, according to the attached "Scope of Work" and contract documents, upon receipt of a Purchase Order or other notice from Lynnwood to proceed. Such delivery or work shall proceed and be completed according to the time schedule contained in this Contract.

Established completion times shall not be extended because of any unwarranted delays for which the Contractor is responsible, but may be extended by Lynnwood because of delays caused by governmental action or other conditions beyond the control of the Contractor. During the progress of the Contractor's work, the Contractor may adjust the workforce to meet the schedule but time adjustments may be made only upon prior written approval by Lynnwood.

Delays significantly affecting the completion of the work within the time specified for the completion, attributable to any cause by the parties hereto shall be considered as cause for the termination of this Contract by the other party.

Supplies or equipment shall be delivered as provided for in the attached specifications.

Liquidated Damages: If delivery is not completed within the time specified, the Contractor agrees to pay Lynnwood the sum _____ for each day the contract remains uncompleted after the expiration of the specified time as liquidated damages. Said sum is fixed and agreed upon by the parties

because of the impracticability and extreme difficulty of fixing and ascertaining the actual damages Lynnwood would sustain in the event of non-completion within the specified time.

3. Compensation.

Lynnwood promises and agrees to employ, and does employ, Contractor to provide the Supplies or Equipment provided for in this Contract according to the specifications contained herein. Lynnwood agrees to pay Contractor according to the payment schedule below (or as attached). Said payment schedule includes any applicable sales or use tax. Such payment shall be in full compensation for the service performed or the equipment/supplies provided, and for all supervision, labor, supplies, materials, equipment or use thereof, and for all other expenses and incidentals, necessary to provide the supplies and equipment specified.

Total compensation payable to Contractor for satisfactory delivery of specified supplies and/or equipment under this Contract is a maximum of \$_____ (yearly), or as specified in the Attachments, unless otherwise authorized by Lynnwood in writing.

Contractor shall submit invoices for the compensation payable under this Contract for the supplies or equipment provided Lynnwood. Each Contractor invoice shall set forth a detailed description of the supplies and equipment provided. Invoices shall be submitted to the following. Questions regarding invoices may be directed to Accounts Payable (425-670-6672):

City of Lynnwood
Attention:
PO Box 5008
Lynnwood, WA 98046-5008

Any additional supplies or equipment provided by the Contractor that exceeds that which is provided for within this contract instrument must have prior written approval of Lynnwood.

Pricing adjustments shall be made only as specified in the incorporated Attachments, or if not otherwise stated, according to the Terms and Conditions contained within this Contract.

4. Section has been intentionally deleted

5. Insurance.

Contractor shall provide the following coverage as a requirement of the Contract:

Worker's Compensation and Employer's Liability Coverage: coverage or insurance in accordance with the applicable laws related to worker's compensation, and employer's liability insurance with limits no less than \$1,000,000 including \$1,000,000 for bodily injury by Accident, each accident; and \$1,000,000 bodily injury by disease, each employee; and \$1,000,000 bodily injury by disease, policy limit (including but not limited to, the Washington Industrial Insurance Act and the laws of the state in which any such person was hired), regardless of whether such coverage or insurance is mandatory or merely elective under the law. In case of subcontracted work, the Contractor shall require each subcontractor to provide Worker's Compensation insurance for their employees unless such employees are covered by Contractor.

Suppliers Liability & Property Damage Insurance:

- a. Supplier shall procure and maintain at Supplier sole expense during the life of this Contract, Commercial General Liability, Product Liability, and Automobile Liability Insurance, as detailed herein, to protect Lynnwood and Supplier from and against all claims, damages, losses and expenses arising out of or resulting from the performance of these services, with insurance companies or through sources approved by Lynnwood. Lynnwood reserves the right to require higher limits should it deem necessary in the best interest of the public, and if higher limits are requested by Lynnwood the additional expense shall become an additional cost to Lynnwood.
- b. If required by Lynnwood Purchasing Manager, the insurance policies shall include Lynnwood as Additional Named Insured on a Primary Basis without limitation, and shall include others if required by the Contract documents. All insurance policies shall be endorsed to provide that

SAMPLE CONTRACT

no policy shall be cancelled, changed or reduced in coverage, until after thirty (30) days prior written notice has been delivered to Lynnwood using certified mail.

- c. If requested by Lynnwood, a Certificate of Insurance including the second page naming the Additional Named Insured Endorsement, shall be filed with Lynnwood after award but prior to execution of the contract, for a primary policy of commercial general liability insurance including Product Liability, and for Automobile Liability Insurance, meeting the requirements set forth herein. This Certificate shall be subject to approval by Lynnwood as to company, terms and coverage. Failure of the contractor to fully comply with the requirements set forth herein regarding insurance shall be considered a material breach of contract and shall be cause of immediate termination of the Contract and of any and all obligations regarding the same.
- d. Contractor shall not begin Work until all required insurance has been obtained or until such insurance has been approved by Lynnwood. Said insurance shall provide coverage to the Supplier, any subcontractor performing work provided by this Contract, and Lynnwood. The coverage so provided shall protect against claims for personal injuries, including accidental death, as well as claims for property damages which may arise from any act or omission of Contractor or subcontractor, or by anyone directly or indirectly involved or employed by either of them.
- e. Approval of the insurance by Lynnwood shall not relieve or decrease the liability of the Supplier for any damages arising from Contractor's performance of the Work.
- f. Automobile Bodily Injury and Property Damage Insurance shall be in no case be for limits less than \$1,000,000 Combined Single Limit, for any and all vehicles that are used for the performance and/or delivery of specified equipment to Lynnwood.

General Liability (Commercial General Liability Insurance) including Product Liability, shall be written with limits of liability of no less than \$1,000,000 combined single limits, per occurrence and \$2,000,000 in aggregate;

- g. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Supplier's responsibility for payment of damages resulting from operations under this Contract.
- h. Insurance shall provide, at a minimum, the types of insurance coverage, liability limits and endorsements as set forth below and shall be included in all applicable policies and on the Certificate of Insurance. The insurance coverage's listed below shall protect the Supplier and Lynnwood from claims for damages of bodily injury, including death resulting there from, as well as claims for property damage, which may arise from operations under this Contract, whether such operation be by itself or by any subcontractor or by anyone directly employed by either of them, it being understood that it is the Supplier's obligation to enforce the requirements of this section in respect to any subcontractor employed for this project:

Commercial General Bodily injury and Property Damage Insurance, which shall include:

Premises & Operations;
 Owners and Contractors Protective;
 Products Liability, including completed Operations Coverage;
 Contractual Liability;
 Broad Form Property Damage;
 Commercial Form (to include Extended Bodily Injury);
 Employees as Additional Insured;
 Independent Contractors;
 Personal Injury;
 Stop Gap; and
 Cross Liability Clause.

SAMPLE CONTRACT

- i. The coverage provided by this policy is primary to any insurance maintained by Lynnwood.
- j. The inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects to any claims, suit or judgment made or brought by or for any other Insured or by or for any employee of any other Insured. This policy shall protect each Insured in the same manner as though a separate policy had been issued to each, except that nothing herein shall operate to increase the company's liability beyond the amount or amounts for which the company would have been liable had only one Insured been named.
- k. The Certificate of Insurance (ACCORD Form 25-S) shall be amended as follows: The cancellation clause shall be revised to read: *Should any of the above described policies be cancelled, changed or reduced in coverage before the expiration date, the issue company will mail 30 day written notice delivered through certified mail, to the certificate holder named at the left.*
- l. There shall be included in the liability insurance contractual coverage sufficiently broad to insure the provisions of that Section herein entitled "Hold Harmless Clause".
- m. Failure to comply with provisions contained herein shall not waive the responsibility of the Supplier to provide the required protection.

6. Release, Indemnities, and Hold Harmless.

Contractor releases and shall defend, indemnify, and hold harmless Lynnwood from and against all claims, cost liabilities, damages and expenses, (including but not limited to, reasonable attorney fees) arising directly out of or in connection with any fault, negligence, strict liability or product liability of Contractor in connection with this Contract; any lien asserted upon any property of Lynnwood in connection with the Contract; any failure of Contractor, or the Contract to comply with any applicable law, ordinance, rule, regulation, order, license, permit or other requirement, now or hereafter in effect; any breach or default under this Contract by the Contractor.

As permitted by applicable law, this section shall apply. However, this section shall not require Contractor to indemnify Lynnwood against any liability for damages arising out of bodily injury or property damages caused by or resulting from negligence of Lynnwood. Further, in the case of concurrent negligence of Contractor on the one hand and Lynnwood on the other hand, Contractor shall be required to indemnify Lynnwood only to the extent of the negligence of the Contractor.

Contractor releases and shall defend, indemnify, and hold harmless Lynnwood from and against all claims, cost, liabilities, damages, expenses (including but not limited to reasonable attorney fees) and royalties based upon any actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or other intellectual property right, Contractor shall either (a) procure for Lynnwood the right to such, or (b) modify the Contract so that they no longer infringe or misappropriate any such right.

7. Attorney Fees.

The prevailing party in any action shall be entitled to reasonable attorney's fees and court costs.

8. Record Keeping.

Contractor shall promptly furnish such information related to the Contract as requested by Lynnwood. Until the expiration of twelve months after final payment of the compensation payable under this Contract, Contractor shall provide Lynnwood prompt access to (and Lynnwood 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.

9. Property and Confidential Information.

Contractor shall not, without the prior written consent of Lynnwood, disclose to third parties any information received in connection with the Contract unless the information is:

SAMPLE CONTRACT

- a. Known to Contractor prior to receiving the same directly or indirectly in connection with the Services;
- b. In the public domain at the time of disclosure by Contractor; or
- c. Received by Contractor from a third party who has no obligation to keep the same confidential.

10. **Communications.**

Offices and titles are provided below for Contractor to comply with contractual notification requirements stated herein. Individual names are provided for the convenience of Contractor only. Lynnwood may change individual names without notice to Contractor, and such changes do not in any way waiver Contractor from properly fulfilling all notice requirements stated herein.

Communications regarding this Contract shall be to:

City of Lynnwood
 Attention: Purchasing and Contracts Manager
 PO Box 5008
 Lynnwood, WA 98046-5008
 Fax: 425-778-5632
 Phone: 425-670-5165

Communications, coordination, delivery, implementation and instructions regarding the work practices will be supervised by the following serving as Project Manager for Lynnwood:

City Project Manager:
 Title:
 Address:
 Phone:
 E-Mail:
 FAX:

11. **Miscellaneous.**

The obligation of Contractor under all provisions of this Contract that may be reasonably interpreted or construed as surviving in the completion, termination, or cancellation of this Contract, shall survive the completion, termination or cancellation of this Contract.

The rights and remedies of Lynnwood or the Contractor set forth in any provision of this Contract are in addition to, and do not in any way limit, any other rights or remedies afforded to Lynnwood or the Contractor by any other provision of this Contract or by law.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day stated. Executed in duplicate.

CITY OF LYNNWOOD:

CONTRACTOR:

Mayor

Signature

Date

Printed Name

ATTEST BY:

Title

Finance Director

Date

Date

SAMPLE CONTRACT

REVIEW

This sample Agreement has been reviewed and

() is acceptable

() is acceptable as noted

_____ Signed

_____ Printed Name

_____ Vendor

_____ Date

8. RFP RESPONSE SUBMITTAL CHECKLIST

Vendor shall submit a response in the following format:

1. Vendor shall create one original response (**labeled “original”**) with original signature (See Tab 1) and four (4) identical copies (for a total of five (5) responses).
2. The **original and each of the four (4) identical copies** shall be submitted in its own three-ring binder of sufficient size to contain the response.
3. The **original and each of the four (4) three-ring binders** shall be sent to the procurement contact at the address shown in Section 2C, on or before the due date shown in Section 2A and in a box of sufficient size to hold all the responses.
4. In addition to the copies specified above the Vendor **MUST** include a CD of the entire response which shall be placed inside the front cover of the original response **AND** a zip file of the entire response attached to an email sent to the RFP contact.
5. The RFP name must be shown on the lower left-hand corner of the box.
6. The original and each of the four (4) copies shall be indexed with tabs as follows:
 - Tab 1 RFP Cover Sheet
 - Tab 2 Non-Collusion Certification
 - Tab 3 Scope of Services – Section 3
 - Tab 4 Answers to all Questions – Section 4
 - Tab 5 Section 4(F) - Summary Letter (one page only)
 - Tab 6 Training Costs and Expenses – Section 5
 - Tab 7 Review box from last page of Sample contract

This checklist is intended merely as an aid to the Vendor in providing a response to this RFP. The Vendor retains the sole responsibility for accuracy and completeness of the response.