

CONTRACT TERMS & CONDITIONS
SECURITY GUARD SERVICES

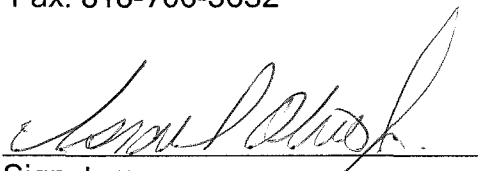
THIS AGREEMENT dated 4th day of September 2012
BETWEEN

CONTRACTOR

Securitas Security Services USA, Inc.
3633 136th Pl. SE, Ste. 315
Bellevue, WA 98006
Ph: 425-653-1454
Fax: 818-706-5632

OWNER

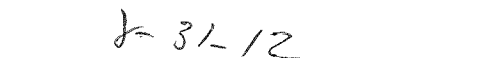
KITSAP TRANSIT
60 Washington Ave, Suite 200
Bremerton, WA 98337
Ph: 360.478.6236
Fax: 360.377.7086



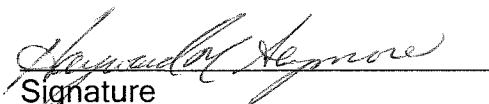
Signature




Title



Date



Signature



Title



Date

WHEREAS:

- A. Pursuant to Kitsap Transit's Request For Proposal (RFP) KT 12-444, Kitsap Transit invited from qualified Bidders' proposals that meet the requirements, set forth in the RFP for a Contract to provide Security Guard Services for a unit cost of \$15.55 per hour, not to exceed \$212,465.20 per year per authorizing Resolution 12-61 of August 21, 2012.
- B. The term of this contract shall be for three (3) years, with two (2), one-year options to extend.
- C. The Contractor has agreed to perform the requirements set out in the RFP KT 12-444 (attached and incorporated herein) and hereby consents to the terms and conditions set forth in this Contract Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises, the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed to by the parties) the parties hereby agree to said covenants addressed in the RFP KT 12-444.

RESOLUTION AUTHORIZING KITSAP TRANSIT STAFF TO AWARD A THREE-YEAR CONTRACT TO SECURITAS SERVICES USA, INC. FOR SECURITY SERVICES

RESOLUTION 12-61

WHEREAS, per Kitsap Transit Board of Commissioners Resolution 12-35 Kitsap Transit staff was authorized to publish an Request for Proposals (RFP) for security services for the Bremerton Transportation Center and other Kitsap Transit facilities, and;

WHEREAS, Washington State Ferries reviewed and approved the RFP as joint facilities partner of the BTC, and;

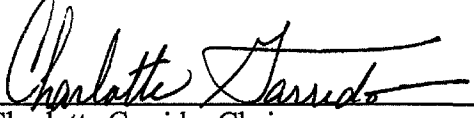
WHEREAS, the RFP was published in the Kitsap Sun, Seattle Daily Journal and The Skanner on July 5, 2012 and again on July 12, 2012 and closed on August 9, 2012, and;

WHEREAS, nine (9) sealed proposals were received, seven (7) were evaluated and Securitas Services USA, Inc. was selected as the most responsive and responsible proposer, as shown in Exhibit A, attached and incorporated by reference herein, and;

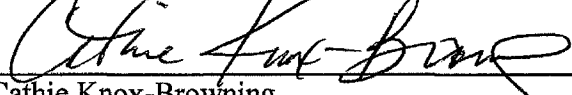
WHEREAS, Kitsap Transit staff is requesting authorization to offer a three-year contract with two, one-year options to renew, to Securitas Services USA, Inc. as the most responsive and responsible proposer.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of Kitsap Transit that Kitsap Transit staff is hereby authorized and directed to award a contract to Securitas Services USA, Inc., for unarmed security services for a period of three years with two, one-year options for renewal.

ADOPTED by the Board of Commissioners of Kitsap Transit at a regular meeting thereof, held on the 21st day of August 2012.


Charlotte Garrido, Chairperson

ATTEST:


Cathie Knox-Browning
Clerk of the Board



60 Washington Ave., Ste. 200
Bremerton, WA 98337
Phone: 360-377-7366
Fax: 360-377-7086

REQUEST FOR PROPOSALS SECURITY GUARD SERVICES

RFP KT 12-444

Corrections for Addenda 1, 2 and 3 have been added. This character "<" indicates the change from the original RFP for this contract document

Issue Date: July 5, 2012
Non-mandatory site visit: July 12, 2012
Question/Comments due by July 27, 2012
Bids due August 9, 2012

ADVERTISED IN: Kitsap Sun
Kitsap Transit website www.kitsaptransit.org
Seattle Daily Journal of Commerce
The Skanner

**Failure to include any requested
Information, properly completed forms
and documents may be cause for the Rejection of the Bid.**

Kitsap Transit, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat., 252.42 U.S.C. 2000d to 2000-4 and Title 49, Code of Federal Regulations Department of Transportation, subtitle A, of the Secretary, Part 21, nondiscrimination in federally assisted programs of the DOT issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color or national origin in consideration for an award.

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SECTION 1

INSTRUCTIONS TO BIDDERS

1.1 INTRODUCTION

Kitsap Transit (Transit) is seeking proposals from qualified contractors to perform Unarmed Security Guard Services at its base locations north and south of Kitsap County; several buildings and park-and-ride lots throughout Kitsap County. Contractors shall comply with all federal, state, and local regulations and mandated work practices, and shall be capable of performing the work in the contract.

1.2 BACKGROUND

Kitsap Transit is a public transportation benefit area, authorized in Chapter 36.57A RCW, located in Kitsap County, Washington. Kitsap Transit began providing public transportation services in early 1983.

Kitsap Transit operates its service from base locations north and south of the County and maintains approximately seven (7) buildings and several park-and-ride lots throughout Kitsap County.

1.3 CONTACT DURING BIDDING PROCESS

Administrative questions may be directed to:

Gayle Thomson

Ph: 360-377-7366

Fax: 360-377-7086

E-mail: gaylet@kitsaptransit.com.

See 1.11 regarding Requests for Information

1.4 BID SUBMISSION REQUIREMENTS

- **BIDS WILL BE ACCEPTED UP TO 2:00 PM ON AUGUST 9, 2012**
- **LATE BIDS WILL NOT BE ACCEPTED**
- **THE BIDS WILL NOT BE OPENED PUBLICLY**

Bid will be accepted by US Mail or hand-delivered to: <

Kitsap Transit Administration Office
2nd Floor Reception Desk
60 Washington Avenue, Suite 200
Bremerton, WA 98337
Attn: Gayle Thomson KT 12-444

1.5 PRE-BID MEETING / SITE VISIT

A pre-bid meeting / site visit will be held at **10:00 AM on July 12, 2012** at Kitsap Transit's Administrative office conference room at the address shown above. Prospective bidders are strongly encouraged to attend this meeting however attendance is not mandatory and will not be considered in the evaluation.

1.6 LATE BIDS

Any bid received after the time and date specified will not be considered.

1.7 CONDITIONAL OR QUALIFIED BIDS

A conditional or qualified bid will not be accepted.

1.8 BID DEPOSIT Not required.

1.9 WITHDRAWAL OF BIDS

Any bid may be withdrawn prior to the scheduled time for opening of bids (Aug. 9, 2012) or authorized postponement. No bid or proposal may be withdrawn after the time set for the bid opening or before award of contract, unless said award is delayed for a period exceeding 60 days.

1.10 SCHEDULE

The selection process will proceed as outlined below. Kitsap Transit reserves the right to modify the schedule as circumstances may warrant and this schedule is provided as an approximate timeline for informational purposes only.

Event	Date
RFP Issue Date / advertise	July 5, 2012
Non-mandatory site visit	July 12, 2012
Last day to submit Requests for Information (RFI)	July 27, 2012
Bid Due Date	August 9, 2012
Proposal review period	August 9-15, 2012
Post Bid Results	August 21, 2012
Seek Board of Commissioners approval to award	August 21, 2012
Contract Award	Sept. 3, 2012
Post-award conference & Notice to Proceed approx..	Sept. 17, 2012<

1.11 REQUESTS FOR INFORMATION

If a Proposer has questions or needs clarification they may submit a written **Request for Information (RFI)**. RFI's shall be sent to Gayle Thomson by mail, fax, 360-377-7086 or e-mail at gaylet@kitsaptransit.com. Answers will be distributed to all bidders. If the answer creates a substantive change to the solicitation document a formal Addenda will be prepared and submitted to all bidders. Questions must be received by Kitsap Transit no later than the date specified in Paragraph 1.10, Schedule.

1.12 BIDDERS LIST

All prospective Proposers are required to register as "Planholders" to receive addenda or clarifications regarding the solicitation. It is recommended that Proposers notify Gayle Thomson of their intent to submit a proposal and register with Kitsap Transit's Planholders' List in order to receive electronic or facsimile notification of issued Addenda. Proposers that do not register will not be notified of Addenda and will need to periodically check for Addenda on Kitsap Transit's website at <http://www.kitsaptransit.com/capital/Proposals.html>

Prior to submitting your proposal, call or email Gayle Thomson (360-377-7366) or gaylet@kitsaptransit.com or check the website (<http://www.kitsaptransit.com/capital/Proposals.html>) to ensure that you have received all addenda issued to this RFP.

All submitted proposals and attachments become the property of Kitsap Transit and shall remain in effect for at least sixty (60) days after Proposal Due Date. The accepted Proposal shall remain in effect until the Contract is fully executed and will then become a part of the Contract, including any and addenda and all attachments.

1.13 ADDENDA

In the event there are changes or clarifications to this RFP, Transit will issue an addendum. All Addenda will be distributed to those on the bidder's list. Receipt of this addendum shall be acknowledged by inserting its number in the space provided on the bid form.

1.14 LENGTH OF TIME PROPOSALS SHALL BE EFFECTIVE

Proposals shall be effective for ninety (90) days and shall contain a statement to that effect in the Bidder's Proposal

1.15 PROPOSALS AS PUBLIC RECORDS

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section. Except to the extent permitted by Washington State public disclosure laws RCW Chapter 42.56, Kitsap Transit will regard proposals as public records which will be available for public inspection and/or copying following contract award, regardless of any markings or notices contained in the proposal documents. Information will not be released by Kitsap Transit *prior to* contract award in order to protect the integrity of the procurement process, unless otherwise required by law. All proposals will remain confidential until a contract is awarded and fully executed by all parties involved.

If a Proposer considers portions of its proposal to be protected under Washington State law, the Proposer shall clearly identify and mark such portions as "CONFIDENTIAL" or "PROPRIETARY" and submit such portions in a sealed envelope separate from the rest of the proposal. It is not usually reasonable or legally defensible to mark an entire proposal as "confidential" or "proprietary". Marking the entire proposal as such will not be honored and the proposal may be rejected as non-responsive. Kitsap Transit shall not release or divulge such information to third parties without the consent of the Proposer, unless required to do so by applicable law or order of a court of competent jurisdiction. If a member of the public demands to review portions of a proposal marked "Confidential", Kitsap Transit will notify the affected Proposer of the request and the date that such records will be released unless the Proposer obtains a court order enjoining that disclosure.

It will be the responsibility of the Proposer to protect the confidentiality of any information submitted in the Proposal and the Proposer shall take such legal actions as it may determine to be necessary to protect its interest. If the Proposer has not commenced such action within five (5) calendar days after receipt of the notice, Kitsap Transit will make the requested portions available to the Requestor. The Proposer, asserting that portions of its proposal are legally protected, will assume all liability and responsibility for any information declared confidential and shall defend and hold Kitsap Transit harmless for any cost, penalties, and/or fees (including reasonable attorney fees) incurred in any action regarding the disclosure of said information. Kitsap Transit assumes no responsibility or liability for any losses or damages which may result from the information contained in the proposal.

By submitting a proposal, the Proposer has thereby agreed to the provision of this Section.

1.16 SELECTION PROCESS AND EVALUATION CRITERIA

1. The purpose of this RFP is to solicit responsive and responsible proposals in order for Transit to select the most responsive and responsible bid that accurately encompasses the entire project. Transit urges all interested bidders to carefully review and include all project expenses to meet the requirements of this RFP.
2. Transit staff shall seek final approval of contract award (if awarded) as result of this RFP from Transit's Executive Director and Board of Commissioners at its next scheduled meeting.
3. Based on the initial evaluation, Transit shall award based on the following evaluation criteria:

No.	Criteria	Points
1	Firm Experience, knowledge, capacity and history	40
2	Price	25
3	Employee qualification, retention, training, service quality assurance programs	20
4	Project approach and start-up work plan, insurance limits	15

1.17 BID SUBMITTAL REQUIREMENTS

1.	Provide Firm's Experience, knowledge, capacity and history	40 pts
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Licensed - Responses must confirm the Contractor has a minimum of five (5) years providing (unarmed) Private Security Guard Services and the Contractor is licensed in the State of Washington to provide security guard services.

Experience /Knowledge - Provide a summary highlighting the Contractor's experience in public settings, in particular, experience with transit and/or public agencies. Contractor must have a minimum five (5) years experience managing Security Guards. The Account Manager must have a minimum three (3) years experience managing Security Guards in a public facility.

- a. Describe your experience providing the work and services specified
- b. Describe your company
- c. Provide a summary highlighting your offer outlining the benefits to Kitsap Transit and why your offer should be determined to be the most advantageous to Kitsap Transit
- d. List the number of years the firm has been in business continuously
- e. List the total number of employees and general classification

Projects/References - List no less than three (3) professional references with whom your firm has provided similar services in the past two (2) years. The services should have been for a client similar in size of Kitsap Transit and the work of similar nature and complexity as described. Describe the projects including how they demonstrate that your firm has experience necessary and how they are similar to the work described in this RFP. Also include a brief description of your key personnel's specific involvement in each. For each project identified provide at a minimum the following information, as applicable:

- a. Client or agency name and location
- b. Client or agency contract name, address, and telephone number
- c. The owner of the facility or system
- d. A description of the services performed
- e. Key personnel who worked on the projects. Indicate if they would be working on this project and in what capacity

Personnel – List the Supervisor and/or Account Manager assigned to the project interfacing with the Kitsap Transit contract manager during the contract period. Include their name, title, role in the contract and years of experience in that role. Provide a resume for each (limit, one single sided page per resume).

Capacity / Operational History - List the number of years the contractor has been in continuous operation.

- a. List the names a number of years the firm has been in business under current or previous names or additional assumed business names.
- b. Describe the business orientation of the Contractor; licensing and other matters relating to relevant experience not covered elsewhere.
- c. List total number of employees.

Assurance of Uninterrupted Service - Proposer shall submit a plan to provide uninterrupted security services to Kitsap Transit, at the designated contract staffing levels and at no additional cost to Kitsap Transit in the event of a shortage of local, company employed, and qualified unarmed security guards.

- a. The plan will detail how the Proposer will employ and expedite training of new security personnel to meet the qualification requirements of this RFP in a timeframe acceptable to Kitsap Transit.
- b. The plan must also address the contractor's ability, means and commitment to provide uninterrupted service in the event of legally protected, concerted actions such as protests, demonstrations, strikes or picketing.

2.	Provide Price Proposal	25 pts
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Wages /Price Proposal - Kitsap Transit will evaluate Price on all Proposals (form included in this packet). Kitsap Transit is not obligated per the Request for Proposals process to accept the lowest price Proposal, but shall consider the Proposal which provides the greatest overall value to Kitsap Transit.

Kitsap Transit views the retention of professional security guards as vital to the efficiency and effectiveness of the contracted security services. In addition to thorough employee screening and stringent hiring practices, certain wage standards are viewed as critical to minimizing employee turnover. Proposers should therefore offer to its security personnel wages considered appropriate to accomplish this end. A proposal that provides for wages that are inadequate to achieve this goal may be determined non-responsive. A wage rate for security guards below \$10.00 /hour may not achieve the retention rate desired by Kitsap Transit. In order to ensure that adequate wages will be paid, contractor shall provide the minimum hourly wage rate paid to their security guards on the Price Quote Form.

3.	Employee Qualification, Retention, Training, Service Quality Assurance/Control Programs	20 pts
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Kitsap Transit's primary objective is to provide a safe, secure and comfortable environment for Kitsap Transit customers and employees. To meet this objective, the security company shall be responsible for providing highly qualified, professional and proactive security guards. Proposals shall include, at a minimum, the following information in a clear and comprehensive manner.

Employee Qualification - Provide a summary that outlines your firm's policy for recruiting, screening, and hiring process.

Employee Retention – Provide a summary describing how your company will be able to provide security services with the low employee turnover rate desired by Kitsap Transit.

Training – Provide a summary that defines your employee training program. Outline your commitment to initial, on-the-job, follow-on and advance training. Provide a copy of your firm's basic employee handbook.

Service Quality Assurance Programs –

- a. a. Outline the programs that your firm will employ to ensure the highest level and quality service including forms
- b. Outline your firm's methods for measuring and improving performance. Include inspection forms, frequency and schedule

- c. Provide a summary of your firm's accounts management and communication practices
- d. Provide a copy of your firm's uniform and grooming standards

4.	Provide Project Approach and Start-Up Work Plan	15 pts
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Work Plan – Provide a detailed work plan and timeline with the activities required for start-up from award of contract through the first 180 days of service. If applicable, provide a summary of any unique project approaches or services not covered or required in the scope of work or elsewhere in this RFP. If you intend to use subcontractors please provide information for each.

PLEASE INCLUDE THE FOLLOWING INFORMATION ON THE BID FORM

- State of Washington Contractor's License Number
- UBI Number
- Non-Collusion Declaration (included in this packet).
- Certificate of Liability Insurance (proof of insurance)

1.18 QUALIFICATIONS OF BIDDERS

Transit may make such investigations as it deems necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to Transit all such information and data for this purpose as Transit may request. Transit reserves the right to reject any bid if the evidence is submitted by or an investigation of the bidder fails to satisfy Transit that the bidder is properly qualified to carry out obligations of the contract and to complete the work described in this RFP.

1.19 NONDISCRIMINATION

A. OWNER IS AN EQUAL OPPORTUNITY EMPLOYER

B. NONDISCRIMINATION IN EMPLOYMENT. In the performance of this Agreement Contractor will not discriminate against any employee or applicant for employment on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical disability; provided that the prohibition against discrimination in employment because of handicap shall not apply if the particular disability prevents the proper performance of the particular work involved. Contractor shall ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, creed, color, national origin, sex, marital status, age 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 apprenticeships. Contractor shall take such action with respect to this Agreement as may be required to ensure full compliance with Chapter 49.60 Revised Code of Washington, Law Against Discrimination.

C. NONDISCRIMINATION IN SERVICES. Contractor will not discriminate against any recipient of any services or benefits provided for in this Agreement on the grounds of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical disability.

D. If any assignment and/or subcontracting has been authorized by Owner, said assignment or subcontract shall include appropriate safeguards against discrimination. Contractor shall take such action as may be required to ensure full compliance with the provisions in the immediately preceding paragraphs herein and further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

1.20 DIVERSITY

Kitsap Transit strongly encourages minority-owned (MBE) and women-owned businesses (WBE), socially and economically disadvantaged businesses (DBE), and small businesses to respond to this RFP or to participate in subcontracting capacity on Transit contracts.

1.21 CONTRACT

A sample Contract form is included in the bid package as Exhibit D, which form shall be used and required of the bidder to be executed for the Contract. The successful bidder will be required to execute the Contract, provide a certificate of insurance with Kitsap Transit listed as additional insured, and other required submittals within 10 calendar days from the date of the Contract award.

1.22 APPLICABLE LAW

All applicable laws, ordinances and the rules and regulations of all authorities having jurisdictions over Transit or of the work to be performed by the contractor shall apply to the contract throughout and the bidder shall be required to be familiar with and comply with any such laws, ordinances, rules and regulations.

1.23 PREVAILING WAGES

Washington State Prevailing Wages will not apply to this contract for Security Services. However, in an emergency situation where security staff may be requested to perform other duties, such as traffic control, Prevailing Wages may apply.

1.24 INSURANCE REQUIREMENTS

The successful bidder will be required to provide evidence of insurance in accordance with the requirements set forth in this RFP Section 2.14 Insurance. Bidders should pay special note to the insurance requirements and insurance documents required.

1.25 REGISTRATION REQUIREMENTS

All Bidders shall be registered as Contractors by the Washington State Department of Licenses in conformance with the requirements of applicable parts of Chapter 18, RCW (an act providing for the registration of Contractors).

1.26 SALES TAX

If applicable, sales tax on this contract as determined by the Washington State Department of Revenue will be added to the amounts due and the Contractor will be responsible for making payment of the tax to the State of Washington. Sales tax SHALL NOT be included in the unit or lump sum prices stated in the Proposal. All other taxes are the sole responsibility of the Contractor.

1.27 RIGHTS RESERVED

1. Transit reserves the right to waive any minor informalities or irregularities in submittals or the failure of any respondent to comply if it is in the public interest to do so. Transit also reserves the right to reject any and all submittals upon its determination that such cancellation or rejection is in the best interest of Transit. Transit further reserves the right to withdraw this RFP in whole or in part at any time prior to contract award.
2. Any solicitation or lobbying directed at any Transit staff member, commissioner or agent is prohibited and may be grounds for the disqualification of the proposal.
3. Transit reserves the right to re-issue a RFP if only one (1) submittal is received.
4. Transit reserves the right to request additional information from any responder after the submittal deadline.
5. Transit reserves the right to omit or add tasks to the scope of work dependent upon the available funding for the project.
6. Transit reserves any and all other rights to which they are legally entitled under federal, state or local laws.

END SECTION 1

SECTION 2

GENERAL PROVISIONS

2.1 DEFINITIONS

As used throughout this document, the following terms shall have the meanings set forth below:

The "Department Director" is responsible for the overall administration of this Agreement for Kitsap Transit.

The "Project Manager" is designated by the Department Director and is responsible for the day-to-day scope of work performance of this Agreement for Kitsap Transit.

The "Project Coordinator" is the person designated by the Department Director as the contract documents administrator for the purposes of execution of the Agreement, submittals, contract modifications, rate increases, and general correspondence between contractor and owner.

The "Contractor" is the entity with which this Agreement is entered into. The Contractor shall designate an authorized representative who is empowered to execute documents, receive notice and otherwise act on behalf of and as an agent of the Contractor.

"Subcontractor" is a person or firm employed by the Contractor, who performs all or part of those services under this Agreement on behalf of the Contractor regardless of tier.

The "Contract Documents" are the writings embodying the legally binding obligations between Kitsap Transit and the Contractor for completion of the Services.

The "Scope of Work" describes the Contractor's obligations for performance of the services under this Agreement.

"Reference Documents" are documents regarding Kitsap Transit procedures, policies, financial documents, resolutions, correspondence, memoranda relating to Kitsap Transit business or the services performed under this Agreement, including studies and reports prepared specifically for the services performed under this Agreement by Kitsap Transit or Kitsap Transit's Contractors.

"Contract Modification" is a written order issued by Kitsap Transit making changes to this Agreement in most cases approved and signed by both parties.

"Disadvantaged Business Enterprise" or "DBE" is a business that has been certified as eligible to participate as a DBE by the Washington State Office of Minority and Women Business Enterprise (OMWBE).

"KT" refers to Kitsap Transit – A public transportation benefit area (PTBA), authorized by RCW 36.57A, located in Kitsap County, Washington.

"Proposer" is the person or entity submitting a response to this RFP.

"Private Security Company" is a person or entity licensed under RCW 18.170 and engaged in the business of providing the services of Private Security Guards on a contractual basis.

"Private Security Guard" is an individual who is licensed under RCW 18.170 and is principally employed as or typically referred to as one of the following:

1. Security Officer or Guard
2. Patrol or Merchant Patrol Service Officer or Guard
3. Burglar Alarm Response Runner; or
4. Crowd Control Officer or Guard.

2.2 ADMINISTRATION AND SUPERVISION

1. The Contractor represents that it has, or will obtain, all personnel necessary to perform the services required under this Agreement and that such personnel shall be qualified, experienced, and licensed as may be necessary or required by laws and regulations to perform such services. All services required under this Agreement shall be performed by the Contractor, its employees,

or by Subcontractors whose selection has been authorized by Kitsap Transit; provided, that Kitsap Transit's authorization shall not relieve the Contractor or its Subcontractors from any duties or obligations under this Agreement or at law to perform in a satisfactory and competent manner. The Contractor will remove from the Agreement any of its Subcontractors or personnel assigned to perform services under this Agreement if, after the matter has been thoroughly considered by Kitsap Transit and the Contractor, Kitsap Transit considers such removal necessary and in the best interests of the services performed under this Agreement and so advises the Contractor in writing.

The services performed under this Agreement must be coordinated and integrated with other Kitsap Transit operations and activities. Management and general supervision for the services shall be the responsibility of the Department Director. Day-to-day management of the progress of services and/or tasks shall be performed by the Project Manager. The Project Manager, in conjunction with the Project Coordinator, shall be responsible for issuing notices, authorizations, changes and modifications to this Agreement and the services performed under it. The Department Director shall be responsible for determining when the services have been satisfactorily performed by the Contractor and for ensuring that the Contractor complies with all provisions of this Agreement, including disadvantaged business enterprise and equal employment opportunity commitments.

2.3 STATEMENT OF WORK

Contractor shall provide the services as identified and directed by Kitsap Transit.

1. The Contractor shall be responsible for the quality, technical accuracy and the coordination of all services furnished under this Agreement. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in the services furnished. The Contractor shall provide the services as described in the Contract Document in a professional, complete and competent manner.

Kitsap Transit shall make available to the Contractor, without cost, copies of reference documents related to the services performed under this Agreement that are readily available and on file at Kitsap Transit. Except as specifically provided here, these documents are available solely as additional information to the Contractor and do not relieve the Contractor of its duties and obligations under this Agreement nor constitute any representation or warranty by Kitsap Transit.

This Agreement is non-exclusive and Kitsap Transit reserves the right to obtain like or similar services from other Contractors/sources.

2.4 CHANGES AND ADDITIONAL WORK

1. Kitsap Transit may, at any time, by written order, direct the Contractor to revise portions of the Project work previously completed in a satisfactory manner, delete portions of the Project, or make other changes within the general scope of the services or work to be performed under this Agreement. If such changes cause an increase or decrease in the Contractor's cost of, or time required for, performance of any services under this Agreement, an equitable cost and/or completion time adjustment shall be made and this Agreement shall be modified in writing accordingly. The Contractor must assert any claim for adjustment under this Section in writing within thirty (30) calendar days from the date of receipt by the Contractor of the notification of change. The Contractor shall not perform any work or make any revisions to the services or Scope of Work until Kitsap Transit has approved the work in writing and has agreed to the price to be paid for such work in writing.
2. Kitsap Transit may, at any time, request that the Contractor perform additional services beyond the original scope of the services, hereinafter referred to as "Additional Work." Compensation for each request for Additional Work will be negotiated by Kitsap Transit and the Contractor consistent with the compensation provisions set forth in Section 2.8 and, if authorized, shall be considered part of the Scope of Work. The Contractor shall not perform any Additional Work until authorized by Kitsap Transit in writing.

No services for which additional compensation will be charged under this Section or any other section of this Agreement by the Contractor shall be furnished without the prior written authorization of Kitsap Transit, as to the changes to be made and the price to be charged per change.

2.5 RESPONSIBILITY OF THE CONTRACTOR

1. The Contractor shall be responsible for the professional quality, technical adequacy and accuracy, timely completion and coordination of all services prepared or performed by the Contractor and its Subcontractors under this Agreement.
2. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in such services; and, in the event of any deficiencies in such services resulting from the Contractor's professional negligence or from the professional negligence of the Contractor's Subcontractors, whether or not deficiencies have been brought to the attention of Kitsap Transit, the Contractor shall indemnify and reimburse Kitsap Transit for the cost of the corrective work necessary to correct any deficiencies and the consequences of deficiencies caused by the Contractor's or Subcontractors' professional negligence. Notwithstanding anything to the contrary stated here, Contractor's liability as set forth in this Section shall be subject to the limitations set forth in Paragraph 2.18, Liability and Indemnification.
3. The Contractor shall perform its services in a manner that conforms to generally accepted professional standards applicable to the types of services provided here. The remedies here are nonexclusive, cumulative and in addition to any other remedy available to Kitsap Transit under this Agreement or otherwise provided by law or in equity.
4. Kitsap Transit's approval of products of the professional services rendered here shall not in any way relieve the Contractor of responsibility for the technical adequacy or accuracy. Neither Kitsap Transit's review, approval, acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement.

2.6 CONTRACT DURATION

1. The Contractor shall not begin any work under the terms of the Agreement until authorized in writing by Kitsap Transit. After execution of this Agreement by Kitsap Transit and the Contractor, Kitsap Transit will issue a written Notice to Proceed for the services or specific tasks thereof.
2. The service shall begin approximately September 17, 2012, for a period of 3 years with two (2) one-year extensions unless terminated earlier under the provisions contained in this Agreement.
3. Delivery Extension and Delays. Transit reserves the right, and at its sole discretion, to extend the time for performance of the services contemplated by this Agreement. No delay shall be granted in connection with the acts, omissions, negligence, or mistakes of the Contractor, the Contractor's Subcontractors or their agents.

During performance under this Agreement, the Contractor shall manage the Agreement such that it and its Subcontractor's services are provided and performed in a cost-effective and efficient manner.

2.7 REPORTING REQUIREMENTS

1. Security Personnel shall prepare a Daily Activity Report to include incidents. The Contractor shall prepare a monthly incident summary report, in a form approved by Kitsap Transit. Daily Activity Report forms will be provided by the Contractor and will include, but not be limited to the following information:
 - Security guard's name and badge number
 - Date and time of shift
 - Identify safety or fire hazards; malfunctioning or damaged equipment; and vandalism or property damage
 - A written description of any unusual incident or accident occurring during his/her shift

2. Contractor shall submit a monthly summary report with invoice.

2.8 CONTRACT PRICE

1. **Contract billing rate is all-inclusive** and Kitsap Transit shall not pay for any additional invoiced costs. The billing rate shall include all costs necessary to perform the services, including such costs as training, background checks, materials, supplies, administration, supervision, and any other costs.

The Contract billing rates shall remain firm until approximately September 17, 2015. Reasonable billing rate changes may be made annually thereafter provided the Contractor supplies satisfactory documentation in advance to the Project Manager at Kitsap Transit for review and approval prior to any rate changes.<

2. **Price Increase.** At least 45 days prior to approximately September 17, 2015 and each year thereafter; the Contractor may submit a written request for an increase in wages and benefits to Kitsap Transit. The Contractor may submit a price increase request each year 45 days prior to September 17th of that year. <

The formula used to calculate an increase in wage rates is the U.S. Department of Labor; Bureau of Labor Statistics reported consumer price increase (CPI) for the Seattle-Tacoma, Bremerton area. Kitsap Transit shall permit an increase not to exceed 80% of the CPI, based upon the second half semi-annual average for the previous year for an increase in the current year. The price increase shall be no more than 5% of the existing hourly billing rate.

The request shall be considered by Kitsap Transit and may be accepted or rejected. Failure to submit a price request at least 45 days prior to September 3rd shall result in a continuation of the existing price on the contract for the next 365 days. The decision to accept any price increase will be at the sole discretion of the Department Director.

Kitsap Transit retains the right to waive these requirements for any extraordinary condition that could not have been known by either party at the time of the bid or for other circumstances beyond the control of both parties, in the opinion of Kitsap Transit.

2.9 PAYMENT

1. Payment shall be made monthly upon submittal of a pay request/invoice for work performed to date as determined by Transit. Failure to perform any of the obligations under the contract by Contractor may be decreed by Transit to be adequate reason for withholding any payments until compliance is achieved. Kitsap Transit shall pay the Contractor for services provided in a satisfactory manner in accordance with the prices specified in the Proposal Form and with the Scope of Work.
2. The Contractor shall submit invoices for services rendered on a monthly basis. Invoices for services rendered shall be submitted to Kitsap Transit with the rates and/or prices identified in the Proposal Forms. For hourly rates, labor costs shall be the total number of hours worked on the services by each employee multiplied by the regular hourly rate for such employee's labor category as specified on the Proposal Pricing form. Such invoices shall be in such form as may be approved by the Project Manager and shall be tendered to Kitsap Transit's Finance Dept. with complete documentation. Payment shall be net thirty (30) days following acceptance of the goods or services, monthly activity summary report and receipt of a properly completed invoice.

All payments to Contractor shall be remitted by mail.

Invoices shall be mailed to:

Kitsap Transit,
Attn: Finance Dept.
60 Washington Ave Suite 200,
Bremerton WA 98337

No payment in advance or in anticipation of services or supplies shall be provided under this Agreement.

No payment, whether monthly or final, to the Contractor for any services shall constitute a waiver or release by Kitsap Transit of any claims, rights, or remedies it may have against the Contractor under this Agreement or by law, nor shall such payment constitute a waiver, remission, or discharge by Kitsap Transit of any failure or fault of the Contractor to satisfactorily perform the services as required under this Agreement.

2.10 SUBCONTRACTS

Any Subcontractors and outside associates or consulting firms or individuals, including any substitutions thereof, required by the Contractor in connection with work to be provided under this Agreement will be subject to prior authorization by Kitsap Transit. Each subcontract and a cost summary, therefore, shall be subject to review by Kitsap Transit prior to the Subcontractor proceeding with the work. The Contractor shall be responsible for the professional standards, performance, and actions of all persons and firms performing subcontract work.

Kitsap Transit hereby authorizes the Contractor to subcontract with the persons and firms listed in the Proposal Forms. The Contractor, at the request and direction of Kitsap Transit, will provide copies of any written agreements showing their contractual relationship.

2.11 NON-DISCRIMINATION IN EMPLOYMENT AND CONTRACTING

1. Kitsap Transit has adopted Guiding Principles for Employment and Contracting, identifying key objectives that Kitsap Transit will promote and encourage through its policies. The Guiding Principles are implemented in accordance with applicable federal, state and local laws and regulations. To the extent applicable, the Guiding Principles are the basis for certain provisions set forth in this RFP and Agreement.
 - a. It is the policy of Kitsap Transit that discrimination against any person on the basis of race, color, age, sex, marital status, sexual orientation, religion, ancestry, national origin or the presence of any sensory, mental or physical disability in an otherwise qualified disabled person are prohibited. The Contractor shall adhere to non-discrimination provisions and shall make reasonable efforts to meet Kitsap Transit's workforce diversity objectives on this Contract. Such efforts shall apply to the employment of persons on the permanent or core employee workforce, the employee workforce secured solely for this Contract, and interns or trainees secured for this Contract. The Contractor shall not exclude any person from participation in the award and performance of any work under contracts and agreements awarded by Kitsap Transit. Firms doing business or offering to do business with Kitsap Transit shall afford equal, non-discriminatory opportunities to potential joint venture partners, subcontractors, Subcontractors and suppliers on contracts and agreements awarded by Kitsap Transit.

The Contractor shall comply with applicable obligations and requirements under Chapter 49.60 RCW, the Washington state "law against discrimination", including rules and regulations promulgated pursuant to such law. In particular, the Contractor as an employer shall not commit any unfair practices prescribed in RCW 49.60.180.

The Contractor shall cooperate in any studies or surveys as may be conducted by Kitsap Transit and as may be necessary to determine the extent of the Contractor's compliance with Kitsap Transit's Diversity Program policies.

2.12 EQUAL EMPLOYMENT OPPORTUNITY

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, sex, sexual orientation, age, nationality, or the presence of any sensory, mental, or physical disability, unless based upon a bona fide occupational qualification.
2. The Contractor shall implement and carry out the obligations regarding equal employment opportunity submitted as part of its Proposal to perform this Agreement and the equal employment opportunity provisions set forth in this Agreement. Failure to implement and carry out such obligations and provisions in good faith may be considered by Kitsap Transit a material

breach of this Agreement and grounds for withholding payment and/or termination of the Agreement and dismissal of the Contractor.

3. The Contractor shall require that substantially the same provisions as in this Section are contained in all Subcontractor agreements entered into by the Contractor under this Agreement.

2.13 LIABILITY AND INDEMNIFICATION

1. The Contractor shall comply, and shall require its Subcontractors to comply, with all Kitsap Transit resolutions, motions and federal, state, and local laws, regulations, and ordinances applicable to the services to be performed under this Agreement.
2. In performing work and services, the Contractor and its Subcontractors, employees, agents, and representatives shall be acting as independent contractors and shall not be deemed or construed to be employees or agents of Kitsap Transit in any manner whatsoever. The Contractor shall not hold itself out as, nor claim to be, an officer or employee of Kitsap Transit by reason hereof and will not make any claim, demand, or application to or for any right or privilege applicable to an officer or employee of Kitsap Transit. The Contractor shall be solely responsible for any claims for wages or compensation by Contractor employees, agents, and representatives, including Subcontractors, and save and hold Kitsap Transit harmless therefrom. The Contractor shall indemnify, defend and hold Kitsap Transit harmless for any costs and pay any damages or judgments related to any claim brought by any person employed in any capacity by Contractor, Subcontractors, or any agency on the Project, with respect to the payment of wages, salaries, or other compensation or benefits, including but not limited to benefits such as medical, health, retirement, vacation, sick leave, etc.

The Contractor shall indemnify, defend and hold Kitsap Transit harmless for any costs and pay any damages or judgments related to any claim brought by any person employed in any capacity by Contractor, Subcontractors, or any agency on the Project, with respect to the payment of wages, salaries, or other compensation or benefits, including but not limited to benefits such as medical, health, retirement, vacation or sick leave.

To the maximum extent permitted by law or the provisions of this Section, the Contractor agrees to release, indemnify and hold harmless Kitsap Transit, its successors and assigns, and its and their shareholders, officers, officials, directors, Contractors, and employees, (collectively "the Indemnified Parties") from and against any liability including any and all suits, claims, actions, losses, costs, penalties, response costs, and damages of whatsoever kind or nature to the extent arising out of, in connection with, or incident to the Contractor's performance of this Agreement or the services; provided, however, that if the provisions of RCW 4.24.115 apply to the services and any such injuries to persons or property arising out of performance of this Agreement are caused by or result from the concurrent negligence of the Contractor or its Subcontractors, agents or employees, and an Indemnified Party, the indemnification applies only to the extent of the negligence of the Contractor, its Subcontractors, agents or employees.

The Contractor specifically assumes potential liability for actions brought by the Contractor's own employees or former employees against any indemnified party, and for that purpose the Contractor specifically waives all immunity and limitations on liability under the Workers Compensation Act, RCW Title 51, or any industrial insurance act, disability benefit act or other employee benefit act of any jurisdiction that would otherwise be applicable in the case of such claim. This indemnity obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or a Subcontractor under Workers' Compensation, disability benefit or other employee benefits laws. The Contractor recognizes that this waiver was specifically entered into and was the subject of mutual negotiation. Provided, however, Contractor's waiver of immunity by the provisions of this paragraph extends only to claims against contractor by Kitsap Transit, and does not include, or extend to, any claims by contractor's employee directly against contractor.

The Contractor further agrees to assume the defense of the Indemnified Parties with legal counsel acceptable to Kitsap Transit, whose acceptance shall not be unreasonably withheld, in all legal or claim proceedings arising out of, in connection with, or incidental to the performance

of this Agreement or the services. The Contractor shall pay all defense expenses, including attorneys' fees, expert fees, and costs (collectively "defense costs") incurred directly or indirectly on account of such litigation or claims, and the Contractor shall satisfy any judgment rendered in connection therewith. In the event that any lien is placed upon the property of any of the Indemnified Parties as a result of such suits or legal proceedings, the Contractor agrees to immediately cause the same to be dissolved and discharged by giving bond or otherwise. The Contractor may settle any suit, claim, action, loss, cost, penalty, or damages, subject to the approval of Kitsap Transit, whose approval shall not be unreasonably withheld, if such settlement completely and forever extinguishes any and all liability of the Indemnified Parties. In the event of litigation between the parties to enforce the rights under this Section, reasonable attorney fees shall be allowed to the prevailing party.

Contractor further agrees that any review and/or approval by Kitsap Transit and/or others hereunder shall not relieve Contractor of any of its obligations to perform to generally accepted professional standards applicable to the types of services provided hereunder or in any way diminish its liability for the performance of such obligations or its obligations to provide the indemnities hereunder.

The foregoing indemnities and duties to defend shall survive the termination of this Agreement and final payment, and are in addition to any other rights or remedies which Kitsap Transit and/or any of the Indemnified Parties may have by law or under this Agreement. In the event of any claim or demand made against any Indemnified Party hereunder, Kitsap Transit may, in its sole discretion, reserve, retain or apply any monies due to the Contractor under the Agreement for the purpose of resolving such claims; provided, however, that Kitsap Transit may release such funds if the Contractor provides Kitsap Transit with adequate assurance of the protection of Kitsap Transit's and the other Indemnified Parties' interests.

The Contractor shall not assign any interest, obligation, or benefit in this Agreement or transfer any interest in the same, whether by assignment or novation, without prior written consent by Kitsap Transit; provided, however, that claims for money due or to become due to the Contractor from Kitsap Transit under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such claim assignment shall be furnished promptly to Kitsap Transit.

Kitsap Transit's rights and remedies in this Agreement are in addition to any other rights and remedies provided by law.

This Agreement and all provisions shall be interpreted in accordance with the laws of the State of Washington in effect on the date of execution of this Agreement. Subject to the provisions herein regarding exhaustion of administrative remedies, the Superior Court of Kitsap County, Washington, shall have exclusive jurisdiction and venue over any legal action arising under this Agreement.

2.14 INSURANCE

1. **Insurance Requirements:** The Contractor shall at its sole cost and expense, obtain and maintain during the entire term of this Agreement the minimum insurance set forth below. In the event the Contractor is a Joint Venture, these insurance requirements shall apply to each Joint Venture member separately. By requiring such minimum insurance, Kitsap Transit shall not be deemed or construed to have assessed the risks that may be applicable to the Contractor under this Agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain greater limits and/or broader coverage. The fact that insurance is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor, including without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Kitsap Transit shall not be limited to the amount of the required insurance coverage.
 - a. **General Liability:** Commercial General Liability for bodily injury including death, personal injury and property damage coverage, with contractual and completed operations endorsements, utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per occurrence.

- b. **Automobile Liability.** Commercial Auto Liability coverage for bodily injury and property damage utilizing insurers and coverage forms acceptable to Kitsap Transit, with a limit of at least \$1,000,000 per accident.
- c. **Professional Liability:** Whenever the work under this Agreement includes "professional services," the Contractor shall maintain the appropriate Professional Liability insurance, affording limits of liability of \$1,000,000 per occurrence, for damages sustained by reason of or in the course of operations under the Agreement whether occurring by reason of acts failing to meet the standard of care required by this Agreement, negligent acts, or errors, or omissions of the Contractor.
- d. **Workers Compensation:** The Contractor and Subcontractor will secure its liability for industrial injury to its employees in accordance with the provisions of RCW Title 51. The Contractor and Subcontractor will be responsible for Workers Compensation insurance for any Subcontractor who provides services under subcontract. If the Contractor and Subcontractor are qualified as a self-insurer under Chapter 51.14 of the Revised Code of Washington, it will so certify to the Owner by submitting a letter signed by a corporate officer, indicating that it is a qualified self-insurer, and setting forth the limits of any policy of excess insurance covering its employees.
- e. **Other Insurance:** Other insurance as may be deemed appropriate by Kitsap Transit; costs of which shall be borne by contracting parties as mutually agreed.

Certificates and Policies: Prior to commencement of services for this Agreement, the Contractor shall provide Kitsap Transit with certificates of insurance showing insurance coverage in compliance with the above Paragraphs. All insurance coverage outlined above shall be written by insurance companies meeting Kitsap Transit's financial security requirements, (A.M. Best's Key Rating A-; VII or higher). **Such certificates shall reference the title of this Agreement** and will state that the Contractor shall provide thirty (30) calendar days advance written notice to Kitsap Transit in the event the Contractor's insurance policies are cancelled, not renewed, or materially reduced in coverage. Should the Contractor neglect to obtain and maintain in force any of the insurance required in this Section, Kitsap Transit may suspend or terminate this Agreement. Suspension or termination of this Agreement shall not relieve the Contractor from insurance obligations hereunder.

Additional Insured Endorsement: General Liability Insurance and Builder's Risk Insurance must state that Kitsap Transit will be specifically named additional insured(s) for all coverage provided by this policy of insurance and shall be fully and completely protected by this policy from all claims. Language such as the following should be used: **Kitsap Transit is to be named Additional Insured in respect to the Agreement for Security Guard Services.**

Taking into account the Scope of Work and Services to be performed by a Subcontractor, the Contractor shall prudently determine whether, and in what amounts, each Subcontractor shall obtain and maintain public liability, professional liability, and any other insurance coverage. Any insurance required of Subcontractors shall, where appropriate and/or applicable, name Kitsap Transit as an additional insured.

The Contractor and its insurers shall endorse the required insurance policy (ies) to waive their right of subrogation against Kitsap Transit. The Contractor and its insurers also waive their right of subrogation against Kitsap Transit for loss of its owned or leased property or property under its care, custody and control.

No provision in this Section shall be construed to limit the liability of the Contractor for services not done in accordance with the Agreement, or express or implied warranties. The Contractor's liability for the services shall extend as far as the appropriate periods of limitation provided by law and up to any legal limits.

The Contractor may obtain any combination of coverage or limits that effectively provides the same or better amounts and types of coverage as stipulated above, subject to review and approval by Kitsap Transit.

The Contractor warrants that this Agreement has been thoroughly reviewed by the Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

2.15 DISPUTES AND REMEDIES

Resolving Conflicts: Kitsap Transit and the Contractor agree to use their best efforts to resolve disputes arising out of or related to this Agreement using good faith negotiations and the principles of Project Partnering by engaging in the following Dispute Resolution Process should any such disputes arise:

Protest and Appeals Process: (Exhibit B) Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the contracting officer. This decision shall be final and conclusive unless within ten (10) calendar days from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with said appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The final decision of the Executive Director shall be binding upon the Contractor and the Contractor shall abide by the decision.

At all times during the course of the conflict or dispute resolution efforts the Contractor agrees to continue to perform the services with due diligence in accordance with the contract documents.

2.16 NOTICE

Any notice required to be given under the terms of this Agreement shall be directed to the party at the address set forth in the Agreement form. Notice shall be considered issued and effective upon receipt by the addressee or twenty-four (24) hours after mailing to the place of business set forth, whichever is earlier.

2.17 AUDIT AND ACCESS TO RECORDS

1. Maintenance of Records: The Contractor, including its Subcontractors, shall maintain books, records, documents, and other evidence directly pertinent to performance of the services under this Agreement in accordance with generally accepted accounting principles and practices consistently applied. The Contractor shall maintain an index of such records to facilitate access and recovery of such records.
2. Access For Audit Purposes: Kitsap Transit or any of its duly authorized representatives shall, for the purpose of audit and examination, have access to and be permitted to inspect such books, records, documents, and other evidence for inspection, audit, and copying for a period of six (6) years after final payment is made under this Agreement. Kitsap Transit shall also have access to such books, records, and documents during the performance of the services if deemed necessary by Kitsap Transit to verify Contractor services and invoices, to assist in negotiations for additional work, and to resolve claims and disputes. Kitsap Transit will give five (5) working days notice to the Contractor for access to original records. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency.

The Contractor agrees to the disclosure of all information and reports resulting from access to records under Paragraphs A and B of this Section provided that the Contractor is afforded the opportunity for an audit exit conference and an opportunity to comment and submit any supporting documentation on the pertinent portions of the draft audit report and that the final audit report will include written comments of reasonable length, if any, of the Contractor.

The periods of access and examination described in Paragraphs A and B of this Section for records that relate to (1) disputes between Kitsap Transit and the Contractor, (2) litigation or settlement of claims arising out of the performance of this Agreement, or (3) costs and expenses of this Agreement as to which exception has been taken by the Comptroller General or any of his or her duly authorized representatives, shall continue until all disputes, claims, litigation, appeals, and exceptions have been resolved.

2.18 COMPLIANCE WITH ALL LAWS AND REGULATIONS

1. The Contractor agrees to comply with all federal, state and local laws and regulations applicable to such services.
2. The Contractor shall comply with all federal, state, and local licensing, registration, filing and/or certifications standards, all applicable accrediting standards, and any other standards or criteria established by any agency of the State of Washington or of the federal government applicable to the Contractor's operation.

The Contractor shall comply and, to the best of its ability, shall require its Subcontractors to comply with all Kitsap Transit resolutions and policies (for example Kitsap Transit's policy on equal employment opportunity and harassment) and federal, state and local laws, regulations and ordinances applicable to the work and services to be performed under this Agreement. Copies of Kitsap Transit's resolutions and policies are available upon request.

Kitsap Transit and the Contractor agree to exercise reasonable efforts to stay apprised of any changes to federal, state or local laws, regulations and ordinances referred to in this Section, to bring any such changes to the attention of the other party and to negotiate in good faith the effects of any such changes.

2.19 SUSPENSION OF WORK

1. Kitsap Transit may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the services of this Agreement for a period of time that Kitsap Transit determines appropriate for the convenience of Kitsap Transit. The Contractor shall immediately comply with such order and such compliance shall be in accordance with the order. The Contractor shall immediately recommence the services in accordance with Kitsap Transit's notice lifting the suspension, delay, stop work, or interruption order.

In addition, if the performance of all or any part of the services is, for an unreasonable period of time, suspended, delayed, or interrupted: 1) by an act of Kitsap Transit in the administration of this Agreement, or 2) by Kitsap Transit's failure to act within a reasonable time or within the time specified in this Agreement, an adjustment shall be made for any increase in the cost of performance of this Agreement, exclusive of profit, necessarily caused by the unreasonable suspension, delay or interruption, and the Agreement shall be modified in writing accordingly. However, no adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition or provision of this Agreement.

An adjustment to this Agreement under this clause shall not be allowed: 1) for any costs incurred more than twenty (20) calendar days before the Contractor shall have notified Kitsap Transit in writing of the act or failure to act involved (but this requirement shall not apply as to a request/proposal for adjustment resulting from suspension order), and 2) unless the adjustment, in an amount stated is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under this Agreement.

2.20 TERMINATION OF AGREEMENT

1. Termination for Default
 - a. Kitsap Transit may terminate this Agreement, in whole or in part, in writing if the Contractor substantially fails to fulfill any or all of its obligations under this Agreement through no fault of Kitsap Transit; provided, that, insofar as practicable, the Contractor will be given: (1) not less than ten (10) calendar days' written notice delivered by certified mail, return receipt requested, of intent to terminate; and, (2) an opportunity for consultation with Kitsap Transit before termination. An opportunity for consultation shall not mean the Contractor can prohibit Kitsap Transit's termination of the Agreement.

- b. If Kitsap Transit terminates for default on the part of the Contractor, Kitsap Transit shall determine the amount of services satisfactorily completed to the date of termination and the amount owing to the Contractor using the criteria set forth below; provided, that (1) no amount shall be allowed for anticipated profit on unperformed services or other work and (2) any payment due to the Contractor at the time of termination may be adjusted to the extent of any additional costs Kitsap Transit incurs because of the Contractor's default. In such event, Kitsap Transit shall consider the actual costs incurred by the Contractor in performing the services to the date of termination, the amount of services originally required that was satisfactorily completed to the date of termination, whether those services are in a form or of a type that is usable and suitable to Kitsap Transit at the date of termination, the cost to Kitsap Transit of completing the services itself or of employing another firm to complete it and the inconvenience and time that may be required to do so, and other factors that affect the value to Kitsap Transit of the services performed to the date of termination. Under no circumstances shall payments made under this provision exceed the Total Price set forth in this Agreement. This provision shall not preclude Kitsap Transit from filing claims and/or commencing litigation to secure compensation for damages incurred beyond that covered by letter of credit or other withheld payments.

2. Termination for Convenience

- a. In addition to termination under Paragraph 1.a. of this Section, Kitsap Transit may terminate this Agreement, in whole or in part, in writing, for its convenience and/or lack of monetary appropriations.

If Kitsap Transit terminates for convenience, Kitsap Transit will pay an amount for services satisfactorily performed to the date of termination, a reasonable profit for such services or other work satisfactorily performed, and an amount for expenses incurred before the termination, in addition to termination settlement costs the Contractor reasonably incurs relating to commitments that had become firm before the termination, unless Kitsap Transit determines to assume said commitments.

Upon receipt of a termination notice under Paragraphs 1.a. or 1.b., such other information and materials as the Contractor or Subcontractors may have accumulated in performing this Agreement, whether completed or in progress, and all equipment/materials purchased specifically for the Agreement where Kitsap Transit has reimbursed the Contractor for such costs.

Upon termination under any Paragraph above, Kitsap Transit may take over the services and perform the same to completion by agreement with another party or otherwise.

If, after termination for failure of the Contractor to fulfill contractual obligations, it is determined that the Contractor has not so failed, the termination shall be deemed to have been effected for the convenience of Kitsap Transit. In such event, the equitable adjustment shall be determined as set forth in Paragraph 2.a. of this Section.

If, because of death, unavailability, or any other occurrence, it becomes impossible for any lead personnel employed by the Contractor in performing the services or for any corporate officer of the Contractor to render services, the Contractor shall not be relieved of its obligations to complete performance under this Agreement without the concurrence and written approval of Kitsap Transit. If Kitsap Transit agrees to termination of this Agreement under this provision, payment shall be made as set forth in Paragraph 2.a. of this Section.

- b. Termination for High Turnover Rate: If such an occurrence is in excess of the industry standard in the Kitsap County area it will be considered unacceptable, and may be cause for contract termination. Kitsap Transit and the Contractor shall agree that security officer turnover rates are a primary concern to Kitsap Transit. Kitsap Transit and the Contractor shall agree to employ a continuous effort to achieve a turnover rate that is significantly below industry standard turnover rates. Turnover shall mean the number of security officers hired to replace those leaving or dropped from the contractor's work force. Turnover rates shall

include security officers who willingly leave the Contractor's company or are terminated for cause.

- c. Termination for Interruption of Service. The Contractor shall provide uninterrupted service at a staffing level acceptable to Kitsap Transit throughout the term of the contract and any extensions. The Contractor will be considered in default and at Kitsap Transit's sole discretion, subject to termination for any interruption of acceptable service not restored by the Contractor in a timeframe acceptable to Kitsap Transit.

END OF SECTION 2

SECTION 3 SCOPE OF WORK

3.1 SERVICES REQUESTED

This Request for Proposal (RFP) is issued to obtain the services of a Private Security Guard Company to provide UNARMED Private Security Guard Services to perform services as outlined in the Scope of Work and as directed by Kitsap Transit's Department Director or his/her agent.

Solicitation Objectives: Below are the objectives that Kitsap Transit desires to achieve with this RFP. This is not an inclusive list; although Kitsap Transit has made an effort to prioritize the key objectives below:

1. Contractor shall practice good personnel and labor relations that support the reliability and quality of services; including practices that reduce turnover, increase employee morale; encourage better training; and help promote a professional and stable work force that proactively addresses public safety risks, is best able to address emergencies, and provides a safe, secure and comfortable environment for Kitsap Transit's customers, employees and contractors.
2. Contractor shall provide a highly qualified and stable workforce.
3. Contractor shall provide a guarantee of uninterrupted services; which ensure that appropriate levels of security services are maintained at all times without interruption.
4. Contractor shall provide a single service for all Kitsap Transit facilities, properties and service vehicles providing fixed and mobile patrol protection and enforcement; and the ability to rapidly expand or retract coverage levels in response to changing service levels and/or increases in the National Alert Level.
5. The agency desires to establish a long-term 3-year contract with two (2) one-year extensions with an experienced and qualified contractor; who can guarantee high-quality; reliable and stable services without interruption throughout the term of the contract.

3.2 WORK DESCRIPTION

The services to be provided are Unarmed Security Guard Services at Kitsap Transit Facilities and certain Park and Ride Lots. These services include, but are not limited to, standing security posts, roving security patrols, vehicle protection, monitoring security systems, supervising security personnel, receiving and recording security incident reports from Security Guards and other non-security personnel as needed; and carrying out security tasks as required by post-specific post orders.

The Contractor will be responsible for the following:

1. Furnish trained and highly qualified unarmed security guards in sufficient number to provide the service as requested by Kitsap Transit. This service shall be continuous, regardless of weather, disaster, or threatened or actual organized labor action. The service provided will include, but not be limited to, the following:
 - a. Administering security procedures and approved post orders at designated facilities; Kitsap Transit buildings; Park and Ride lots; and other locations as required.
 - b. Establishing a method for KT to verify post checks per schedule, per site and provide a report to KT.
 - c. Provide the ability for KT to access and review daily service logs as necessary.
2. Access control of persons, vehicles, and other property.
 - a. Security Guards at each location shall become familiar with Kitsap Transit's service operations, including scheduled bus arrivals and departures from each respective location.

- b. The Gateway Center Park and Ride lot requires the security guard to ensure commuters are parking in their designated areas and that employees who work at the building are parking in their designated areas. Commuters parking in the Gateway lot must be same-day bus users, or they are not allowed to use the lot.
 - c. At the Gateway Center Building the security guard shall check access doors and restrooms for loiterers and security.
 - d. Inspect vehicles left unlocked and/or which have valuables in clear sight and leave a written message warning the driver of the high risk of theft.
 - e. Issue written warnings to violators.
 - f. Report unauthorized parked or abandoned vehicles to Kitsap Transit's Parking Enforcement Program, Corrine Harris at Kitsap Transit 360-824-4907.
3. Provide site surveillance by foot.
 4. Monitor the public and watching for potential disturbances.
 5. Identify and report security and safety violations.
 6. Maintain files for security-related documentation.
 7. Assist Kitsap Transit personnel in emergent situations to include, but not limited to, service interruptions and fire/life safety incidents.
 - a. Maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty among all security personnel.
 - b. Require the security personnel to proactively enforce Kitsap Transit's expected conduct, safety and security policies, procedures and orders to include, but not limited to, smoking policies, violations of rider conduct policies and enforcement of policies regarding taxis on the Bremerton Transportation Center transit deck.
 - c. Notify law enforcement of any illegal or unauthorized activity as observed. Provide documented account of all activity witnessed and assist law enforcement as required. Ensure that prompt action is taken to prevent or minimize losses, accidents, fires, property damage, safety hazards, and security incidents.
 - d. Develop site-specific instructions and post orders. Site-specific instructions and post orders must be submitted and approved by Kitsap Transit prior to the service start date of September 3, 2012.
 - e. Provide information to Department Manager or Kitsap Transit Dispatchers; Supervisors; and other designated personnel as necessary for both routine business and emergency situations.

Note – Dispatchers are personnel assigned to Kitsap Transit Operations that provide a customer service function. They are not part of the Private Security Contract and only provide an observation and reporting role for safety and security incidents.
 - f. Maintain a daily log for Security Guards that document all routine business, emergency calls, and incidents.
 - g. Monitor CCTV systems as requested.
 - h. Contact appropriate Emergency Service Personnel as necessary.
 - i. Make proper notification to corresponding Kitsap Transit Project Manager or Dispatcher in advent of incidents.
 - j. Report in a timely manner to Sheriff or Police any suspicious behavior or criminal acts. Report to Kitsap Transit in-progress reports.

- k. Check and report safety issues to Kitsap Transit Project Manager any broken glass, excessive trash, burnt out lights or any vandalism found on the grounds of all Park and Ride lots immediately.
- l. Complete a Daily Activity Report and include a written record of any and all unusual incidents occurring on their shift to his/her supervisor.
- m. Security Guards shall turn in lost and found items to Kitsap Transit's Project Manager or Customer Service Office located at 10 Washington Ave., Bremerton, WA (Bremerton Ferry Terminal).

3.3 SERVICE LOCATIONS

Exhibit A shows the specific locations where the work will be carried out and the expected duration and/or schedule at that specific location.

3.4 PERSONNEL

All Security Guard Personnel must be able to deal effectively with the public, and must be knowledgeable of all post responsibilities. All personnel assigned to the Kitsap Transit Contract shall not be scheduled to work more than twelve (12) hours in any one twenty four (24) hour period and for more than seven (7) consecutive days without a full twenty four hours off duty. Kitsap Transit will not be responsible for any overtime payment for any officers unless specifically authorized in writing by Kitsap Transit. This requirement may be waived verbally by Kitsap Transit only in emergency situations which are beyond the control of the Contractor (e.g. weather conditions that prevent the next shift from getting to the site, civil disturbances, rise in the National threat level, bombing, etc.)

Key Personnel and Post Descriptions:

A. Account Manager – The Account Manager shall be the senior supervisor for the Contractor.

- 1. The Account Manager will be responsible for report generation (as required in reports section); the monitoring of all Security Guard's performance and appearance; will conduct service quality audits; will follow up on customer complaints and/or comments; and will be responsible for the generation of post orders and special event plans as directed.
- 2. The Account Manager will serve as the daily liaison to Kitsap Transit's Project Manager and will provide daily updates on the status of the account; any occurrence that occurred during the previous 24 hours; and inform of any safety or security issues that are emerging.

B. Supervisor

The Contractor shall employ and maintain a full-time, competent Supervisor. The Supervisor shall represent the Contractor and communications given to the Supervisor shall be as binding as if given to the Account Manager. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

Patrol and Fixed Post Security Guards

- 1. The duties of the patrol and fixed post guards will vary post to post; however, all posts and patrols will:
 - a. Maintain discipline, excellent appearance, professional demeanor, integrity, and attention to duty.
 - b. Proactively conduct site surveillance; monitor the public for signs of disturbance; enforce Kitsap Transit's Smoking, Safety, Security, Parking and Taxi Policies.
 - c. Take prompt action to prevent or minimize losses, accidents, fires, property damage, safety hazards, and security incidents.
 - d. Notify law enforcement of any illegal or unauthorized activity as observed. Provide documented account of all activity witnessed and assist law enforcement as required.

- e. Assess each facility and report any and all facility maintenance issues; vandalism; or unsafe conditions immediately.
2. The approved service uniform shall be worn at all times.
3. Specific duties will be prescribed by site-specific post orders generated by the Contractor and approved by Kitsap Transit Project Manager.
 - a. Between fifteen (15) and twenty (20) working days after notification of award, the contractor and Kitsap Transit's representative shall make an on-site, in depth review of the job requirements including but not limited to:
 - i. The general and specific type of work performed by the Security Guard at each Kitsap Transit site and adjoining property, facilities and parking areas.
 - ii. Policies and procedures regarding weapons, workplace violence, cell phones, computers, responding to emergency alarms, bomb threats, or suspect incendiary devices; rules and regulations governing Kitsap Transit buildings and grounds; duty officer procedures; use of incident reports.
 - iii. Floor plans and area maps of the facilities which depict emergency evacuation routes, the location and type of each fire alarm, location of utility cut-off valves or switches, utility system controls, and special instructions pertaining to security controls.
 - iv. The general and specific customer services expectations and responsibilities for each Kitsap Transit site.

3.5 SKILLS AND QUALIFICATIONS

Kitsap Transit requires that contractor's security personnel assigned to the Kitsap Transit account meet or exceed the minimum standards set forth below before assignment to the account.

A. Minimum Hiring Standards

1. US Citizenship
2. Eighteen (18) years of age.
3. High School graduate or equivalent thereof.
4. Free of felony or major misdemeanor criminal record for past five (5) years.
5. Valid Washington State Driver's License.
6. Communications skills.
7. Ability to handle situations/individuals under stressful conditions.
8. Ability to follow directions, without hesitation, under stressful conditions.
9. Ability to handle verbally disruptive and verbally abusive people in a professional manner.

B. Drug and Alcohol Policy

The use, possession, or transfer of illegal drugs, controlled substances (including medication without a valid prescription), simulated (placebo) drugs, drug paraphernalia, and/or alcohol on Kitsap Transit property is strictly forbidden at all times. Contractor will be required to comply with and enforce this policy, with respect to contractor's employees assigned to the Kitsap Transit Contract.

C. Appearance

Kitsap Transit desires a professional image that denotes both competence and confidence; and considers it to be a major asset of a Private Security Company. The Contractor employee's appearance, attitude, courtesy and job knowledge are key in creating the desired image. Uniforms are to be of good fit; clean; pressed; and kept in good repair. No unauthorized uniforms or accessories are permitted. Contractor employees will have a neat, clean and well groomed appearance. Hairstyles will be conservative and well kept.

No smoking, reading unauthorized material, eating, chewing of gum, tobacco or grooming shall be permitted while Guards are in public view. No personal phone calls will be permitted except in an emergency.

D. Uniforms

Contractor shall provide and pay for uniforms to its employees working on the Kitsap Transit Contract, in sufficient quantity as to allow a continuous professional appearance and of sufficient quality of material that allows for a sharp, pressed look throughout the duration of an employee's shift. The Contractor will consider the local area weather patterns when selecting specific uniform pieces and will be cognizant of the comfort of the individual guard. Most posts are outdoor, all-weather posts.

Kitsap Transit's Project Manager will approve of all uniform items prior to service start date. Ten (10) business days after notice of award; the Contractor will provide a sample of each item in the specification for inspection and approval by the Project Manager.

While on duty, Security Guards shall be in uniform at all times. Any individual wearing any item other than the items specified in this specification will be considered out of uniform.

The following specifications do not supersede any safety equipment requirements. However, every attempt must be made to ensure that safety equipment is compatible with this standard. When additional safety items, such as hard hats or safety vests, are worn by requirement in specific areas, Security Guards will not be considered out of uniform.

1. Service Uniform

- a. Uniform shirt with visible logo.
- b. Trousers/slacks must be of a dark color and color coordinated with the uniform shirt. Jeans are not permitted.
- c. Belts will be black or brown.
- d. Shoes or dress boots will be black or brown polished.
- e. Official Badges - All officers will be issued a numbered metal gold or silver badge for wear on jackets and shirts. In situations where use of a metal badge would be a safety hazard, cloth badges will be affixed to clothing.
- f. Name Plate - Contractor will issue a name plate for each employee.
- g. Body Armor - There is no requirement for body armor. However, if the Contractor wishes to provide body armor to their employees; it may do so at their own expense. Body armor, if provided, must be worn under the duty shirt.

3.6 TRAINING

The Contractor is to develop Basic Security Officer Training. Training plan must be approved by the Project Manager prior to instruction. Contractor shall provide, at the Contractor's expense; all training required under this contract, and shall provide documentation of training for each individual before being assigned to the Kitsap Transit Account.

Prior to Assignment all personnel assigned to the Kitsap Transit Account must have a current First Aid and CPR certification. The Contractor will be responsible to ensure and coordinate refresher training as necessary.

3.7 EQUIPMENT

At a minimum all security guards shall carry flashlights, cell phones and/or two-way radios and Contractor shall provide and pay for such equipment and any other equipment deemed necessary. Security guard shall have proper footwear and foul weather gear.

Contractor may be assigned custody of keys or key cards provided by Kitsap Transit, which shall be surrendered to Kitsap Transit immediately upon discharge or transfer of personnel from this account or termination of this agreement.

Contractor shall provide key lock boxes at all posts. These will be installed by Kitsap Transit.

3.8 SAFETY

The Contractor will be required to submit a Safety Program Plan to Kitsap Transit 20 days after award of the Contract. This Safety Plan must detail how the Contractor plans to carry out the day to day activities required in a safe manner.

Material Safety Data Sheets: The Contractor is aware of and adheres to all requirements of MSDS and personnel (including any Subcontractors) have been trained in the labeling and use of controlled products.

3.9 PRODUCTIVITY ANALYSIS AND REPORTING

Contractor must provide comprehensive written reports and data to Kitsap Transit for the purpose of evaluating the quality and appropriate deployment of security services. The Contractor must coordinate with Kitsap Transit on a recurring basis. In order to meet this requirement the Contractor must provide the following:

- A. Each Month, the Contractor's Account Manager shall meet with Kitsap Transit's Project Manager to discuss the progress of the account and discuss upcoming service level changes as necessary.
- B. Each Month, no later than five (5) business days after the previous month's end, the Contractor will submit a written report on the previous month's activities. A complete listing of incident reports; facilities maintenance issues; statistics on turn-over, training, and other performance measurements; emerging or continuing challenges or issues; and any other pertinent data.

3.10 DELIVERABLES

The following is a list of deliverables required from the Contactor upon award of the Contract.

- A. Deliverables due prior to service start date.
 1. Signed Contract Agreement
 2. Certificate of Insurance
 3. On-site review with Transit
 4. Account Manager Contact Info
 5. Uniform sample items
 6. Safety Program Plan
 7. Training Outline/Plan
- B. Deliverables due post-service
 1. Incident Reports (immediately following occurrence)
 2. Daily Activity Reports
 3. Monthly Progress Meetings with Transit
 4. Monthly Invoice
 5. Summary Reports

3.11 STAFFING

Kitsap Transit retains the right to add or reduce service levels and facilities as necessary. Kitsap Transit will give the Contractor reasonable written notice of service level changes. Kitsap Transit may require additional services to provide coverage for special projects, meetings, events, and/or emergencies. The Contractor will be obligated to provide security guard coverage for these special situations. Contractor will not be compensated for any additional services performed, unless approved and authorized by Kitsap Transit's Project Manager or their agent.

Staffing shall be in accordance with a prescribed schedule determined by the Contractor and approved by Kitsap Transit. Allowances shall not be granted to compensate for additional cost or personnel required to satisfy the staffing in the event of illness, personal absence; tardiness, or relief. Contractor shall be solely responsible and liable for filling these positions. All personnel are scheduled for no more than twelve (12) hours of work in any one twenty four (24) hour period and for more than seven (7) consecutive days without a full twenty four hours off duty. Kitsap Transit will not be responsible for any overtime paid for any officers unless specifically authorized in writing by Kitsap Transit. This requirement may be waived verbally by Kitsap Transit only in emergency situations which are beyond the control of the Contractor (e.g. weather conditions that prevent the next shift from getting to the site, civil disturbances, rise in the National threat level, bombing, etc.).

3.12 TRANSIT PROVIDED EQUIPMENT

Kitsap Transit shall provide two (2) vehicles for the use of a supervisor or roaming security guard. Vehicle use will not exceed twenty-five (25) miles per day. The Kitsap Transit security vehicle will be staged and returned to Charleston Base, 200 Charleston Blvd., Bremerton. Kitsap Transit shall provide fuel and regular maintenance of vehicles. Contractor's Automobile Liability insurance shall provide coverage for said vehicles. <

END OF SECTION 3

REQUIRED BID FORMS
SECURITY GUARD SERVICES

- ✓ **BIDDER MUST SIGN AND SUBMIT ALL REQUIRED FORMS WITH PROPOSAL**
- ✓ **BIDDER MUST ACKNOWLEDGE ALL ADDENDA**
- ✓ **FAILURE TO INCLUDE THESE FORMS WITH YOUR BID CAN RESULT IN YOUR BID BEING DEEMED NON-RESPONSIVE**
- ✓ **A NON-RESPONSIVE BID WILL NOT BE EVALUATED**

Please submit with your bid the following information per Section 1.17

1. Summary of Firm's Experience & Knowledge
2. List of Projects & References
3. List Experience of Key Personnel
4. List Company History
5. Plan for Uninterrupted Service
6. Employee Handbook
7. Company Hiring Policy / Turnover Rate
8. Training Program for Security Guards
9. Quality Assurance Program
10. Price Proposal Form
11. Summary of Employee Qualifications
12. Work Plan
13. Washington Contractor's License No.
14. UBI Number
15. Non-Collusion Declaration Form
16. Proof of Insurance

Bidders shall retain this bid package and keep clean copies of the required forms.

If Kitsap Transit re-bids this project, it reserves the right to not re-issue the bid package either in part or total and may require bidders to use the previously issued bid package.

2

PRICE QUOTE FORM
SECURITY GUARD SERVICES

Name of Firm: Securitas Security Services USA, Inc.

Name of Authorized Individual: Israel Otero Jr Title: Area Vice President

Address: 3363 136th Place SE
Suite 315

City, State, Zip: Bellevue, WA 98006

Phone: 425-653-1454 Fax: 425-653-1568 E-mail: Israel.Otero@Securitas inc. a

STATE OF WA Contractor's LICENSE NO. 585

WA Unified Business Identification (UBI) Number 602250586

FEDERAL ID NO.

7	1	0	9	1	2	2	1	7
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Billing Rate per Hour stated below shall be fully-burdened
(All-inclusive rate which includes direct hourly rates, direct costs, overhead, and profit)

Minimum Hourly Wage Rate stated below shall be provided
to ensure adequate wages will be paid

	Description	Bill Rate per Hour	Minimum Hourly Wage Rate
1	Security Guard	\$ 15.55	\$ 10.75

Addendum Acknowledgment: Bidder acknowledges that the following addenda have been received and are included in his/her proposal:

Addendum No. 1 Dated 7/10/12 Addendum No. 3 Dated 7/27/12
Addendum No. 2 Dated 7/12/12 Addendum No. Dated



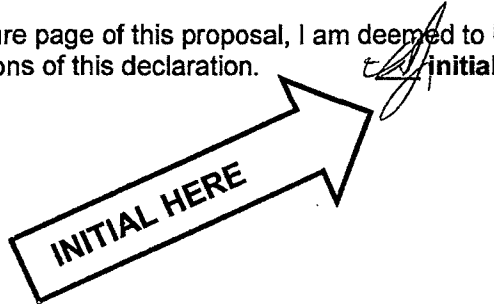
Signature: *Israel Otero Jr*
Title: Area Vice President
Date: 8/8/12

NON-COLLUSION DECLARATION
SECURITY GUARD SERVICES

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

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

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



NOTICE TO ALL BIDDERS

To report bid rigging activities call:

1-800-424-9071

The U.S. Department of Transportation (USDOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., EST. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of USDOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the USDOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**EXHIBIT A
LOCATIONS AND SERVICE HOURS
SECURITY GUARD SERVICES**

	Facility /Location/Hours	Facility Description	Coverage Description	Coverage Hours	Holiday Coverage
1	Charleston Base 200 Charleston Blvd Bremerton <i>Operating Hours:</i> Monday - Friday 3:00am – 11:30pm Saturday – Sunday 7:30am – 7:30pm	Transit base for vehicle maintenance, bus storage, and dispatch. Restroom facilities available in bus wash building	Off-hour access control and vehicle security and patrol exterior of building	Sunday – Thursday 11:00pm – 4:00am Friday 11:00pm – 7:00am Saturday 7:30pm – 7:00am	yes
2	ACCESS Building 5873-B W Werner Rd Bremerton <i>Operating Hours:</i> Monday - Friday 3:00am – 9:30pm Saturday – Sunday 7:00am – 7:00pm	Transit dispatch and operations for door-to-door service. No restroom facilities.	ROAMING PATROL KT Security Van provided	Sunday - Thursday 10:00pm – 4:00am Friday 10:00pm – 7:00am Saturday 7:30pm – 7:00am	yes
3	South Base Building 1430 Retsil Rd Port Orchard <i>Operating Hours:</i> Monday - Friday 3:45am – 7:25pm	Transit base for training and bus storage. Restroom facilities in building	Off-hour access control patrol parking lot	Sunday - Thursday 10:00 pm – 4:00am < Friday - Saturday 8:00pm – 7:15am	yes
4	North Base 21710 Vetter Rd Poulsbo <i>Operating Hours:</i> Monday - Friday 3:30am – 10:00pm	Transit base for bus storage. Restroom facilities in building	Off-hour access control and vehicle security	Sunday - Thursday 8:00pm – 5:00am Friday 8:00pm – 8:00am Saturday 8:00pm – 7:00am	yes
5	North Base Operations Bldg. 21711 Vetter Rd Poulsbo <i>Operating Hours:</i> Monday - Friday 3:30am – 10:00pm	Transit base for Operations. Restroom facilities in building	Off-hour access control and vehicle security	Sunday - Thursday 8:00pm – 4:00am Friday 8:00pm – 8:00am Saturday 8:00pm – 7:00am	yes <i>Same coverage</i>
6	Bremerton Transportation Center 10 Washington Bremerton <i>Operating Hours:</i> Sunday - Saturday 4:30am – 1:30am	Transit customer service office in ferry terminal serving buses and ferries and parking garage. Restroom facilities in building	Off-hour access and HOV parking garage patrol Off-hour access to City Fountain Park	Sunday – Saturday (daily) 7:30pm – 6:00am <i>10.5/day 73.5 week</i>	yes

7	Harborside Office Bldg. 60 Washington Ave Bremerton <i>Operating Hours:</i> <i>Monday – Friday</i> <i>8:00am – 5:00pm</i>	Transit administrative office building and parking garage. Restroom facilities in BTC	Off-hour access and patrol surrounding building and parking garage level P1	Sunday – Saturday (daily) 7:30pm – 6:00am < <i>with BTC</i>	yes
8	Gateway Center 2256 - 6 th St Bremerton <i>Operating Hours:</i> <i>Monday – Friday</i> <i>4:30am – 8:30pm</i>	Transit building tenant-occupied and park-and-ride lot for commuters. Restroom facilities in building	ROAMING PATROL KT Security Van provided	Monday - Friday 4:30am – 5:30am < Friday, Saturday, Sunday Midnight check	No

Holidays

Security service is required on the following holidays observed by Kitsap Transit: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, 4th of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day. The following holidays require 24-hour coverage, Thanksgiving, Christmas Day and New Year's Day. <

EXHIBIT B PROTEST AND APPEAL PROCEDURES SECURITY GUARD SERVICES

Kitsap Transit has adopted the following Protest and Appeal Procedures to provide an internal review process available to prospective firms who respond to solicitations and to selected firms for the administration of resulting contracts.

If either prospective or actual VENDORS (herein referred to as "VENDORS") believe they have been wronged by a specific action or decision by Kitsap Transit in the award of or the administration of a contract, they are instructed to follow the procedures set forth below.

STEP ONE

Responders and/or VENDORS may appeal or protest an award or action as soon as practical following the event but no later than five business days. The bases for the protest and appeal must be included at that time. All protests and appeals must be submitted in writing and be addressed to the Kitsap Transit Buyer or Finance Director. The Kitsap Transit Buyer or Finance Director will review any information provided and respond in writing within five business days following the receipt of the appeal or protest.

STEP TWO

In the event that a VENDOR is not satisfied with the decision rendered by the Buyer or Finance Director, the VENDOR shall have the right to appeal to a panel consisting of the Executive Director, the Finance Director, Kitsap Transit's Legal Counsel, and the Department or Division Director who requisitioned the purchase. The appeal of the Buyer or Finance Director's decision must be received in the office of the Executive Director within five business days following receipt of the Buyer or Finance Director's decision. The Executive Director will return a written decision to the VENDOR presenting the appeal within five business days of receiving the appeal or protest.

STEP THREE

A VENDOR shall have the right to seek further remedy should the decision of the panel and the Executive Director not be acceptable to the VENDOR. The VENDOR shall provide a written appeal to the Executive Director within five business days of receiving the decision of the panel and the Executive Director. The Executive Director within five business days shall refer the VENDOR's written appeal and the panel's written decision to the sub-committee of the Board of Commissioners along with any other pertinent information. The Board of Commissioners subcommittee shall give consideration to all of the facts and render a decision within ten business days of receiving the VENDOR's written appeal and the panel's written decision from the Executive Director.

STEP FOUR

A VENDOR shall have the right to appeal, within five business days after receiving notice from the Board of Commissioners subcommittee to the entire Kitsap Transit Board of Commissioners in the event that the VENDOR believes he/she has not received adequate remedy through the above measures. In no event shall a VENDOR be allowed to appeal directly to the Kitsap Transit Board of Commissioners without having gone through the above steps. The VENDOR shall notify the Clerk of the Kitsap Transit Board of Commissioners who will schedule the hearing of the Appeal on the next open Board agenda. The Kitsap Transit Board of Commissioners may uphold the decision of the staff or ask the staff to take whatever action may be necessary to remedy the matter. The decision of the Board of Commissioners shall be final and binding.

In the case of a project involving Federal funds, a full report of all proceedings will be forwarded to the Federal Transit Administration for their concurrence in the Kitsap Transit Board of Commissioners decision.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh Risk & Insurance Services CA License #0437153 777 South Figueroa Street Los Angeles, CA 90017 Attn: Securitas.Certrequest@marsh.com 502375-ALL*-CAS-14/15 SEC AI EX9	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Securitas Holdings, Inc., Including: Securitas Security Services USA, Inc.; Pinkerton Consulting & Investigations, Inc.; Pinkerton Corporate Risk Management; Burns Int'l Security Services Company, LLC 4330 Park Terrace Drive Westlake Village, CA 91361	INSURER A: XL Insurance America, Inc. 24554	
	INSURER B: ACE American Insurance Company 22667	
	INSURER C: Indemnity Ins Co Of North America 43575	
	INSURER D: N/A N/A	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** LOS-001313801-15 **REVISION NUMBER:** 1

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Excess of \$500,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			US00005451L14A	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			ISA H08816451	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			US00005452L14A	01/01/2014	01/01/2015	EACH OCCURRENCE \$ 2% AGGREGATE \$ 1,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WLR C47877064 (AOS)	01/01/2014	01/01/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
B				SCF C47877076 (WI)	01/01/2014	01/01/2015	E.L. EACH ACCIDENT \$ 1,000,000
B				WLR C47877052 (MA)	01/01/2014	01/01/2015	E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
B				WCU C47877040 (CA,OH,WA) - \$1M	01/01/2014	01/01/2015	E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Contract No. 335417; Multiple Locations.
 Kitsap Transit is named as Additional Insured where required by executed written contract between the Insured and the Certificate Holder (or between the Insured and its client, if different from the Certificate Holder), and in accordance with the terms and conditions of such contract and the terms and conditions of the insurance policy. Acts or omissions of Additional Insureds are not covered under any circumstances. Additional insured coverage does not apply to the above Workers Compensation or Professional Liability/Employee Theft Liability policies.

CERTIFICATE HOLDER Kitsap Transit Attn: Glenn Mulkey 200 Charleston Blvd. Bremerton, WA 98312	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE of Marsh Risk & Insurance Services Andy Blasher <i>EABlasher</i>

0008898

SP

0460

-C01-P08902-I

Kitsap Transit
Attn: Glenn Mulkey
200 Charleston Blvd.
Bremerton, WA 98312




AMENDMENT
Modifying Contract Between
Kitsap Transit
and Securitas Security Services USA, Inc. ("Company")

Amendment Effective Date: 4-15-14


The Contract, and anything attached to, incorporated into, or otherwise made a part of it (collectively, the Agreement"), is modified as follows as of the Amendment Effective Date, and in case of any conflict between the Agreement and this Amendment, this Amendment will control.

1. As of the Amendment Effective Date, Company will provide the security solutions services (the "Security Solutions Services") as more fully described in *Attachment A* to this Amendment.
2. All such equipment is for Company's use and will always be Company property. Company is not selling or leasing any of the equipment to Client, and Company provides no warranty to Client regarding the equipment. *Any implied warranties of merchantability and fitness for a particular purpose that may apply to the equipment are excluded.* Company will be provided with reasonable time and access to remove all its equipment upon termination of the Agreement.

Other Entity

By: 
Name: Hayward M. Seymour
Title: Director of Maintenance

Securitas Security Services USA, Inc.

By: 
Name: Chris Hunt
Title: Branch Manager

ATTACHMENT A

Security Solutions Services

Securitas to provide One SecuritasVision Tablet.

**AMENDMENT
Modifying Contract**

KT # 12-444

Between:

Kitsap Transit (KT)

And

Securitas Security Services USA, Inc. ("Company")

Amendment Effective Date: 08/03/2015

The Contract, and anything attached to, incorporated into, or otherwise made a part of it (collectively, the "Agreement"), is modified as follows as of the Amendment Effective Date, and in case of any conflict between the Agreement and this Amendment, this Amendment will control.

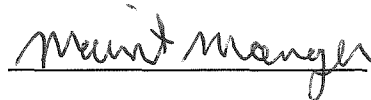
1. As provided by the General Provisions Section 2.8, #2 of the Contract, the Company may request a price increase "at least 45 days prior" to September 17, 2015. On July 22nd, 2015, the Company informed Kitsap Transit of their intention to seek a price increase. The above referenced provision states: "The formula used to calculate an increase in wage rates is the US Department of Labor; Bureau of Labor Statistics reported consumer price increase (CPI) for the Seattle-Tacoma, Bremerton area. Kitsap Transit shall permit an increase not to exceed 80% of the CPI, based upon the second half semi-annual average for the previous year for an increase in the current year".

The reported CPI for the Seattle-Tacoma, Bremerton area for the second half of 2014 was 1.9 (see attached). Based on this reported increase, Kitsap Transit shall allow an increase of \$0.24 to the hourly rate charged for Security Guard Services. The new hourly rate will be \$15.79 per hour. This new hourly rate shall take effect September 4th, 2015 and shall remain in effect for the remainder of the contract, unless otherwise amended.

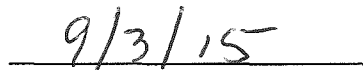
Kitsap Transit:



Signature

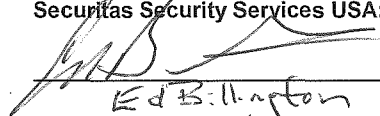


Title



Date

Securitas Security Services USA:



Signature



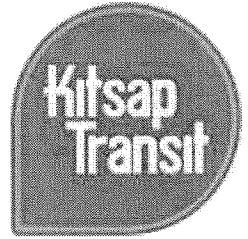
Title



Date

60 Washington Ave. Ste.
200
Bremerton, WA 98337
Phone: 360.479.6962
Fax: 360.377.7086

www.kitsaptransit.org



August 03, 2015

Mr. Christopher Hunt
Securitas Security Services USA, Inc.
363 136th Place Se
Bellevue, WA 980006

RE: Contract KT #12-444

Dear Mr Hunt:

The above referenced Contract has an option for two (2) one (1) year extensions. Kitsap Transit is exercising their right to extend the Contract for the first of the two (2) one (1) year options. The first option year shall run from September 4th, 2015 to September 4th, 2016.

We look forward to continuing to work with Securitas Security Services USA, Inc.

If you have any questions, please let me know.

Sincerely,

A handwritten signature in cursive script that reads "Patrick Rogers".

Patrick Rogers
Purchasing Coordinator
60 Washington Ave, Suite 200
Bremerton, WA 98337
(t) 360-479-6960 (f) 360-377-7086



AMENDMENT

Modifying Contract

KT # 12-444

Between:

Kitsap Transit (KT)

And

Securitas Security Services USA, Inc. ("Company")

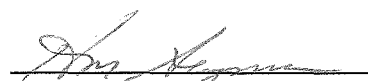
Amendment Effective Date: 07/25/2016

The Contract, and anything attached to, incorporated into, or otherwise made a part of it (collectively, the "Agreement"), is modified as follows as of the Amendment Effective Date, and in case of any conflict between the Agreement and this Amendment, this Amendment will control.

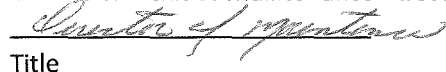
1. As provided by the General Provisions Section 2.8, #2 of the Contract, the Company may request a price increase "at least 45 days prior" to September 4th, 2016. On July 19th, 2016, the Company informed Kitsap Transit of their intention to seek a price increase. The above referenced provision states: "The formula used to calculate an increase in wage rates is the US Department of Labor; Bureau of Labor Statistics reported consumer price increase (CPI) for the Seattle-Tacoma, Bremerton area. Kitsap Transit shall permit an increase not to exceed 80% of the CPI, based upon the second half semi-annual average for the previous year for an increase in the current year".

The reported CPI for the Seattle-Tacoma, Bremerton area for the second half of 2015 was 1.7 (see attached). Based on this reported increase, Kitsap Transit shall allow an increase of \$0.22 to the hourly rate charged for Security Guard Services. The new hourly rate will be \$16.01 per hour. This new hourly rate shall take effect September 4th, 2016 and shall remain in effect for the remainder of the contract, unless otherwise amended.

Kitsap Transit:


Signature

Vehicle & Facilities Maintenance Director

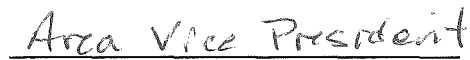

Title

07/25/2016

Date

Securitas Security Services USA:


Signature *Ed Billington*


Title


Date