



PORT OF BELLINGHAM
Washington State

REQUEST FOR PROPOSALS

Event & On-Call Security Services **FY 2024**

Port of Bellingham
Bellingham, WA

Proposal Due: February 6, 2024 by 12:00pm (PST)

Port of Bellingham
1801 Roeder Avenue
Bellingham, WA 98225

Attention: **Brian Wilson**
Contracts Administrator

ONE (1) ORIGINAL AND ONE (1) DIGITAL COPY REQUIRED

PORT OF BELLINGHAM
EVENT & ON-CALL SECURITY SERVICES FY 2024

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NOTICE OF REQUEST FOR PROPOSALS

Notice is hereby given that proposals for Event & On-Call Security Services FY 2024 for the Port of Bellingham will be received at the Administration Office, 1801 Roeder Avenue, Bellingham, WA 98225 until 12:00 PM, Tuesday, February 6, 2024. Any proposals received after the specified time and date will not be considered. All submitted proposals must include one (1) original and one (1) digital copy of the proposal.

Proposal packets are available on the Port of Bellingham's website by following this address (<https://www.portofbellingham.com/bids.aspx>) and may also be obtained by contacting Brian Wilson, Contracts Administrator, Port of Bellingham, at (360) 676-2500, extension 306 or by email at brianw@portofbellingham.com.

The Port of Bellingham reserves the right to reject any or all proposals and to waive any irregularities or informalities.

All proposals submitted shall be considered valid offers for a period of forty-five (45) days from the date of the proposal due date. All proposals become property of the Port of Bellingham and are subject to public disclosure laws per RCW 42.56.

Notice to be published: **Friday, January 12, 2024**

SERVICE PROVIDER'S CHECKLIST

The Service Provider's attention is especially called to the following forms which must be completed in full as required and submitted collectively as the proposal package; failure to do so may result in the proposal being rejected as not responsive:

- ___ 1. **PROPOSAL FORM**
- ___ 2. **STATEMENT OF QUALIFICATIONS**
- ___ 3. **RECORD KEEPING PLAN**
- ___ 4. **STAFFING PLAN**
- ___ 5. **EMPLOYEE UNIFORM PICTURES**
- ___ 6. **VEHICLE DESCRIPTIONS AND PICTURES**
- ___ 7. **NON-COLLUSION AFFIDAVIT**

The following forms shall be executed and submitted within five (5) calendar days after notice of award.

- ___ 1. **SECURITY SERVICE CONTRACT** – To be executed by the successful Service Provider.
- ___ 2. **CERTIFICATE OF INSURANCE** – Form to be furnished by Service Provider's Insurance company and submitted with the executed Contract.

PORT OF BELLINGHAM EVENT & ON-CALL SECURITY SERVICES

FY 2024

GENERAL CONDITIONS

1. Scope of Work

The scope of work for this project involves Security Services for Port personnel and property; and, to provide stable, highly qualified, unarmed, uniformed security protection. The Service Provider shall carefully examine all the attached Exhibits. Based on that examination and by submitting his/her response, the Service Provider agrees to be subject to **all** terms and conditions contained in the RFP and **all** conditions of the "Security Contract" (Exhibit B). All work schedules as identified in Exhibit A are subject to change and/or adjustments at the sole discretion of the Port.

2. Contract Term

The term of the contract will be until December 31, 2024, contingent upon budget appropriation and Commission approval.

This Contract can be terminated by the Port at any time, without cause and for any reason including the Port's convenience, upon giving of not less than 30 (thirty) days written notice of such termination. This Contract may also be terminated by either party upon thirty (30) days written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Service Provider, the determination of "failure to perform in accordance with its terms" shall be in the sole judgement of the Port. In the event of termination, the Service Provider shall be compensated for satisfactory services performed to the termination date. In no case, however, shall such compensation exceed the agreed upon fee as approved and amended by the Port.

3. Responsibility Criteria

It is the intent of the Port to award the contract to the highest ranked, "responsible" Service Provider providing the best value to the Port. In determining whether the Service Provider is responsible, the Port will consider the following elements:

- The ability, capacity, and skill of the Service Provider to perform the contract or provide the service required;
- The character, integrity, reputation, judgment, experience, and efficiency of the Service Provider;
- The quality of performance of previous contracts or services;
- The previous and existing compliance by the Service Provider with laws relating to the contract or services.
- other information as may be secured having a bearing on the decision to award the Contract.

The Port will use the following categories to make an evaluation of the elements listed above to determine whether a Service Provider is "responsible":

a. Qualifications

The following are qualifications that the Service Provider must meet in order to be eligible to submit a proposal. Responses must clearly show that the Services Provider is complying to these qualifications. The Port reserves the

right, but is not obligated, to obtain clarification from the Service Provider if compliance to the qualifications is not clear in the Service Provider's response. The Port without further consideration shall reject those that are not clearly responsive to the qualifications. **Service Providers must include supporting documentation with their proposal demonstrating how they meet the following qualifications:**

- (a) Service Provider shall have a minimum of three (3) years' experience in providing security services;
- (b) Qualifications of Supervisor: All on site Supervisory personnel engaged in directing the work to be accomplished under this contract shall possess at least 3 years of recent (within the last 5 years) experience in directing security services for similar, or larger, size contracts. **Service Providers must also include resumes with proposal.**

- b. Record Keeping Plan:** The Service Provider shall maintain an ongoing record of security personnel work activities, work schedules, incident reports and findings, and any other records required by the Port in a manner acceptable to the Port. The ongoing record of security personnel work activities shall be sufficiently detailed to allow the Harbormasters, the Terminal Managers and Representatives of the Port to determine all guard and patrol assignments have been completed. **Higher points will be awarded to Service Providers who utilize online programs with access given to the Port to view Security activities, schedules, incident reports & findings, and other records. Higher points will also be awarded to Service Providers whose plans/systems share information instantaneously so Port staff can respond immediately to issues.** This form of accountability process outlined by the winning Service Provider will be incorporated into the contract as a standard deliverable. If, in the opinion of the facility management and/or the Emergency Management and Security Officer (EMSO), there is an unjustified failure to complete an assignment, payment for the time of the failed assignment may be withheld by the Port. A continuing pattern of failed assignments may result in termination of the contract in accordance with Section I.5 of the Security Contract for cause. An electronic guard tour system may be used to meet this requirement with gathered data either on-line or readily available within 24-hours. The original of these records shall be considered property of the Port. Copies of these records shall be maintained by the Service Provider and available to the Port for a period of five (5) years following the expiration of this Contract. The Service Provider will ensure all records are orderly maintained. The Port shall be able to examine and audit these records at all reasonable times. The Service Provider will provide the Port with daily work summaries for the security personnel. The summary will be in written form suitable to the Port so the Port can use it to compare actual hours worked against the monthly billing statements. The Service Provider will provide the Port with the name of each new employee of the Service Provider who works at a Port site and the date of hire. **Service Providers must provide a detailed description of their proposed Record Keeping Plan with their proposal.**

c. Staffing Plan

- (a) The Service Provider shall have a sufficient number of qualified and trained security personnel to assure effective staffing as required in this Contract during sickness, leave or other absenteeism. The Service Provider shall provide qualified and trained security personnel, on any Port property as requested by the Port as follows: (i) One (1) security officer with one (1) hour verbal notice; (ii) up to two (2) security personnel on two (2) hours verbal notice; (iii) up to five (5) security personnel on twenty-four (24) hours verbal notice; and (iv) up to ten (10) or more security personnel on forty-eight (48) hours verbal notice. A sufficient number of qualified employees must possess Transportation Worker Identification Credentials (TWIC) to ensure 24-hour access control to restricted areas of the Bellingham Cruise Terminal and the Bellingham Shipping Terminal, as needed. Employees with TWIC cards must be available within 12-hours of notice. The Port shall pay the normal billing rate for these additional security personnel and shall not be responsible for any overtime pay occasioned by the use of Service Provider's employees in an overtime capacity to fulfill this additional security personnel requirement. **Service Providers must include a Staffing Plan describing their approach to meeting the additional staffing requirements above.**

d. Appearance of Service Provider's Employees and Vehicles

- (a) **Employees** - At all times, the Service Provider's employees shall be dressed in a uniform acceptable to the Port. The uniform shall be maintained and worn in a neat and orderly manner. The Service Provider's employees shall present a well-kept and neat appearance at all times. The Service Provider will insure that all security personnel are provided the appropriate cold and foul weather uniforms to allow employees to safely and effectively perform their duties in all weather conditions. All guards shall report for duty wearing Service Provider provided complete, well-fitting uniforms including rain gear and clothing needed for outdoor work in inclement weather. Uniforms, foul weather gear, personal flotation devices (PFDs) and safety gear shall be provided at no cost to the guard. A hard hat may be required at some Port sites. Uniforms shall include button up shirts with Service Provider identification and an employee name tag. Pants must be color coordinated with the shirts and shall be well pressed. No street clothes or casual wear will be permitted unless specifically authorized in writing by the Port. **Service Providers must provide picture(s) of uniforms to be worn by Security personnel with their proposal.**
- (b) **Vehicles** - When required, security personnel will be using Service Provider furnished, highly visible, properly marked vehicles to do their work. Vehicles must be in good condition, without obvious body damage, clean, and less than five (5) years in age. **Service Providers must provide a description and picture(s) of security vehicles that will be used/dedicated to this Contract with their proposal.**

- e. **References:** The Service Provider must provide a list of no more than five (5) relevant contract references with the following information:
- i. company name
 - ii. contact name
 - iii. phone number
 - iv. e-mail address

Your company must have contracted with each reference listed for a minimum of 12 months or completed contracted work within the last three (3) years. Relevant contracts are defined as contracts for Security Services of the similar, or larger, size and scope contemplated herein.

4. Licensing And Fees

Companies must license, report and pay revenue taxes for the Washington State business License (UBI#), if the required by the laws of the State of Washington. The Service Provider should carefully consider those costs prior to submitting their offer, as the Port will not separately pay or reimburse those costs to the Service Provider.

State Business Licensing

You must have a State of Washington business license (a State “Unified Business Identifier” known as UBI #) prior to signing the contract. If the State of Washington has exempted your business from State licensing (for example, some foreign companies are exempt and, in some cases, the State waives licensing because the company does not have a physical presence in the State), then submit proof of that exemption to the Port. The cost for any licenses, permits, and associated tax payments is the responsibility of the Service Provider and not charged separately to the Port. Instructions and applications are at <http://www.dol.wa.gov/business/>.

Fees/Licenses

The Service Provider shall pay for and maintain any licenses, fees, assessments, permits charges, etc., which are necessary for Contract performance. It is the Service Provider's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

5. Insurance

The Service Provider shall procure and maintain for the duration of the contract, and for one (1) year from completion, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Service Provider, his agents, representatives, employees, or subcontractors. The Service Provider shall furnish a Certificate of Insurance **and** Endorsement naming the Port as an additional insured on its Commercial General Liability and Automobile Liability Policies. The Service Provider shall furnish the Port with original Certificates of Insurance including all required additional insured endorsements or copies of the applicable policy language effecting coverage and a copy of the Declarations and Endorsement Page of the policies listing all policy endorsements.

MINIMUM SCOPE AND LIMIT OF INSURANCE

- A. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence and \$5,000,000 aggregate for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- B. Errors and Omissions/Professional Liability (E&O):** This coverage can either be part of the Commercial General Liability policy or a separate policy. Limits shall not be less than \$1,000,000 per occurrence/\$2,000,000 general aggregate and shall include coverage for: firearms liability and assault and battery.
- C. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- D. Worker's Compensation** insurance as required by the State of Washington Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- A. The Port, its officers, officials, employees, and volunteers are to be covered as additional insured** on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of the Service Provider including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Service Provider. General Liability coverage can be provided in the form of an endorsement to the Service Provider's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used). A blanket Additional Insured Endorsement is not acceptable.
- B. For any claims related to this project, the Service Provider's insurance coverage shall be primary** insurance as respects the Port, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Port, its officers, officials, employees, or volunteers shall be excess of the Service Provider's insurance and shall not contribute with it.
- C. Each insurance policy required by this clause shall provide that coverage shall not be canceled, except with at least thirty (30) day notice to the Port. The Service Provider shall have an independent duty to notify the Port of any cancellation.**

Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- A. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.**
- B. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of contract work.**

- C. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work date, the Service Provider must purchase extended reported period coverage for a minimum of one (1) year after Physical Completion of contract work.
- D. A copy of claims reporting requirements must be submitted to the Port of Bellingham for review.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best rating of no less than A VII.

Waiver of Subrogation

Service Provider hereby agrees to waive rights of subrogation which any insurer of Service Provider may acquire from Service Provider by virtue of the payment of any loss. Service Provider agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation.

Verification of Coverage

Service Provider shall furnish the Port of Bellingham with original certificate and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required by this contract. All certificates and endorsements are to be received and approved by the Port of Bellingham before work commences. The Port of Bellingham reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these General Conditions, at any time.

In the event that the Service Provider fails to provide said certificates prior to commencement of work, then the Service Provider shall be considered as not performing and the Bid Bond shall be forfeited. The Service Provider shall bear all cost for such insurance, including any payments of deductible amounts.

Prospective bidders are advised that projects with Work on or adjacent to water may require insurance coverage in compliance with:

- A. The Longshoremen's and Harbor Worker's Compensation Act (administered by U.S. Department of Labor), or
- B. The State Industrial Insurance (administered by the Washington State Department of Labor and Industries) or
- C. Both.

The **Owner** shall make the determination if the project Work is on or adjacent to water.

The project may require USL & H insurance; the Service Provider is SOLELY responsible for determining whether this project has situs (location) and status (work type) under the Longshore and Harbor Workers' Compensation Act. The Service Provider must procure any US L & H coverage that (i) is expressly required by the Port as a contract requirement or (ii) if not so required by the Port, is required by law, regardless of whether this Contract expressly requires it. If the Service Provider fails to procure such coverage and the Port later determines that it is required by law, then (i) the Port may withhold progress payments until such time as the Service Provider obtains such insurance and provides proof thereof to the Port and (ii) the Service Provider shall defend, indemnify, and hold

the Port of Bellingham harmless from any and all claims, losses, damages, and costs resulting from the Service Provider's failure to timely obtain such insurance.

6. Taxes

All proposals shall include an allocation for the appropriate sales and use taxes.

7. Payment

All monthly progress payments shall be submitted by the fifth (5th) day of each month and progress payments will be paid within thirty (30) days of receipt. Invoices shall be submitted to the attention of the POB Emergency Management & Security Officer (EMSO).

8. No Additional Charges

Unless otherwise specified in the Solicitation, no additional charges by the Service Provider will be allowed. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the EMSO or designee's sole discretion, additional charges may be allowed.

9. Price Adjustments

All price/rate increases are subject to Commission approval. At least 60 calendar days before the end of the initial term of this Contract, the Service Provider may propose rate increases by written notice to the EMSO or designee. The EMSO or designees may consider price adjustments, when determining whether to extend this Contract. The Service Provider shall provide a detailed breakdown and must have supporting documentation sufficient to justify the requested increase. Price increases will be based on the direct result of increases to wage rates and do not exceed the United States published indices such as the Consumer Price Index or other appropriate service rate index agreed upon between the EMSO or designee.

Consideration of the Service Provider's requests for adjustments in pricing will be at the sole discretion of the EMSO or designee and subject to Commission approval. The Service Provider will receive written approval from the EMSO or designee of any price adjustment and such price adjustment shall be set forth in a written amendment to the contract. Price adjustments shall remain unchanged for at least one year thereafter.

The Port will not be bound by invoice prices that are higher than those in the contract, unless Purchasing has accepted the higher price and the amended the contract.

10. Statutes, Laws, Codes, and Regulations

All statutes, codes, municipal ordinances and regulations shall be complied within the pursuit of all portions of the work.

11. Examination of Site and Conditions

Proposals shall reflect the all anticipated costs for completing the work, including labor, materials and equipment. Before submitting his or her proposal, the Service Provider shall examine the site of the work to ascertain all the physical conditions in relation thereto. Failure to take this precaution will not release the successful Service Provider from entering into contracts or excuse the Service Provider from performing the work in strict accordance with the terms of the contract.

In submitting the proposal, the Service Provider warrants that it understands: (1) the requirements for the performance of completed work; (2) the nature and location of the

work; (3) the general and local conditions which can affect the work and/or its costs; (4) the time necessary to complete the work; (5) the proposal documents and contract; and (6) the applicable Federal, State and local laws, ordinances and regulations. The Service Provider agrees that the Port shall not be liable for additional cost or additional time required by the Service Provider to perform duties under this contract, or any other claim whatsoever that arises from Service Provider's failure to fully investigate and familiarize itself with the project conditions.

No oral statements made by any officer, agent, or employee of the Port in relation to the physical conditions pertaining to the site of the work will be binding on the Port.

12. Warranty

Service Provider warrants that services provided will meet or exceed industry standards for work performed in the Puget Sound region.

13. Assignment of Contract and Subletting

This contract shall not be assigned by the Service Provider to any person, firm or agency. There shall be no substitution or subcontracting in the performance of this Contract.

14. Equal Employment Opportunity Responsibilities

The Service Provider, by signing this Contract, hereby agrees to fully comply with all equal employment opportunity requirements not to discriminate and to take affirmative action to assure equal employment opportunity as required by law.

15. Incorporation of RFP and Proposal in Contract

This RFP and the Service Provider's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the Port), shall be binding and incorporated by reference in the Port's contract with the Service Provider.

16. Proposals

All proposals received by the Port of Bellingham shall be considered valid for a period of forty-five (45) calendar days from the date of the proposal due date. Service Providers that withdraw their proposal during this period will forfeit their bid bond. The right is reserved by the Port of Bellingham to reject any and all proposals and to waive any informalities or irregularities.

17. Non-Collusion Affidavit

The Service Provider must submit a Non-collusion Affidavit Statement (found at the end of this document) certifying that the Proposal submitted herewith is a genuine and not a collusive or sham proposal and is not made in the interest of or on behalf of any person herein named and that the person, firm, association, joint venture, co-partnership or corporation herein named has not, either directly or indirectly, entered into any contract, participated in any collusion, or otherwise taken any action in restraint of free competition in the submittal of this proposal.

18. Addenda to General Conditions

To the extent that they are legally permissible, changes, additions or clarifications to the contract documents made after advertising and before the proposal submittal deadline should be issued to all document holders as numbered and dated addenda. All such deletions, additions, clarifications or corrections should be in written or graphic form. All

Service Providers shall be directed to acknowledge receipt of any addenda on the Proposal Form to ensure that all Service Providers have submitted their proposals on the same information. Sufficient time should be provided between issuance of addenda and submittal of proposal to permit the Service Providers to incorporate the addenda data into their proposal.

Any prospective Service Provider desiring an explanation or interpretation of the proposal documents must request the explanation or interpretation via email to brianw@portofbellingham.com no later than **January 31, 2024 by 5:00 PM Pacific Standard Time**; all answers will be posted on the RFP website at <https://www.portofbellingham.com/bids.aspx>. The Service Provider agrees that the Port shall not be liable for any claim based on ambiguity of which the Service Provider knew and did not inform the Port of or of which the Service Provider should have reasonably known. It is the sole responsibility of the Service Provider to visit the website throughout the bidding process for any changes to the RFP documents issued by the Port; the Service Provider agrees that the Port shall not be liable for any claim based on the Service Providers failure to monitor the website for changes.

19. Changes or Corrections in Proposal Submittal

Prior to the submittal closing date and time, a Service Provider may make changes to its proposal, if the change is initialed and dated by the Service Provider. No change shall be allowed after the closing date and time. **Please note - you cannot change, mark-up, or cross-out any condition; format, provision, or term that appears on any documents provided by the Port, including any terms of the contract which the successful Service Provider will be required to sign.** If you need to change any of your own prices or answers that you write on the Offer Form must be made in pen, initialed, and be clear in intent. Do not use whiteout.

20. Debarment / Suspension Compliance

The Service Provider must not be disqualified from bidding on any public works contract under RCW 39.06.010 or 39.12.065(3). The Service Provider certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals are presently debarred, suspended, proposed for debarment, or declared ineligible or voluntarily excluded from participation in this transaction by any State or Federal department or agency.

21. No RFP Opening – No Reading of Prices

The Port does not conduct a bid opening for RFP responses.

22. Proposal Form

Service Providers are required to complete all sections of the Proposal Form. Service Provider shall specify response in the format and on any forms provided, indicating unit prices if appropriate, and attaching additional pages if needed. In the case of difference between unit pricing and the extended price, the Port shall use the unit pricing. The Port may correct the extended price accordingly. All prices shall be in US Dollars and inclusive of any taxes as appropriate.

23. Service Provider Responsibility to Provide Full Response

It is the Service Provider's responsibility to provide a full and complete written response, which does not require interpretation or clarification by the EMSO or designee. The Service Provider is to provide all requested materials, forms, and information. The Service

Provider is responsible to ensure the proper submission of materials and that they accurately reflect the Service Provider's specifications or proposal. During scoring and evaluation (prior to interviews if any), the Port will rely upon the submitted materials and shall not accept materials from the Service Provider after the RFP deadline. This does not limit the right of the Port to consider additional information (such as references that are not provided by the Service Provider but are known to the Port, or past experience by the Port in assessing responsibility), or to seek clarifications as needed by the Port.

24. Contract Terms and Conditions

Service Providers are to price and submit proposals with the understanding that they are required to comply with all General Conditions and all requirements, Terms, and Conditions set forth in the Contract. Service Providers are responsible to review all General Conditions, requirements, Terms and Conditions, insurance requirements, and other requirements herein. Submittal of a proposal is an agreement to comply without exception, unless modified by the Port. The Port has the right to negotiate changes to submitted proposals and to change the Port's otherwise mandatory terms and conditions during negotiations, or by providing notice to the Service Provider during the contract. This RFP and the Service Provider's response, including all promises, warranties, commitments, and representations made in the successful proposal (as accepted by the Port), shall be binding and incorporated by reference in the Port's contract with the Service Provider.

25. Negotiations

Nothing herein prohibits the Port from opening discussions with the highest ranked apparent successful Service Provider, to negotiate modifications to either the proposal or the contract terms and conditions, in order to align the proposal or the contract to best meet Port needs within the scope sought by the RFP.

26. Cost of Preparing Proposals

The Port will not be liable for any costs incurred by the Service Provider in the preparation and presentation of proposals submitted in response to this RFP including, but not limited to, costs incurred in connection with the Service Provider's participation in demonstrations and the pre-proposal conference.

27. Evaluation Process

Step #1: Initial Screening: The Port evaluation team will first review proposals to determine whether the Service Provider included all required documents. Those found responsive shall proceed to Step 2.

Step #2: Proposal Evaluation: The Port evaluation team will review and score proposals using the criteria specified in the table below.

Pricing: Pricing will be re-calculated by the Port to ensure accuracy. In the event of a math error, unit pricing will be considered the correct price and used to re-calculate the total price. If any cost item is missing from a bidder Offer Form, the Port may reject that Bid.

Formula: Lowest Total Proposal price divided by a higher Total Proposal price (Bid that is being evaluated) multiplied by number of available points equals the cost factor evaluation points. Points will be rounded to two places to the right of the decimal point using standard rounding method.

The Service Provider with the lowest **Total Proposal** price will receive the maximum allotted points for pricing. All other Service Providers pricing points will be proportionate to the most favorable pricing. The example calculation below shows that a Service Provider whose bid price is twice as much as the lowest proposed price would receive only half of the maximum available points.

Lowest Bidder	÷	Other Bidder's	x	Maximum	=	Awarded
Total Proposal Price		Total Proposal Price		Available		Price
				Points		Points
\$100	÷	\$200	x	20 points	=	10 pts

Determining Responsibility: The Port evaluation team will then review the Service Provider's proposal package and assign points to the remaining criteria.

Proposals should present information in a straightforward and concise manner, while ensuring complete and detailed descriptions of the Security Provider's abilities to meet the requirement of this RFP.

Proposals are to address, and will be evaluated upon, the following criteria:

Evaluation Criteria:		Points
1.	Staffing Plan	30
2.	Qualifications	30
3.	Price	20
4.	Record Keeping Plan	10
5.	Vehicles/Uniform	5
6.	References	5
Maximum Total Points		100

Step #3: Selection: The Port shall select the highest ranked Service Provider for award.

Step #4: Contract Negotiations: The Port may negotiate elements of the proposal as required to best meet the needs of the Port, with the apparent successful Service Provider. The Port may negotiate any aspect of the proposal or the solicitation.

Repeat of Evaluation Steps: If no Service Provider is selected at the conclusion of all the steps, the Port may return to any step in the process to repeat the evaluation with those proposals that were active at that step in the process. In such event, the Port shall then sequentially step through all remaining steps as if conducting a new evaluation process. The Port reserves the right to terminate the process if it decides no proposals meet its requirements.

Points of Clarification: Throughout the evaluation process, the Port reserves the right to seek clarifications from any Service Provider.

Tie Scores: In the event that the top two Service Providers receive the same total score, the Contracts Administrator will use a coin toss to determine the winner with both Service Providers present. Those on the evaluation team shall serve as witness to the event.

28. AWARD AND CONTRACT EXECUTION INSTRUCTIONS

The EMSO or designee intends to provide written notice of the intention to award in a timely manner and to all Service Providers responding to the Solicitation.

The Apparently Successful Service Provider will receive Intent to Award Letter from the EMSO or designee after the award decision is made by the Port of Bellingham Commission. The Letter will include instructions for final submittals that are due prior to execution of the Contract.

Once the contract is issued for signature, the Service Provider must execute the contract and provide all requested documents within five (5) business days. If the Service Provider fails to execute the contract with all documents within the five (5) day period, the Port may cancel the award and proceed to the next ranked Service Provider, or cancel or reissue this solicitation. Cancellation of an award for failure to execute the Contract as attached may result in Service Provider disqualification for future solicitations for this product/service.

ATTACHMENTS

ATTACHMENT A – Proposal Form

ATTACHMENT B – Non-Collusion Affidavit Statement

ATTACHMENT A – PROPOSAL FORM

1. Having carefully examined the sites, the proposal documents, and Contract for the Event & On-Call Security Services FY 2024, the undersigned proposes to furnish all labor and equipment required to perform all work in accordance with the above-named documents for the following price:

Classification	Hourly Wage Rate		Overhead		Hourly Total
	A		B		(A+B)
Guard		+		=	
Holiday Guard		+		=	

2. **WITHDRAWAL** - The above proposal will not be withdrawn within forty-five (45) days after the actual date of the opening hereof.
3. **CONTRACT**- If the undersigned is notified of acceptance of this Proposal within forty-five (45) days of the time set for opening of bids, he/she agrees to execute a contract for the above stated sum, as required by law, and that he/she will begin work with Notice to Proceed.
4. **SIGNING AUTHORITY** – By signing below, the undersigned hereby acknowledges that they are authorized and duly bound to execute this Proposal Form on behalf of the Service Provider named here below. The signing party further certifies that they have visited the Port's website before the due date and time to familiarize themselves with all changes made to the bid documents via Addendum and that the Port shall not be liable for any claim based on the Service Provider's failure to monitor the website.
5. **SERVICE PROVIDER VERIFICATION** - The bidder is instructed to provide with this bid submittal the following registration and identification numbers.

BUSINESS LICENSE NO.

(insert number here) _____

DEPT. OF LABOR AND INDUSTRIES SERVICE PROVIDER REGISTRATION LICENSE NO.

(insert number here) _____

EMPLOYMENT SECURITY DEPARTMENT NO.

(insert number here) _____

WASHINGTON UNIFIED BUSINESS IDENTIFIER (UBI) NO.

(insert number here) _____

PROPOSAL FORM (con't.)

6. ADDENDA - Receipt of Addenda(s) numbered _____ is hereby acknowledged.

SERVICE PROVIDER - _____

SIGNED - _____

Print name and title

ADDRESS - _____

TELEPHONE - _____

EMAIL- _____

DATE - _____

NOTE: PLEASE PUT NAME OF PROJECT ON ENVELOPE CONTAINING PROPOSAL DOCUMENTS.

ATTACHMENT B – NON-COLLUSION AFFIDAVIT STATEMENT

NON-COLLUSION AFFIDAVIT STATEMENT

STATE OF WASHINGTON

ss

NON-COLLUSION AFFIDAVIT

COUNTY OF WHATCOM

I, _____, under penalty of perjury under the laws of the State of Washington, do state and affirm that the proposal submitted for _____ is a genuine and not a sham or collusive, or made in the interest or on behalf of any person not herein named; and he further says that said Service Provider has not directly or indirectly induced or solicited any other Service Provider on the above work or supplies to put in a sham proposal or any other person or corporation to refrain from proposing this work; and that said Service Provider has not in any manner sought by collusion to secure to him/her self an advantage over any other Service Provider or Service Providers.

(Service Provider)

By: _____

Subscribed and sworn to before me this _____ day of _____, 2024.

Notary Public in and for
the State of Washington:
residing at _____

EXHIBITS

EXHIBIT A – Anticipated Security Services FY 2024

EXHIBIT B – Security Contract

EXHIBIT A - ANTICIPATED SECURITY SERVICES FY 2024

Request for Proposal - Anticipated Security Services FY2024

District	Tasking	Frequency	Month	Hours for Shift	Total Officers	Total Hours (per officer)	Remarks
BLI	Emphasis Patrol/Surge Ops	Red	Random (issued dependent)	Random	1 to 4	4	Emphasis patrol issue dependent (up to 4 officers depending on issue)
DTWF - Portal	Static Guard at Portal	Red	March to Nov	2300 to 05AM	1	6	Seasonal static guard at Portal during high activity months - *Supplement Port Sec Specialist
Events	Ski to Sea	Green	05/26/24	10am to 6PM	4	8	Annual POB sponsored event
Events	July 4th	Green	7/4/2024	1600 to 2400	24	6	This was split between the two companies for cost saving
Events	Holiday Port	Green	Dec (1st weekend)	11am to 6PM	3	8	3 officers each day
Marina (BH)	Office Coverage	Green	Nov - Thanksgiving Day	0800 to 6PM	1	9	Single officer for SQH office
Marina (BH)	Office Coverage	Green	Dec Christmas Day	0800 to 6PM	1	9	Single officer for SQH office
Marina (BH)	Office Coverage	Green	Nov - Thanksgiving Day	0800 to 6PM	1	9	Single officer for SQH office
Marina (BH)	Emphasis Patrol	Red	Random - 4 half days	Random	1	4	Emphasis Patrol (issue dependent)
Marina (BH)	Emphasis Patrol	Red	Random - 2 full days	Random	1	9	Emphasis Patrol (issue dependent)
Marina (SQH)	Office Coverage	Green	Nov - Thanksgiving Day	0800 to 6PM	1	9	Single officer for SQH office
Marina (SQH)	Office Coverage	Green	Dec Christmas Day	0800 to 6PM	1	9	Single officer for SQH office
Marina (SQH)	Office Coverage	Green	Nov - Thanksgiving Day	0800 to 6PM	1	9	Single officer for SQH office
Marina (SQH)	Emphasis Patrol	Red	Random - 4 half days	Random	1	4	Emphasis Patrol (issue dependent)
Marina (SQH)	Emphasis Patrol	Red	Random - 2 full days	Random	1	9	Emphasis Patrol (issue dependent)
Marine Terminals	MTSA Restricted Area	Green	Random	06AM to 06PM	2	12	MTSA regulated sec post - Average 6 vessels per year = *24 hour per day coverage
Marine Terminals - BCT	MTSA Restricted Area	Red	Random	24 hour coverage	4	24	MTSA regulated sec post at BCT - for MARSEC increase per USCG
Real Estate	Roving Patrol/emphasis	Yellow	Random	Random	1 to 2	2	Response to issues reported to RE by tenants (skateboarders, encampments)
Real Estate - other	Roving Patrol/static	Yellow	Random (issued dependent)	Random	1 to 2	6	Static or roving patrols of properties impacted by incidents (i.e. HCB vandalism)
Port-wide	Fire Watch	Red	Random	Random	4 to 6	12	Fire Watch

Frequency Legend Key	
Highly Likely	Green
Likely	Yellow
Rarely	Red

EXHIBIT B – SECURITY CONTRACT

PORT OF BELLINGHAM EVENT & ON-CALL SECURITY FY 2024 CONTRACT

This Contract is made and entered into this _____, by and between the **Port of Bellingham**, a Washington municipal corporation, located at P.O. Box 1677, Bellingham, WA 98227-1677 (hereinafter "Port"), and _____, located at _____ (hereinafter "Service Provider").

WITNESSETH:

WHEREAS, the Port is a Washington municipal corporation with various facilities located throughout Whatcom County, and

WHEREAS, the Service Provider is licensed to do business in Washington State for the type of work being performed, and

WHEREAS, the Port desires to employ Service Provider to furnish a stable, highly qualified uniformed, protective security service to protect Port property and employees, and

WHEREAS, the Port solicited responses to a Request for Proposals (RFP) for Event & On-Call Security Services and the Service Provider was awarded the contract.

NOW THEREFORE, the parties hereto agree as follows:

I. TERM AND COMPENSATION

- Scope of Services:** The Service Provider shall furnish a stable, highly qualified, unarmed uniformed protective security service for the protection of Port personnel and property. The Service Provider agrees to provide all services described in this Contract. The Port may change the staffing and equipment anticipated service schedule from time-to-time upon reasonable notice to Service Provider. The Service Provider shall adhere to all terms and conditions of this Contract unless the Port waives a requirement in writing.
1.1 Contract Documents. This Contract incorporates the General Conditions contained in the RFP and the Service Provider's Bid Proposal as though fully set forth herein. These documents are intended to be complementary. In the event of a conflict, the provision more favorable to the Port will control.
- Term:** The term of this Contract shall commence at 0000 hours on March 1, 2024, and remain in effect through December 31, 2024 contingent upon budget appropriation and Commission approval.
- Contract Price:** This contract is limited to a total expenditure of \$ _____. Payment will be made for services rendered within thirty (30) days of receipt of invoice. **Owner** shall pay **Service Provider** in accordance with the following schedule:

Classification	Hourly Wage Rate		Overhead		Hourly Total
	A		B		(A+B)
Guard		+		=	
Holiday Guard		+		=	

4. **Port's Representative:** The Port's Emergency Management and Security Officer, or their designee, will represent the Port in all matters covered by this Contract. All changes to this Contract must be in writing and signed by the Service Provider's representative, the Port's Emergency Management and Security Officer, and the Executive Director of the Port of Bellingham. Changes may be subject to Port of Bellingham Commission approval.
5. **Termination:** This Agreement can be terminated by the Port at any time, without cause and for any reason including the Port's convenience, upon giving of not less than 30 (thirty) days written notice of such termination. This Agreement may also be terminated by either party upon thirty (30) days written notice should one party fail to perform in accordance with its terms through no fault of the other. In the event the party that fails to perform is the Service Provider, the determination of "failure to perform in accordance with its terms" shall be in the sole judgement of the Port. In the event of termination, the Service Provider shall be compensated for satisfactory services performed to the termination date. In no case, however, shall such compensation exceed the agreed upon fee as approved and amended by the Port.

II. SERVICE PROVIDER'S EMPLOYEES

6. **Separate Employees:** The parties hereto agree the Service Provider, subject to the terms and conditions of this Contract, shall control the hiring and firing of its employees, the training of its employees, and the direction of the work of the employees. The Service Provider's employee shall not be deemed to be employees of the Port.
7. **Conduct of Service Provider's Employees:** At all times the Service Provider's employees shall perform in accordance with this Contract, with the Port's Policies, Procedures, and Post Orders, and with direction by Service Provider of its employees in accordance with good practice and industry standards. In addition, the Service Provider's employees will comply with all written and verbal instructions of Port employees which are not inconsistent with this Contract. Finally, the Service Provider and its employees shall, at all times, comply with all written or verbal instructions of Port employees relating to Port safety regulations. The Port reserves the right to require Service Provider to reassign to another job any Service Provider employee who fails to comply with any of the provisions of this Contract.
8. **Service Provider's Comprehensive Security Manual:** The Service Provider shall, during the term of this Contract, maintain a Comprehensive Security Orders/Policies and Procedures Manual for the protection of the Port's assets and for providing direction to the Service Provider's employees. The manual shall be provided to the Port's Emergency Management and Security Officer for review and comment. The parties hereto understand and agree the Service Provider is responsible for the content of the Comprehensive Security Orders/Policies and Procedures Manual.
9. **Sufficient Qualified Employees:** The Service Provider shall have a sufficient number of qualified and trained security personnel to assure effective staffing as required in this Contract during sickness, leave or other absenteeism. The Service Provider shall provide additional qualified and trained security personnel on any Port property as requested by the Port as follows: (i) One (1) security officer with one (1) hour verbal notice; (ii) up to two (2) security personnel on two (2) hours verbal notice; (iii) up to five (5) security personnel on twenty-four (24) hours verbal notice; and (iv) up to ten (10) or more security personnel on forty-eight (48) hours verbal notice. A sufficient number of qualified employees must possess Transportation Worker Identification Credentials (TWIC) to ensure 24-hour access control to restricted areas of the Bellingham Cruise Terminal and the Bellingham Shipping Terminal, as

needed. Employees with TWIC cards must be available within 12-hours of notice. The Port shall pay the normal billing rate for these additional security personnel and shall not be responsible for any overtime pay occasioned by the use of Service Provider's employees in an overtime capacity to fulfill this additional security personnel requirement.

10. **Service Provider Supervision and Support:** The Service Provider shall provide continuous management level supervision of all its employees to ensure Service Provider's employees are properly trained, are knowledgeable concerning their duties and are following all applicable policies and procedures. A management level supervisor shall be available at all times for contact by the Service Provider's employees or Port employees. The Service Provider shall ensure each of the Service Provider's employees is aware of the method for immediately contacting a management level supervisor of the Service Provider. The Service Provider shall also provide this information to the Port's Emergency Management and Security Officer.
11. **Appearance of Service Provider's Employees:** At all times, the Service Provider's employees shall be dressed in a uniform acceptable to the Port. The uniform shall be maintained and worn in a neat and orderly manner. The Service Provider's employees shall present a well-kept and neat appearance at all times. The Service Provider will ensure all security personnel are provided the appropriate cold and foul weather uniforms to allow employees to safely and effectively perform their duties in all weather conditions.
12. **General Duties:** The Service Provider shall ensure that all security personnel shall be trained and knowledgeable concerning their work duties, be aware of and follow all Port emergency procedures, be aware of and follow the Security Guard Post Orders and written instructions, be aware of and follow the Service Provider's policies and procedures, be at all times mentally alert and able to see, hear and smell signs of danger and act promptly in emergencies.
13. **Employees of Service Provider Only:** Service Provider understands and agrees the Service Provider and Service Provider's employees, agents, servants or other personnel are not Port employees. Service Provider shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Service Provider's employees, agents, servants or other personnel performing the services or work specified herein, whether it be of a direct or indirect nature. Further, in that regard, it is expressly understood and agreed that for such purposes neither Service Provider nor Service Provider's employees, agents, servants or other personnel shall be entitled to any Port payroll, insurance, unemployment, workmen's compensation, retirement or other benefits whatsoever.

III. PORT PROPERTY ISSUED TO OR USED BY SERVICE PROVIDER

14. **Port Equipment:** The Service Provider agrees that the Service Provider and all its employees having access to or contact with Port radios, cellular telephones, and scanners shall comply with all pertinent government regulations pertaining to the operation and use of said equipment. The Service Provider shall be liable for and hold the Port harmless from any fines or penalties resulting from misuse of Port radios and cellular telephones by the Service Provider or its employees. The Service Provider is responsible for training its employees with respect to this provision. The Service Provider agrees to repair or replace any radio, cellular telephone, scanner

or other equipment damaged, lost, stolen or destroyed while in the care, custody or control of Service Provider or its employees.

15. **Port Keys, Gate Cards or Other Access Media:** The Service Provider and/or its employees may, from time-to-time, be issued Port keys, gate cards or other access devices. The Service Provider shall ensure these items are kept secure and used only in accordance with duties specified under this Contract. The Service Provider shall be liable for and hold the Port harmless from any loss occasioned by the loss or damage of these items or the unauthorized use of these items.
16. **Port Written Material:** The Service Provider and its employees will keep all Port security and emergency manuals, policies, procedures, and instructions confidential. These materials shall not be released to anyone without the prior written consent of the Port. At the conclusion of this Contract all such written materials shall be surrendered to the Port. The Service Provider shall be liable for and hold the Port harmless from any loss occasioned by failure to abide by this provision.

IV. PERSONNEL HIRING AND TRAINING REQUIREMENTS

17. **Hiring:** The Service Provider shall be responsible for the hiring and firing of all employees. The Service Provider shall ensure that all of its employees are honest, law abiding citizens suitable for employment as security personnel within the standards of the security industry. The Service Provider shall conduct background investigations for each employee, including but not limited to, verifying all prior employment within the past ten years, checks of credit, and police records. The Service Provider shall resolve any negative findings concerning the employee before assigning that employee to Port duty. The Service Provider shall supply the Port with results of background checks upon request and the Service Provider shall replace any employee upon the Port's written request.
18. **Minimum Qualifications:** The following standards shall be met by each security personnel assigned by the Service Provider to the Port.
 - A. Basic Individual Qualifications: Each security personnel must meet these general minimum standards:
 1. Speak, read, and write English;
 2. Possess a high school education or equivalent;
 3. Maintain a valid Washington State driver's license;
 4. Be bondable or insurable;
 5. Have reliable transportation to and from work;
 6. Have no criminal convictions or association other than minor traffic violations and no serious personal credit problems within the past three (3) years;
 7. Have stable work experience;
 8. Have the ability to learn quickly, ask questions, and follow instructions;
 9. Be able to effectively deal with Port staff and the general public; and,
 10. Be in good physical condition and without disability which would interfere with performing assigned work. "Good physical condition" as used herein applies to an individual that is of reasonable height and weight, have binocular vision corrected to 20/30 with the ability to distinguish standard colors, have the ability to effectively hear an ordinary conversation at twenty feet and a whispered conversation at ten feet without using a hearing aide, have the ability to perform normal and emergency duties requiring moderate physical exertion including standing or walking for a complete shift, climbing stairs and ladders, driving a pickup truck or van and running a reasonable distance.
19. **Minimum Training Requirements:** The Service Provider shall be responsible for adequately training all its employees to perform their duties under this Contract in

conformance with industry standards. Without limiting the foregoing, the Service Provider shall provide, as a minimum, a training orientation checklist to help instruct its employees in the performance of their duties. Each employee shall sign his or her checklist, and the Service Provider's supervisor responsible for training should also sign the checklist. The Service Provider shall, at a minimum, provide each employee with at least eight (8) hours instruction. The course of study for all security personnel shall include: (i) patrol procedures; (ii) fire extinguisher training; (iii) report writing; (iv) communications; (v) access control; and, (vi) public and human relations. The training shall be conducted off site and prior to any on-site training or assignment. The cost of training, including employee wages, shall be paid by the Service Provider. The Service Provider shall provide proof of this training, including the checklist, to the Port upon request. All training, including payment of the security personnel's wages, shall be at the expense of the Service Provider unless otherwise stated in writing by the Port's Emergency Management and Security Officer. (Additional training requirements are identified in items 22, 24, and 25 below).

20. **Minimum Training for Supervisors:** The Service Provider's professional supervisors shall be adequately trained to supervise the security personnel at the Port. At a minimum, their training shall include (i) history and purpose of security deterrence and apprehension; (ii) legal powers and limitations; (iii) criminal law, (iv) emergency procedures; (v) crowd control; (vi) rules of evidence; and, (vii) courtroom appearance. The professional supervisor of personnel shall also be trained in the control of sabotage, the control of internal/external theft, the control of illegal entry, and the prevention of malicious mischief. The cost of training, including employee wages, shall be paid by the Service Provider. The Service Provider shall provide proof of this training to the Port upon request. All training, including payment of the security personnel's wages, shall be at the expense of the Service Provider unless otherwise stated in writing by the Port's Emergency Management and Security Officer.
21. **Prior to assigning security personnel to any Port location, the Service Provider** shall provide a minimum number of hours of site-specific training at the location where the security personnel will be assigned. The minimum site-specific training hours are as follows:

Squalicum Marina – Sixteen (16) hours

Blaine Harbor – Sixteen (16) hours

Airport – Have completed training and obtained a SIDA badge

All other Port locations – Have sufficient understanding of the site-specific Post Orders to fully implement them.

These hours are in addition to the basic security and first aid training identified in items 19, 20, 23, and 24. Service Provider security personnel, who have a minimum of ninety days of current site-specific experience, shall conduct the site-specific training. The Port will provide the training outline in the form of Post Orders. All wages for security personnel attending training shall be at the expense of the Service Provider unless otherwise stated in writing by the Port's Emergency Management and Security Officer. All security personnel who have not worked at a specific site for at least six (6) months shall complete another four (4) hours of site-specific training.

Note: Prior site training does not qualify toward meeting the site-specific training hours required in item 22 of this contract.

22. **Specific Performance Standards:** The Service Provider shall ensure all of its Employees meet the following specific performance standards:
- A. All guards shall report for duty wearing Service Provider provided complete, well-fitting uniforms including rain gear and clothing needed for outdoor work in inclement weather. Uniforms, foul weather gear, personal flotation devices (PFDs), flashlights and safety gear shall be provided at no cost to the guard. A hard hat may be required at some Port sites. Uniforms shall include button up shirts or warm weather short sleeved polo style shirts with Service Provider identification and an employee name tag. Pants must be color coordinated with the shirts and shall be well pressed. No street clothes or casual wear will be permitted unless specifically authorized in writing by the Port.
 - B. The Service Provider will assure all security personnel are neat and clean. Extreme hair styles or jewelry are not permitted. All guards must always be in a complete uniform and wear a clearly visible Service Provider furnished name identification tag.
 - C. The Service Provider will assure that at all times security personnel carry and display any required Port identification and wear protective gear as required by the Port.
 - D. When required, security personnel will be using Service Provider furnished, highly visible, properly marked vehicles to do their work. The vehicles shall be in good condition, without obvious body damage, clean, and less than five (5) years in age.
 - E. The Service Provider will assure the security stations and gate houses of the Port are kept clean and neat by the security personnel. The Service Provider will inform the Port of equipment or services needed by the security personnel to effectively and efficiently do their work.
 - F. All security personnel will perform their duties in a courteous manner. All communication between the security personnel and the general public shall be courteous and free from the use of profanity. Security personnel will, at all times, act with the knowledge that they are "ambassadors" of the Port.
 - G. Personal cellphones, laptop computers, electronics and/or PDAs are not to be used while on-duty at the Port unless authorized by the Port in advance.
23. **Security Personnel Knowledgeable of Their Duties:** The Service Provider will assure that security personnel know their general duties including:
- A. Enforce the systems of personnel identification and control of entrances, exits and movement at all Port facilities;
 - B. Direct and regulate vehicular and foot traffic;
 - C. Maintain gate registers for vehicle and personnel traffic and similar documentation as required by the Port;
 - D. Patrol assigned areas and observe activities of safety and security interests;
 - E. Make routine reports and special reports concerning unusual circumstances;
 - F. Know and enforce general Port rules;
 - G. Know the general orders for guards and the special orders for any post to which he or she is assigned;
 - H. Safeguard the premises against unauthorized entry or exit;

- I. Be alert for and report any security or safety hazards;
 - J. Perform assigned service duties; and
 - K. Perform emergency duties as directed by Port employees.
 - L. All security personnel working at the Port must have a valid industrial First Aid/CPR certificate and be knowledgeable in the use of fire extinguishers. In addition, they must be trained in the proper use and location of Automated External Defibrillators (AEDs).
 - M. Be knowledgeable in, and shall be able to demonstrate familiarity with, all requirements of the Transportation Worker Identification Credential (TWIC) program as they relate to the security position at the assigned facility.
 - N. All security personnel working at the Bellingham International Airport will be required to complete Security Identification Display Area (SIDA) training courses.
24. **Special Requirements:** Security personnel working at the Squalicum Harbor and Blaine Harbor locations will be required to have some basic computer knowledge in the operation of an IBM compatible PC. Security personnel may also be operating a closed-circuit harbor surveillance camera system. All security personnel working at the Port marina sites must have a basic understanding of pleasure and commercial boat characteristics and identification.

V. SCHEDULING, RECORD KEEPING AND RATES OF PAY

25. **Not Port Agents:** The Service Provider and/or its employees are not authorized to speak on behalf of the Port or commit the Port, its employees or resources, to any course of action or expenditure. The Service Provider will ensure all its employees understand and abide by this provision. The Service Provider will defend, indemnify and hold the Port, its commissioners and employees, harmless from any demands or damages resulting from a violation of this provision.
26. **Record Keeping:** The Service Provider shall maintain an ongoing record of security personnel work activities, work schedules, incident reports and findings, and any other records required by the Port in a manner acceptable to the Port. The ongoing record of security personnel work activities shall be sufficiently detailed to allow the Harbormasters, the Terminal Managers and Representatives of the Port to determine all guard and patrol assignments have been completed. During the RFP process, contract bidders were asked to provide a detailed description of their proposed system of accountability to assure the Port that assignments were completed. The accountability process outlined by the winning Service Provider is incorporated into this contract as a standard deliverable. If, in the opinion of the facility management and/or the Port Security Officer, there is an unjustified failure to complete an assignment, payment for the time of the failed assignment may be withheld by the Port. A continuing pattern of failed assignments may result in termination of the contract in accordance with Section I.5. An electronic guard tour system may be used to meet this requirement with gathered data either on-line or readily available within 24-hours. The original of these records shall be considered property of the Port. Copies of these records shall be maintained by the Service Provider and available to the Port for a period of five (5) years following the expiration of this Contract. The Service Provider will ensure all records are orderly maintained. The Port shall be able to examine and audit these records at all reasonable times. The Service Provider will provide the Port with daily work summaries for the security personnel. The summary will be in written form suitable to the Port so the Port can use it to compare actual hours worked against the monthly billing statements. The

Service Provider will provide the Port with the name of each new employee of the Service Provider who works at a Port site and the date of hire.

27. **Security Personnel Staffing:** The Service Provider will assure the security personnel are not scheduled to work at any assignment for more than twelve (12) hours per twenty-four (24) hour period and not more than sixty (60) hours per week. All security personnel must have a least twenty-four (24) consecutive hours off each week. The Service Provider must count hours worked by security personnel at other locations, if any, when applying this restriction. The guideline may not apply during emergency situations.
28. **Basic Work Schedule:** Subject to revision by the Port, the Service Provider shall provide security personnel according to the anticipated security services attached hereto as Exhibit "A". The starting hours and man hour requirements may be adjusted as required by the Port. Shifts may be changed, dropped or added as deemed necessary by the Port. The Port reserves the right to have the Service Provider remove any person from the Port's security staff at any time for any reason.
29. **Work Classification:** The classification of employees of the Service Provider is as follows:
 - A. **Guard:** The Guard classification will be the typical classification utilized at the Port. This classification of employee may be utilized at all sites. In the event the Port requests additional staffing for emergencies or special events at any Port site, the additional staff shall be covered under the guard classification.
30. **Billing Procedures:** The Service Provider will bill the Port monthly for hours worked based on the rates as contained in the "Proposal Form." The Port will pay a straight time rate for all such hours actually worked according to the approved weekly schedule. Daily work summary sheets will be compared against monthly invoices for hours actually worked. The Port will pay overtime rates for the following: (i) actual hours worked on the following seven holidays: Martin Luther King, Jr. Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day; and (ii) actual overtime hours worked at the request of the Port (overtime hours must be authorized by the Port in writing prior to the overtime); and (iii) overtime hours worked in an emergency provided the overtime is verbally authorized by the Port prior to the overtime.
31. **Content of the Billing Statements:** The billing statements shall identify, (i) all hours worked and all positions both straight time and overtime; (ii) the name and seniority dates of the guards; (iii) classification of the guard who is working; and (iv) all on-site training, which shall not be billable to the Port.
32. **Payment Schedule:** The Port's monthly payment schedule is normally the third Wednesday of each month. To ensure proper handling of monthly statements, the billing month should run from the first of each month through the last day of the month. Invoices must be received by the Port not later than the fifth of each month for payment within that month. The Port shall use its best efforts to ensure the Service Provider is paid by the end of each month. There shall be no late charge for failure of the Port to pay within the month invoiced.

VI. GENERAL PROVISIONS

33. **Nonexclusive Contract:** The Service Provider understands and agrees that this Contract is not an exclusive contract for security services to the Port. The Port may, from time-to-time, and without notice to Service Provider, contract the services of other private security agencies at the same time and locations as the Service

Provider. The Service Provider agrees to cooperate fully with these other private security agencies in the performance of this Contract.

34. **Nonassignability:** Neither this contract nor any of the services to be provided hereunder, shall not be assigned or subcontracted by the Service Provider to any person, firm or agency. There shall be no substitution or subcontracting in the performance of this Contract.
35. **Insurance:** The Service Provider will at all times during the existence of this Contract, maintain insurance as described in the General Conditions.
36. **Employment Practices:** The Service Provider shall comply strictly with all requirements of all applicable federal, state and local laws and regulations relating to its employment practices and the establishment of nondiscriminatory requirements in its hiring and employment practices.
37. **Indemnification and Hold Harmless:** The Service Provider shall defend, indemnify and hold the Port, its commissioners, and employees harmless from any and all loss, demands, damages, judgment or action resulting from any injury or death of any employee of the Service Provider arising from any cause whatsoever. Further, the Service Provider shall defend, indemnify and hold the Port, its commissioners, and employees harmless from any and all causes of action, demands, judgments or liability arising from the acts and/or omissions of the Service Provider and/or its officers, directors, employees and agents. The terms of this indemnification shall survive any expiration or termination of the Contract.

FOR PURPOSES OF THE FOREGOING INDEMNIFICATION PROVISION ONLY, AND ONLY TO THE EXTENT OF CLAIMS AGAINST THE PORT OF BELLINGHAM, THE SERVICE PROVIDER SPECIFICALLY WAIVES ANY IMMUNITY IT MAY BE GRANTED UNDER THE WASHINGTON STATE INDUSTRIAL INSURANCE ACT, TITLE 51 RCW. THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT SHALL NOT BE LIMITED IN ANY WAY BY ANY LIMITATION ON THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION OR BENEFITS PAYABLE TO OR FOR ANY THIRD-PARTY UNDER WORKERS' COMPENSATION ACTS, DISABILITY BENEFIT ACTS, OR OTHER EMPLOYEE BENEFIT ACTS.

THE PARTIES EACH ACKNOWLEDGE BY ITS EXECUTION OF THIS CONTRACT THAT EACH OF THE INDEMNIFICATION PROVISIONS OF THIS CONTRACT (SPECIFICALLY INCLUDING BUT NOT LIMITED TO THOSE RELATING TO WORKER'S COMPENSATION BENEFITS AND LAWS) WAS SPECIFICALLY NEGOTIATED AND AGREED TO.

38. **Jurisdiction and Venue:** This Contract is made and delivered in the State of Washington and shall be construed and enforced in accordance with the laws thereof. Venue for this Contract shall lie exclusively in the courts of Whatcom County, Washington. Each party expressly waives the right to a jury trial. The substantially prevailing party shall be entitled to an award of its attorneys' fees and costs.
39. **Service Provider to Comply with Statutes:** All present and future federal, state and local laws applicable in the rendering of the services by the Service Provider shall be complied with in all respects by the Service Provider as shall all present and future rules and regulations of the Port and any other governmental agency. The Service Provider shall register, as required by R.C.W. 23B, to do business in the State of Washington and provide proof of the same to the Port,

40. **Conflict of Interest:** No official, officer or employee of the Port and no other public official of the City of Bellingham, Washington; or Whatcom County, Washington; or City of Blaine, Washington; who exercises any functions or responsibilities in the review of or approval of the work or services to be provided by the Service Provider under this Contract shall:
- A. participate in any decision relating to his Contract which affects such individual's personal interest, or the interest of any corporation, partnership or association on which such individual is, directly or indirectly interested, or
 - B. have any interests, directly or indirectly, in this Contract or the proceeds thereof.
41. **Notices:** All notices, requests, demands or other communications hereunder shall be in writing, unless otherwise noted, and shall be deemed to have been duly given if delivered in person, or after being deposited in the United States mail, postage prepaid, certified, with return receipt requested, or otherwise actually delivered to the other party. The address for such notices is:

Service Provider:

Port of Bellingham: Port of Bellingham
Executive Director
1801 Roeder Avenue
Bellingham, WA 98225

Either party hereto may change the address at which it receives written notices by so notifying the other party hereto in writing.

42. **Nonwaiver:** Neither failure or delay on the part of the Port in exercising any right, power or privilege hereunder, or under any document or instrument delivered or executed pursuant hereto, shall operate as a waiver or preclude the exercise of any further or other right, power or privilege.
43. **Headings:** The headings in this Contract are for the purposes of reference only and shall not limit or otherwise affect any of the terms thereof.
44. **Construction:** The parties hereto agree these documents shall not be construed or interpreted in favor of either party on the basis of draftsmanship or preparation.
45. **Drafting Entire Agreement:** The drafting, execution and delivery of this Contract by the parties have not been induced by representations, statements, warranties or agreements other than those expressed herein. This Contract, the documents incorporated by reference and the exhibits hereto embody the entire understanding of the parties and there are no further agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof.

PORT OF BELLINGHAM

By: Rob Fix, Executive Director

Dated this _____

SECURITY AGENT

By: _____
Print name and title