**ATTACHMENT #2**
**Vendor Contract #1301**

**CITY OF SEATTLE**

**AGREEMENT**

**By and Between**

**THE CITY OF SEATTLE**

**And**

**OLYMPIC SECURITY SERVICES, INC.**

1. **AGREEMENT:** This Agreement is made this 18th day of August, 2004 (the "Effective Date"), by and between The City of Seattle, a municipal corporation of the State of Washington (the "City"), and Olympic Security, Inc. a corporation organized and existing under the law of the State of Washington and authorized to do business in the State of Washington (the "Vendor").

2. **ENTIRE AGREEMENT:** This Agreement, including all Supplements and Exhibits referenced herein, constitutes the entire agreement between the City and the Vendor. The City's Request for Proposal #VCR04-121 ("RFP"), the Addenda to the RFP, and the Vendor's proposal submitted in response to the RFP are explicitly included as Supplement to this Agreement. Where there are conflicts between these documents, the controlling document will first be this Agreement as amended, then the RFP and Addenda, and then the Vendor's proposal.

3. **TERM:** The term of this Agreement shall be for two (2) years effective September 1, 2004, through August 31, 2006, subject to VENDOR providing timely service as specified herein and in the attachments. This Agreement may be extended three times with one-year extensions by written consent of both parties.

## SPECIFICATIONS

**1. General – The proposer(s) shall:**

1.1 Have at least three (3) years of consecutive experience in the security guard/ industry under the current company name.

1.2 Agree and ensure that security personnel fully perform their duties in accordance with City imposed policies, procedures, and conditions for continued service at this account.

1.3 All assigned security personnel must pass a comprehensive pre-employment background/reference check. Vendor to absorb costs associated with such background/reference checks. The following are grounds for rejection for providing services to the City:

1.3.1 Any felony conviction.
1.3.2 Any conviction for a substance abuse (felony or misdemeanor).
1.3.3 Any misdemeanor conviction of a crime of violence.
1.3.4 Any misdemeanor conviction for theft or moral turpitude.
1.3.5 Any gang affiliation.
1.3.6 Any excessive record of arrests with few or no convictions.
1.3.7 Any current or pending criminal investigation in which the applicant is a suspect.

1.4 Ensure that security personnel possess the following minimum physical and mental capabilities:

1.4.1 Sufficient color perception to distinguish primary colors (red, blue, and yellow).

1.4.2 Ability to use both eyes with far vision correctable to 20/40 and near vision correctable to 13-16 inches.

1.4.3 Average hearing loss not in excess of 20 decibels (dB) and frequencies from 500 – 3000 cycles per second (cps). Use of a hearing aid is acceptable, as long as the device is in good working order and is in operation during the hours the security officer is on duty.

* 1.4.2 and 1.4.3 does not have to be verified by a physician at time of hire, however, if it is apparent that poor eyesight or hearing is affecting work performance, a medical examination will be necessary.

1.4.4 The full range of use of fingers, both hands, and both legs; the ability for rapid mental and muscular coordination simultaneously; and the ability to climb a ladder and perform other similar activities.

1.5 Ensure that security personnel have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or jeopardize the safety of other persons in the area.

1.6 Ensure the conduct and behavior of security personnel are beyond reproach. Security personnel are to be polite, cooperative, and able to work in harmony with one another, visitors, and with other City of Seattle employees.

1.7 Ensure that security personnel respond to subpoenas pertaining to any City account.

1.8 Schedule security coverage for vacations, holidays, unscheduled absences, and/or other unplanned occurrences. Any costs (including overtime) associated with scheduling vacations, holidays, and absences are the responsibility of the contractor. These costs must be included in the billing rate. City holidays are as follows:

1.8.1 New Year's Day
1.8.2 Martin Luther King, JR's Birthday (observed on the third Monday in January)
1.8.3 President's Day (observed on the third Monday in February)
1.8.4 Memorial Day (observed on the last Monday in May)
1.8.5 Independence Day
1.8.6 Labor Day (observed on the first Monday in September)
1.8.7 Veterans' Day
1.8.8 Thanksgiving Day (observed on the fourth Thursday in November)
1.8.9 Day following Thanksgiving Day
1.8.10 Christmas Day

1.9 Immediately transfer/remove security personnel from the account at the City's request.

1.10 Ensure that security personnel are fully aware of the political sensitivities that exist in a municipal government.

1.11 Provide strict key control for any and all government keys and key cards. Keys issued to the vendor are not to be duplicated or removed from City property by security personnel. Should the vendor lose a set of keys, or should it be shown that duplication of the keys by the vendor has wrongfully occurred, the vendor must reimburse the City of Seattle for the actual cost of re-keying all locks, doors, and gates to the facility up to a maximum amount of $100,000.

1.12 Have a ready source of qualified individuals to perform the function and administer the employee selection and scheduling, billing, and administrative functions of the contract.

1.13 Maintain a reserve of immediately available alternates in the event a scheduled individual, because of illness or other reason, becomes unavailable to perform the functions of the position, so that no position is ever uncovered.

1.14 Ensure that security personnel have photo identification and attach it properly to their uniforms in a readily visible manner.

1.15 Ensure that security personnel give undivided attention to their duties and given responsibilities. Long, unnecessary conversations with other individuals shall be avoided.

1.16 Ensure that security personnel do not read, write, or study while on duty—except as may be required in connection with their duties and responsibilities.

1.17 Ensure that security personnel do not smoke or use other forms of tobacco products while on the job. Smoking and the use of other forms of tobacco products are not allowed on City property.

1.18 Ensure that security personnel do not read unauthorized material, eat, or groom while in public view.

1.19 Provide the "weekend coverage" level for holidays and City holidays (unless otherwise directed by the City of Seattle).

1.20 Ensure that security personnel are equipped with the necessary equipment and supplies to properly perform his or her duties.

1.21 Ensure that security personnel are not permitted to provide themselves with unauthorized personal equipment (e.g., firearms, chemical agents, knives, etc.).

1.22 Ensure that security personnel neither use nor have in their possession intoxicants and/or controlled substances on or near the job site. The odor of intoxicants and/or controlled substances on our about the contractor's security and supervisory personnel shall cause the contractor to immediately remove the individual(s) from the job site.

1.23 Provide services as described. After three (3) failures by the contractor to comply with the terms of the contract within a contract year, the contract will be subject to immediate termination.

1.24 Ensure that security personnel comply with the duties and responsibilities as outlined in these specifications.

1.25 Ensure that all scheduling information is provided in military time (24-hour scale).

1.26 Agree and ensure that security personnel may be required to perform other duties as assigned on a permanent or temporary basis—regardless of the job description.

1.27 Ensure prompt replacement of security personnel in the event of illness or emergency.

1.28 Agree to retain incumbent security personnel due to satisfactory performance and ease in transition.

1.29 Ensure that security personnel keep their clothing neat, clean, and well pressed at all times. Uniforms shall not have rips, tears, visible repairs, missing buttons, excessive tightness, or bagginess.

2. **Specific – The proposer(s) shall:**

2.1 Provide trained security personnel to work the SCL account.

2.2 Work with SCL regarding the duties and responsibilities of the security officers.

2.3 Ensure that security personnel carry out all lawful orders (relating to security situations, not personnel management) issued by SCL Security Management or law enforcement personnel. Failure to carry out a lawful order issued by authorized SCL Security Management or law enforcement personnel shall be considered insubordination and the contractor, upon notification, shall immediately remove the individual from the SCL account.

2.4 Ensure that all security officers wear distinctive uniforms with the proposer's company name and logo on the jacket. Picture identification for each officer must be included as part of the uniform. The Site Supervisor position requires a suit and tie. Vendor must obtain approval from SCL in advance for all uniforms worn at this account. The Site Supervisor and the Assistant Site Supervisor positions require a blazer.

2.5 Notify SCL of any assignment, reassignment, disciplinary action, promotion, or transfer of any security officer or supervisor working on this account.

2.6 Provide annual training of all assigned security officers and supervisors on SCL's emergency procedures and plans.

2.7 Provide each security officer with specialized training relating to the security requirements of this account.

2.8 Submit personnel qualification summaries on all personnel proposed to be assigned to the SCL account. The personnel qualification summaries shall outline (in detail) the training and experience qualifications of each security officer (and account manager) proposed for use under the contract.

2.9 Ensure that security personnel remain awake and alert at all times. The contractor shall take appropriate disciplinary action in the event a security officer is found asleep (or appears to be asleep) while on duty.

2.10 Ensure that shift times are (generally) contained within the 24-hour day (and not overlap days). SCL's preferred shift times are as follows:

2.10.1 Seattle

a. Shift 1: Midnight until 0800 hours

b. Shift 2: 0800 hours until 1600 hours

c. Shift 3: 1600 hours until 2400 hours

2.10.2 Boundary

a. Shift 1: 2300 hours until 0700 hours

b. Shift 2: 0700 hours until 1500 hours

c. Shift 3: 1500 hours until 2300 hours

2.11 Agree that Seattle City Light shall have the right to approve and/or disapprove of security personnel (including the Site Supervisors).

2.12 Provide trained security personnel that meet SCL's specifications for emergency or "last minute" security coverage at a standard rate (not overtime).

## 3. Equipment

3.1 As part of the standard billing rate, proposer(s) shall:

3.1.1 Supply and maintain uniforms including outerwear for various types of weather.

3.1.2 Supply a cell phone for the Seattle Site Supervisor.

3.1.3 Seattle site only, supply a late model vehicle (no more than three years old) to be used by the Seattle Site Supervisor and Assistant Site Supervisor. Vendor responsible for gasoline for Seattle vehicle. (City provides vehicle for Boundary site – see 3.2.2.a).

3.1.4 Ensure that non-essential items, such as beds, radios, CD players, tape players, VCRs (and the like) belonging to contract security personnel, will not be permitted on the premises.

3.1.5 Ensure that all City telephones, cell phones, pagers, computer equipment, and other city property are for official use only. All phone lines must remain clear for OFFICIAL USE ONLY.

3.1.6 Ensure that security personnel maintain the proper condition of all security spaces/offices at all times.

3.1.7 Supply and maintain equipment and supplies necessary to support the needs of the proposer's staff. Include this cost as part of the standard billing rate.

3.2 Seattle City Light shall provide the following. The contractor will be responsible for any damage done to equipment while in use by the Security Officers. This does not include regular maintenance activities for the vehicle.

3.2.1 Seattle

a. Pagers

b. Two-way radios
c. Flashlights
d. Copy machine
e. Stand-alone computer
f. Printer
g. Guard One Security Round System

3.2.2 Boundary

a. Vehicle, including gasoline and maintenance, for driving rounds.
b. Flashlights
c. Guard One Security Round System
d. Night vision goggles (when necessary)
e. Two-way radios
f. Binoculars
g. Chemical Agents (pepper spray)

**4. Reporting – Proposer(s) shall:**

4.1 Maintain daily logs.

4.2 Ensure that security personnel document any security incidents on incident report forms and provide copies to SCL.

4.2 Download data from pipe into Guard One database and run reports.

4.3 Report major incidents immediately to City Light Security Management.

**5. Basic Security Personnel Requirements**

Customer service is a critical component of the City's business strategy, and security is viewed as an integral part of accomplishing this objective. Typical duties involve providing directions and assisting customers, visitors, City employees, and vendors. Security personnel must exercise courtesy, respect, and professionalism.

5.1 General: All security personnel assigned to any City account shall:

5.1.1. Be a citizen of the United States or a resident alien and at least 18 years of age at the time of employment.

5.1.2. Possess proof of having met the requirements from the State of Washington for private security guards. The contractor shall ensure that security personnel have in their possession a valid Private Security Guard License issued by the State of Washington's Department of Licensing as per the requirements of RCW 18.170 and WAC 308-18. This license must be carried at all times when the contractor's security personnel, including supervisory personnel, are assigned to the job site.

5.1.3. Have earned and possess a high school diploma or GED.

5.1.4. Read and write English equivalent to a high school graduate. Verbally communicate in English with clear and definitive articulation to assure confidence, control, and safety of those involved, particularly in emergency situations. Must be able to read and understand printed rules, regulations, written orders and instructions, training materials, policies, and procedures. Security personnel shall also be capable of composing readable and understandable reports which convey complete information.

5.1.5. Be trained and capable of performing assigned security duties.

5.1.6. Maintain a professional manner and remain awake and alert at all times.

5.1.7. Adhere to the "NO SMOKING" policy while on or near City property.

5.1.8. Contact a supervisor for assistance in the event of an illness during a shift. Security personnel may not leave the post until properly relieved—except in the case of an extreme emergency or life-threatening situation.

5.1.9. Notify emergency services (911) in the event of a major illness (if physically possible) or life-threatening situation.

5.1.10. Possess and exercise strong personal interactive skills in dealing with the public, or City personnel. Security personnel must be able to effectively communicate instructions, directions, and security policies to the public. Security personnel must also be able to resolve conflicts and, in certain situations, tactfully say "no" (e.g., deny a request or demand).

5.1.11 Be physically and mentally able to perform complex functions under adverse conditions, hours, weather, extensive walking, some climbing, and personal physical dangers. Must be able to stand or walk for an entire shift; lift objects weighing up to 50 lbs.; and run for medium distances (half mile) and up stairs and/or ladders.

## 6. Personnel Description

6.1 Seattle

6.1.1 Site Supervisor (40 hours per week)

a. Provide on call services 24/7 for City Light Security Management; be able to handle any security situations that should arise with the guards.

b. Coordinate the security coverage for all SCL security requests.

c. Develop and conduct a monthly training program for security guards with a focus on current developments at SCL sites.

d. Report to SCL's Security Management any safety and/or security concerns observed at SCL facilities.

e. Know how to perform every position and provide training for these positions to new security officers.

f. Provide service to Seattle City Light only. This position will have no responsibility or involvement with any other department or company regarding the management of contracted security personnel.

g. Provide and maintain updates of Post Orders for each location.

h. Do annual performance evaluations of security officers.

6.1.2 Assistant Site Supervisor (40 hours per week)

a. Provide daytime supervision for security guard staff.

b. Provide daily bank runs for North Service Center and South Service Center.

c. Download data from "pipe" to Guard One Round System on computer.

d. Provide data to SCL Security Management regarding hits and misses on security guards rounds.

e. Be the liaison between the guards and SCL Security Management on issues of repairs needed, safety issues, etc.

f. Provide updates to the guards on relevant phone numbers and other information they need to do their jobs.

g. Investigate and write up Incident Reports on security problems that happen during the weekday hours.

h. Know how to perform every position and provide training for these positions to subordinates.

h. Provide backup to security officers when needed.

6.1.3 Sergeant

a. Act as a trainer to subordinates.

b. Perform all the duties of Security Guard.

c. Be the backup to the Assistant Site Supervisor in his/her absence.

6.1.4 Security Officers

a. Conduct patrols of the facility as deemed in the Post Orders.

b. Observe, deter and report property damage.

c. Observe and report any fire and/or safety issues.

d. Report building maintenance problems or issues.

e. Perform daily locking and unlocking functions at Site.

f. Be able to walk at least six (8) miles per shift.

g. At NSC, perform routine checks on the boiler each round.

h. At SSC, perform routine checks on the sprinkler system valves in the Building A basement.

i. At SSC, one guards remains at the Guard house at Gate 6 .

1. Maintain log of vehicle entering the site.

2. Direct delivery personnel

3. Observe CCTV monitor for Gate 2 and/or monitored sites.

4. Answer questions and direct individuals stopping at the gate.

5. Call the second guard when his services are required.

j. Document each shift by completing the necessary paperwork.

6.1.5 Other Specific Security Duties

a. Seattle

1. Provide fire watch when request by SCL. A firewatch is normally provided by existing staffing to be performed during regular rounds. In abnormal situations, additional staffing may be requested from the security company to cover the firewatch.

2. Provide a roving patrol for substations on an as needed basis when requested by SCL.

3. Provide coverage for after-hour meetings. These are meetings held by community groups using SCL auditoriums and will be

attended by non-city light members. This coverage will be billed directly to the community group.

3. Work with local and federal law enforcement when required by SCL.

6.2 Boundary: All positions are hourly.

6.2.1 Security Patrol personnel shall:

a. Conduct foot and vehicle patrol of all protected premises on patrol routes.

b. Observe and detect unlawful acts such as trespass and vandalism.

c. Requesting law enforcement response for any security events detected or reported.

d. Be able to walk at least four (4) miles per shift.

e. Respond to any and all security issues communicated and detected, controlling and securing security incident scene until arrival of law enforcement.

f. Document each shift by completing the necessary paperwork.

g. Report maintenance problems or issues.

i. Patrol all specified areas using a guard tour management system.

j. Perform other duties per post orders.

6.2.2 Security Supervisor (40- 45 hours per week) shall:

a. Cover Guard Operations responsibilities.

b. Provide on call services 24/7 for Security Management; be able to respond 24/7 to handle any security problems that should arise; and be able to work varied shifts and split shifts.

c. Coordinate the security coverage for all Boundary security requests.

d. Develop a training program and coordinate all training requirements for security personnel assigned to this account—and update the program on a regular basis.

e. Provide security supervision for emergency events including escalation of threat levels or specific intelligence provided.

f. Follow up with the appropriate asset managers when security personnel detect unsecured areas.

g. Maintain security records for unsecured areas, incident reports, 24-hour log reports, and individual site reports. The Security Supervisor must develop and implement a paperwork management program.

h. Submit reports with appropriate documentation of all situations, which are considered security breaches, incidents, and/or system failures.

i. Review all security documentation prepared and/or provided by security personnel.

j. Know how to perform every position and provide training for these positions to subordinates.

k. Perform other duties as assigned, i.e. may include cleaning or fueling SCL vehicle or vehicles.

6.2.3 Fixed Security Post Access Control Officer

a. Control access to areas and facilities utilizing access control lists.

b. Provide an initial response to security incidents.

c. Perform daily locking and unlocking functions for the appropriate spaces.

c. Conduct security rounds when needed by patrolling the protected area detecting and recording abnormalities.

d. Be able to walk at least 4 miles per shift.

e. Ensure the Boundary Security Post Orders for the post are carried out on a daily basis.

f. Document each shift by completing the necessary paperwork to include manual entry of facility access lists/registers.

## 7. Benefits

7.1 The City of Seattle has a business need for a low turnover of security personnel. The vendor must ensure the stability of its workforce.

7.2 If the costs of providing benefits increase after the proposer begins working the account, the proposer shall be responsible for these costs for the first two (2) years of operation. These costs may <u>not</u> be passed on to the City of Seattle or to security personnel. After the second year of the contract, the City and the contractor may negotiate a beneficial solution that may affect the billing rates, as well as future wage

rates. Negotiations may occur annually after the first two (2) years of the contract, but no more than once per year (for all benefits).

**8. Training – The successful vendor shall:**

8.1 Include all training costs in the billing rate.

8.2 Vendor shall write a training manual specifically for security personnel assigned to the Seattle City Light Department account. Vendor will provide a four (4) hour training class each month at a SCL site at the Vendor's expense.

8.3 Meet the minimum training requirements for the State of Washington and a minimum of 8 hours of on-the-job training per position. Note: All training costs are the responsibility of the proposer and must be included in the billing rate.

8.4 Proposer(s) shall provide training that includes the following:

8.4.1 Safety. Identifying and reporting hazards.
8.4.2 Familiarization with City Light sites.
8.4.3 Knowledge of a security officer's limit of authority.
8.4.4 Access Control.
8.4.5 Knowledge of job duties.
8.4.6 Public relations/Customer service.
8.4.7 Patrol techniques.
8.4.8 Fire prevention and control and the use of fire extinguishers.
8.4.9 Communication training including verbal judo.
8.4.10 Employee rights, responsibilities, and expectations.
8.4.11 Client relations.
8.4.12 Public safety and emergency rules including fire, bomb threat, and evacuation procedures.
8.4.13 Reporting procedures for incidents, personal injury, and property damage.
8.4.14 Rules of conduct. These rules are specific to the City of Seattle and will be provided to the vendor.
8.4.15 Lost and found procedures.
8.4.16 CPR/1st Aid training.
8.4.17 Radio procedures and protocols.
8.4.18 Grooming and uniform appearance.
8.4.19 Drug and alcohol awareness training.
8.4.20 Electrical hazard recognition (Boundary employees only).
8.4.21 Use of mace (Boundary employees only).

8.5 The vendor must certify that training, as outlined herein, has been provided to each employee. The vendor must also supply Seattle City Light with a roster of trained personnel, listing employees by name, and the dates and frequency of training.

8.6 Whenever a new officer is assigned to a post, the proposer shall arrange for the new officer to be trained for a minimum of 8-hours with an experienced officer prior to the new officer taking over the post alone. The proposer shall bear the cost of this training and SCL shall be billed for the services of only the experienced officer.

## 9. Post Orders

9.1 Provide extremely detailed written post orders (site instructions) for each security position and site. Post orders must be submitted to SCL within eight (8) weeks after the contact is signed.

9.2 Update the post orders any time there is a change and provide copy to SCL Security Management.

9.3 Submit revised post orders to SCL yearly.

## 10. Invoicing

10.1 Agree that SCL may deduct from the vendor's invoice, or otherwise hold payment for any items on nonconforming service (e.g., not covering shifts, scheduling untrained personnel, not providing agreed upon benefits, etc.) if, after notice to the proposer's supervisor, the nonconformance is not remedied prior to the next shift.

10.2 Agree that SCL will not pay for overages and/or underages:

10.2.1 Overfills: Overfills occur when the proposer supplies too many officers or officers for longer periods than required, or officers classified at a higher level than that required by SCL. SCL will pay for only the services required.

10.2.2 Shortfills: Shortfills occur when the proposer supplies unqualified officers. SCL reserves the right to refuse the proposer's officers whom SCL determines to be unqualified. SCL shall not pay for unqualified officers.

10.2.3 Shortfalls: Shortfalls occur when the required services are not supplied at any post or work site. The absence of an officer at a post or work site without a replacement constitutes a shortfall. SCL shall pay for only services performed and shall not be billed and shall not pay for a shortfall in services.

10.2.4 All overtime coverage shall be approved by SCL Security Management prior to the service being provided. SCL shall not pay for any overtime without prior approval.

10.3 Include the overtime related to the end of daylight saving time (October) in the billing rate. SCL will not pay for any overtime associated with the end of daylight saving time.

10.4 Set up invoicing as per SCL's accounting and coding requirements. Currently, invoices are separated for each facility/building, position and/or type of coverage.

10.4.1 Invoices for Seattle locations should be sent to Building Operations in Seattle.

10.4.2 Invoices for Boundary should be sent to Boundary Dam.

10.5 Agree that SCL will be invoiced on a monthly basis, in arrears, for each position/facility. (No exceptions.)

10.6 Agree that rate will include all requirements of this RFP including, but not limited to, profit and overhead, holiday time/pay, special programs/services, overtime when caused by the contractor such as late shows, days off and others covering for open shifts, daylight saving time costs, incentives, benefits, uniforms, etc. Therefore, proposers should consider these factors in the proposed billing rates.

**11. Records**

11.1 Permit the City, or its agents, from time to time as the City deems necessary, to inspect and audit at any and all reasonable times in King County, Washington, or at such other reasonable location as the City selects, all pertinent books and records of the proposer(s) and any subcontractors or other person or entity that has performed work in connection with or related to the proposer's services under this agreement to determine compliance with the provisions of this agreement and to verify the accuracy of accounting records. The proposer shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof, upon the City's request. The proposer shall ensure that such inspection, audit, and copying right of the City is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the proposer services under this agreement.

11.2 Coordinate a quarterly performance to standards review that will include a representative of the City and the proposer's representative. The vendor must maintain all records pertaining to the each City account for a minimum of five (5) years. All access records must be maintained for ten (10) years.

11.3 Ensure that all records and information pertaining to incidents that occur on or near the City account remain on City property, as arranged with the department's Security Manager.

11.4 Agree that any reports, information, data, etc. given to or prepared or assembled by the vendor under this agreement shall be kept as confidential and shall not be made available to any individual or organization by the vendor without the prior written approval of the SCL Security Manager or the Boundary Manager.

**12. Emergency Response – Proposer(s) shall provide the following, if additional security personnel are needed:**

12.1 Provide two (2) security officers within two (2) hours.

12.2 Provide five (5) security officers within four (4) hours.

12.3 Special Coverage shall include, but not be limited to: Increase National or Regional Threat Level (Red/Orange). During increased threat levels, security patrols and fixed security posts may be increased. The vendor must be able to provide this kind of service. The City does not guarantee the amount of security service hours required for these types of events. Assist the City during emergencies or times of crisis regardless of security personnel job descriptions.

13. **Rates:** Rates shall be detailed per Section 3.1 of the RFP. Rates are to be firm for the first two years of the contract. Rates for periods beyond the first two years of the contract, which by mutual agreement of the parties can include up to three (3) additional periods of twelve (12) months each, shall be as mutually determined by the parties. Payments by the City under the contract will be limited to the hourly rates as determined above. Any and all other costs to the VENDOR, including Federal Minimum Wage increases, transportation, equipment, materials, supplies, overhead and management costs, will be borne by the VENDOR.

14. **Equal Employment Opportunity and Outreach**

14.1 The VENDOR shall not discriminate against any employee or applicant for employment because of race, religion, creed, age, color, sex, marital status, sexual orientation, gender identity, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification. The VENDOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, age, color, sex, national origin, marital status, political ideology, ancestry, sexual orientation, gender identity, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. The VENDOR shall post in conspicuous places, available to employees and applicants for employment, notices as provided by the City setting forth the provisions of this nondiscrimination clause.

14.2 The VENDOR shall furnish to the Director of the Department of Executive Administration (or his/her designee), upon request and on such form as may be provided therefore, a report of the affirmative action taken by the VENDOR in implementing the requirements of this section, and will permit access to the VENDOR's records of employment, employment advertisements, application forms, other pertinent data and records requested by the Director of the Department of Executive Administration for the purposes of investigation to determine compliance with the requirements of this section.

14.3 If, upon investigation, the Director of the Department of Executive Administration finds probable cause to believe that the VENDOR has failed to comply with any of the requirements of this section, the VENDOR and the Seattle Center Director shall be so notified in writing. The Seattle Center Director shall give the VENDOR an opportunity to be heard, after ten calendar days' notice. If the Seattle Center Director concurs in the findings of the Director of the Department of Executive Administration, he/she may suspend the Contract and/or withhold any funds due or to become due to

the VENDOR, pending compliance by the VENDOR with the requirements of this section.

14.4 The City encourages the use of women and minority employees and apprentices on all City contracts and encourages outreach efforts in employment opportunities. Outreach efforts may include use of targeted solicitation lists, advertisements in publications directed to underrepresented communities, providing student internships or apprentice opportunities, noting the VENDOR's Equal Employment Opportunity (EEO) policy in solicitations, emphasizing EEO and outreach policies within the company, and using the services of available minority community and public organizations to perform outreach.

14.5 Upon request by the Department of Finance, the VENDOR shall submit EEO Reports in the form specified by the City, detailing actual employment data for the VENDOR and for any and all sub-VENDOR(s) utilized for the scope of services of the Contract.

14.6 The VENDOR, by executing the Contract, is affirming that the VENDOR complies with all applicable federal, state, and local non-discrimination laws, particularly the requirements of SMC Ch. 20.44 as incorporated in this Contract. Any violation of the mandatory requirements of the provisions of this section shall be a material breach of the Contract for which the VENDOR may be subject to damages and sanctions provided for by the Contract and by applicable law.

14.7 The foregoing provisions of this section shall be inserted in all subcontracts for the scope of work covered by this Contract.

## 15. Nondiscrimination in Employee Benefits (SMC Ch. 20.45)

15.1 The VENDOR shall comply with the requirements of SMC Ch. 20.45 and the Equal Benefits Program Rules implementing such requirements, under which the VENDOR is obligated to provide the same or equivalent benefits to its employees with domestic partners as the VENDOR provides to its employees with spouses. Prior to, and as a condition of, the execution of a purchase contract, the VENDOR shall provide a completed "Equal Benefits Compliance Declaration", Appendix D, in receipt.

## 16. Efforts to Use Women and Minority Business Enterprises

16.1 General: The City encourages the use of Women and Minority Business Enterprises ("WMBEs") as subVENDORs and women and minority employees in all City contracts, and encourages outreach efforts to include women and minorities in employment, contracting, and subcontracting opportunities.

Outreach efforts may include the use of solicitation lists, advertisements in publications directed to minority communities, breaking down total requirements into smaller tasks or quantities where economically feasible, making other useful schedule or requirements modifications that are likely to assist small or WMBE businesses to compete, targeted recruitment efforts, and using the services of available minority community and public organizations to perform outreach.

The VENDOR shall ensure that all employees, particularly supervisors, are aware of, and adhere to their obligation to maintain a working environment free from discriminatory conduct, including but not limited to harassment and intimidation of minorities, women, or WMBE businesses.

16.2 Non-Discrimination: The VENDOR shall not create barriers to open and fair opportunities for WMBEs to participate in any city contract and to obtain or compete for contracts and subcontracts as sources of supplies, equipment, construction and services.

16.3 Record-Keeping: The VENDOR shall maintain, for at least 12 months after the expiration or earlier termination of this Contract, relevant records and information necessary to document all VENDOR solicitations to subcontractors and suppliers, all subcontractors and supplier proposals received, and all subcontractors and suppliers actually utilized under the Contract. The City shall have the right to inspect and copy such records.

16.4 Sanctions for Violation: Any violation of the mandatory requirements of the provisions of this section (subsections 7.01.2 and 7.01.3) shall be a material breach of contract for which the VENDOR may be subject to damages and sanctions provided for by the Contract and by applicable law.

17. **Proprietary and Confidential Information:** The VENDOR acknowledges that the City is required by law to make its records available for public inspection, with certain exceptions (see RCW Chapter 42.17). City staff believes that this legal obligation would not require the disclosure of proprietary descriptive information that contains valuable designs, drawings or formulas. The VENDOR, by submission of materials marked proprietary and confidential, nevertheless acknowledges and agrees that the CITY will have no obligation or any liability to the VENDOR in the event that the CITY must disclose these materials.

18. **Indemnification:** The Contractor does hereby release and shall defend, indemnify and hold harmless the City, and its officers, agents and employees, from all losses, liabilities, claims (including claims arising under federal, state or local environmental laws), costs (including attorneys' fees), actions or damages of any sort whatsoever arising out of the Contractor's performance of the services contemplated by the Contract, except to the extent such losses, liabilities, claims, actions or damages are attributable to the sole negligence or willful misconduct of the City. In furtherance of these obligations, and only with respect to the City, its employees and agents, the Contractor waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit or similar laws. The Contractor acknowledges that the foregoing waiver of immunity was mutually negotiated and agrees that the indemnification provided for in this section shall survive any termination or expiration of the Contract.

19. **Insurance**: The Contractor shall, at all times during the term of this Agreement, obtain and maintain continuously, at its own expense, and file with the Agency and the City's Risk Manager, evidence of a policy or policies of insurance as enumerated below.

19.1 A policy of **Commercial General Liability Insurance**, written on an insurance industry standard occurrence form (CG 00 01) or equivalent; including all the usual coverages known as:

- Premises/Operations Liability
- Products/Completed Operations

— Personal/Advertising Injury – extended to provide coverage for assault and Battery and Unlawful Search.
— Contractual Liability
— Independent VENDORs Liability
— Stop Gap/Employers Contingent Liability
— Incidental Medical Malpractice
— Per Event Aggregate

Such policy (ies) must provide the following minimum limit:

Bodily Injury and Property Damage
$2,000,000 General Aggregate
$2,000,000 Products & Completed Operations Aggregate
$2,000,000 Personal & Advertising Injury
$2,000,000 Each Occurrence
$ 100,000 Fire Damage

Stop Gap Employers Liability:
$1,000,000 Each Accident
$1,000,000 Disease – Policy Limit
$1,000,000 Disease – Each Employee

19.2 **Business Automobile Liability,** including coverage for owned, non-owned, leased, or hired vehicles written on an insurance industry standard form (CA 00 01 or equivalent). Such policies must provide Bodily Injury and Property Damage coverage in the amount of $1,000,000 per accident.

19.3 A policy of **Worker's Compensation.** As respects Workers' compensation insurance in the State of Washington, Contractor shall secure its liability for industrial injury to its employees in accordance with the provisions of Title 51 of the Revised Code of Washington. If Contractor is qualified as a self-insurer in accordance with Chapter 51.14 of the Revised Code of Washington, Contractor shall so certify by letter signed by a corporate officer indicating that it is a qualified self insured, and setting forth the limits of any policy of excess insurance covering its employees. Any deductible or self-insured retention must be disclosed and is subject to approval by the City's Risk Manager. The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

19.4Evidence of Insurance: The following documents must be provided as evidence of insurance coverage:

19.4.1 A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and Schedule Forms and Endorsements.

19.4.2 A copy of the endorsement naming The City of Seattle as an Additional Insured, including products and completed operations, showing the policy number, and signed by an authorized representative of the insurance company on Form CG2010 11 85 (ISO) or equivalent.

19.4.3 A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy, and including any company-specific or manuscript endorsements.

19.4.4 A copy of an endorsement stating that the coverages provided by this policy to the City, or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least forty-five (45) days prior written notice to the City of Seattle.

19.4.5 A copy of A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that – except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).

All policies shall be subject to approval by the City's Risk Manager as to company (must be rated A-VII or higher in the A.M. Best's Key Rating Guide and licensed to do business in the State of Washington, or issued as a surplus line by a Washington Surplus lines broker), form and coverage, and primary to all other insurance.

19.5 Self-Insurance. Should Contractor be self-insured, under terms (1), and (2) above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable – stipulating if actuarially funded and fund limits; plus any excess declaration pages to meet contract requirements. Further, this letter should advise how Contractor would protect and defend the City of Seattle as an Additional Insured in their Self-Insured layer, and include claims handling directions in the event of a claim.

19.6 Subcontractors. Contractor shall include all subcontractors as insureds under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements tated herein and applicable to their profession.

19.7Bonding.

19.7.1 Fidelity Bond – including the following coverages:

a. Employee Dishonesty
b. Theft, Disappearance or Destruction, including 3rd party liability

Limits: $250,000 Each Coverage

**20. Compliance with Law**

20.1 General Requirement: The Vendor, at its sole cost and expense, shall perform and comply with all applicable laws of the United States and the State of Washington; the Charter, Municipal Code, and ordinances of The City of Seattle; and rules, regulations, orders, and directives of their administrative agencies and the officers thereof.

20.2 Licenses and Similar Authorizations: The Vendor, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all requirements thereof.

20.3 Taxes: The Vendor shall pay, before delinquency, all taxes, levies, and assessments arising from its activities and undertakings under this Agreement; taxes levied on its property, equipment and improvements; and taxes on the Vendor's interest in this Agreement.

20.4 Use of Recycled Content Paper: The Vendor shall, whenever practicable, use recycled content paper on all documents submitted to the City.

a. Americans with Disabilities Act: The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (ADA) in performing its obligations under this Agreement. In particular, if the Vendor is providing services, programs, or activities to City employees or members of the public as part of this Agreement, the Vendor shall not deny participation or the benefits of such services, programs, or activities to people with disabilities on the basis of such disability. Failure to comply with the provisions of the ADA shall be a material breach of, and grounds for the immediate termination of, this Agreement.

b. Fair Contracting Practices Ordinance: The Vendor shall comply with the Fair Contracting Practices Ordinance of The City of Seattle (Ordinance 119601), as amended. Conduct made unlawful by that ordinance constitutes a breach of contract. Engaging in an unfair contracting practice may also result in the imposition of a civil fine or forfeiture under the Seattle Criminal Code as well as various civil remedies. Refer to http://www.pan.seattle.org

21. **Audit:** Upon request, the Vendor shall permit the City to inspect and audit all pertinent books and records of the Vendor, any subcontractor, or any other person or entity that performed work in connection with or related to the Vendor's services under this Agreement, at any and all times deemed necessary by the City including up to six years after the Agreement is terminated. Such inspection and audit shall occur in King County, Washington or other such reasonable location as the City selects. The Vendor shall supply the City with, or shall permit the City to make, a copy of any books and records and any portion thereof. The Vendor shall ensure that such inspection, audit and copy right of the City is a condition of any subcontract, agreement, or other arrangement under which any other person or entity is permitted to perform work in connection with or related to the Vendor's services under this Agreement.

22. **Contractual Relationship:** This Agreement does not constitute the Vendor as the agent or legal representative of the City for any purpose whatsoever, and the relationship of the Vendor to the City by reason of this Agreement shall be that of an independent VENDOR. The Vendor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of the City or to bind the City in any manner or thing whatsoever.

23. **Independent Status of Vendor:** Both parties hereto, in the performance of the Agreement will be acting in their individual capacities and not as agents, employees, partners, joint

ventures or associates of one another. The employees, VENDORs or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. The Vendor's staff and VENDORs shall work under the direction and control of the Vendor. The Vendor shall ensure that all Vendor's staff and VENDORs are properly trained and fully equipped to perform their assigned tasks. The Vendor shall provide any necessary reasonable accommodations to enable Vendor's staff and VENDORs to perform assigned tasks.

24. **Standards of Conduct**: The Vendor shall be responsible for maintaining satisfactory standards of employee and VENDOR competency, conduct, appearance and integrity. Vendor's staff and VENDORs must be cooperative and work in harmony with each other, City employees, other City VENDORs, and City customers at all times. While on the City's work premises, Vendor's staff and VENDORs must comply with all City ordinances related to behavior and conduct required by invitees and City employees. Any of Vendor's staff or VENDORs found in violation of any City ordinance or regulation may be asked to immediately leave City premises.

25. **Assignment:** Vendor shall not assign any right or interest nor delegate any obligation owed without the written consent of the City, except Vendor may assign the proceeds of this Agreement for the benefit of creditors upon 21 days advance written notice to the City, at Vendor Relations Unit, 700 – 3rd AVE, #910, Seattle, WA 98104.

26. **Amendments:** No modification or amendment of the provisions hereof shall be effective unless in writing and signed by authorized representatives of the parties hereto. The parties hereto expressly reserve the right to modify this Agreement, from time to time, by mutual agreement.

27. **Executory Agreement:** This Agreement will not be considered valid until signed by both parties.

28. **Binding Effect:** The provisions, covenants and conditions in this Agreement apply to bind the parties, their legal heirs, representatives, successors, and assigns.

29. **Applicable Law:** This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington. The venue of any action brought hereunder shall be in the Superior Court for King County.

30. **Remedies Cumulative:** Remedies under this Agreement are cumulative; the use of one remedy shall not be taken to exclude or waive the right to use another.

31. **Severability:** Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other of its provisions.

32. **Captions:** The titles of sections are for convenience only and do not define or limit the contents.

33. **Invalidity of Particular Provisions:** A judicial determination that any term, provision, condition, or other portion of this Agreement, or its application, is inoperative, invalid, or unenforceable shall not affect the remaining terms, provisions, conditions, or other portions of

this Agreement, nor shall such a determination affect the application of such term, provision, condition, or portion to persons or in circumstances other than those directly involved in the determination in which it is held to be inoperative, invalid, or unenforceable, and as to such other persons or in such other circumstances it shall continue in full force and effect.

**35. Waiver:** The City's failure to insist on performance of any of the terms or conditions herein or to exercise any right or privilege or the City's waiver or any breach hereunder shall not thereafter waive any other term, condition, or privilege, whether of the same or similar type. The payment of compensation to the Vendor shall not be deemed a waiver of any right or the acceptance of defective performance.

**36. Termination:**

36.1 For Cause

Either party may terminate this Agreement in the event the other fails to perform its obligations as described in this Agreement, and such failure has not been corrected to the reasonable satisfaction of the other in a timely manner after notice of breach has been provided to such other party.

Whenever the number of trained, capable staff requested by the City fail to appear for work during any Seattle Center performance at and during the time(s) specified on three (3) or more occasions during any contract year, the Seattle Center Director may, in such official's sole discretion, immediately terminate the Contract by giving written notice to the VENDOR. In those instances where personnel become sick or injured while on the job will not constitute grounds for immediate termination of the Contract.

For the purpose of this termination provision, the term "contract year" means and refers to the twelve-month period from and after the commencement date of the Contract and any twelve-month period from and after the annual anniversary of such commencement date.

36.2 For Reasons Beyond Control of Parties

Except for circumstances described in Section 35, either party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such party's reasonable control such as but not limited to acts of nature; war or warlike operations; civil commotion; riot; labor dispute including strike, walkout, or lockout; sabotage; or superior governmental regulation or control.

36.3 For City Convenience

The City may terminate this Agreement for any reason, including, but not limited to, for its convenience, at any time by giving notice thereof, in writing and not less than five (5) days prior to the effective date of termination, to the Vendor specifying the effective termination date. If this Agreement is terminated by the City pursuant to this subsection, the Vendor will be paid an amount equal to the Vendor's fees and expenses incurred to the date of termination less any amounts previously paid to the

Vendor pursuant to this Agreement; provided, however, in no event shall the amount paid exceed the total amount of the Service Requirement Order multiplied by the percentage of the total services actually performed.

The Vendor agrees that the payment provided in this Section shall fully and adequately compensate the Vendor and all subVENDORs for all profits, costs, expenses, losses, liabilities, damage, taxes, and charges of any kind whatsoever (whether foreseen or unforeseen) attributable to the termination of this Agreement.

36.4 Notice

Notice of termination pursuant to Subsections above, hereof shall be given by the party terminating this Agreement to the other not less than ten (10) working days prior to the effective date of termination.

37. **Addresses for Notices:** All notices to be delivered hereunder shall be in writing and shall be delivered or mailed to the following addresses:

If to City:

Cheryl Atwood, Senior Buyer
Seattle Purchasing Services
700 – 5th AVE, #4112, Seattle Municipal Tower (formerly Key Tower)
PO BOX 94687
Seattle, WA 98124-4687

If to the Vendor:

Mark Vinson, President
Olympic Security Services, Inc.
631 Strander BLVD #A
Tukwila, WA 98188

or such other respective addresses as may be specified herein or as either party may, from time to time, designate in writing.

38. **Major Emergencies or Disasters:** The following provision shall be in effect only during major emergencies or disasters when the City has activated its Emergency Operations Center and the Vendor has been given notice by the City that such activation has occurred. The City is committed to preparing thoroughly for any major emergency or disaster situation. As part of its commitment, the City is contracting with the Vendor under the following terms and conditions: Vendor shall provide to the City, upon the City's request, such goods and/or services at such time as the City determines. In the event the Vendor is unable to meet the delivery date commitment due to circumstances beyond the reasonable control of the Vendor, the Vendor shall make such delivery as soon as practicable. If the Vendor is prevented from making such delivery to the requested delivery location due to circumstances beyond its reasonable control, the Vendor shall immediately assist the City in whatever manner is reasonable to gain access to such goods and/or services. In the event that the Vendor is unable to provide such goods and/or services as requested by the City, the Vendor may offer to the City limited substitutions for its consideration and shall provide such substitutions to

the City as required above, provided the Vendor has obtained prior approval from the City for such substitution. The Vendor shall charge the City the price determined in this Agreement for the goods and services provided, and if no price has been determined, it shall charge the City a price that is normally charged for such goods and/or services (such as listed prices for items in stock). In the event that the City's request results in the Vendor incurring unavoidable additional costs and causes the Vendor to increase prices in order to obtain a fair rate of return, the Vendor shall charge the City a price not to exceed the cost/profit formula found in this Agreement. The Vendor acknowledges that the City is procuring such goods and/or services for the benefit of the public. The Vendor, in support of public good purposes, shall consider the City as a customer of first priority and shall make its best effort to provide to the City the requested goods and/or services in a timely manner. For purposes of this Agreement, a "major emergency" or "disaster" shall include, but is not limited to a storm, high wind, earthquake, flood, hazardous material release, transportation mishap, loss of any utility service, fire, terrorist activity or any combination of the above.

**39.** **Authority**: Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the CITY and the VENDOR have caused this Agreement to be executed.

| VENDOR | THE CITY OF SEATTLE |
|---|---|
| By: Mark E. Linton | By: [signature] |
| Title: PRESIDENT | Title City Purchasing Manager |
| Date: 08/18/2004 | Date: 8/19/4 |