RFQ DUE DATE & TIME: RFQ submissions are to be submitted to Sno-Isle Libraries no later than 2:00PM on the 14th of December, 2017.

NOTE: Work stated is subject to the terms and conditions stipulated in this RFQ document and Exhibit A (General Terms and Conditions).

THIS PROPOSAL SUBMITTED BY:

NAME: ________________________________
COMPANY: ________________________________
ADDRESS: ________________________________
CITY: ____________________________
STATE/ZIP CODE: ____________________________
PHONE: ________________________________
FAX: ________________________________

THE UNDERSIGNED offers and agrees to furnish the goods or services on the date required at the negotiated contract price subject to the terms and conditions attached hereto.

I CERTIFY that the RFQ document has been read and understood and that all of the conditions contained therein are acceptable, and further, to the best of my knowledge the information contained in this RFQ proposal is accurate and complete and that I have the legal authority to commit this firm to a contractual agreement.

BY: ________________________________
DATE: ________________________________

Issued by: Sno-Isle Libraries- 7312 35th Avenue NE- Marysville, WA 98271
Sno-Isle Libraries seeks a qualified security expert to serve as an All-Hazards Emergency Response, Security, and Safety Planning & Training consultant. The consultant will provide professional services to evaluate, review, report, and make recommendations to create a comprehensive emergency response, security, and safety plan for all hazards anticipated in Sno-Isle Libraries service area (23 library locations, not including the Service Center).

The planning should focus on the security and safety of customers and staff during a crisis such as an active shooter, armed conflict or criminal activity. All site review recommendations and implementation strategies should include a comprehensive review of the current Emergency Preparedness Training Program (“Program”) and make recommendations for improvements to the current plan. Another point of focus desired is attention to recommending changes in the physical environment if it is warranted and also training programs to assist during a crisis event. The deliverables of the work requested herein shall consist of recommendations to improve the training, response, and operational effectiveness of library staff including customer communications while also including the physical building modifications if warranted or recommended. The deliverable shall also consider compliance with all Federal and State compliance guidelines. The consultant chosen must also demonstrate a history of collaboration with all relevant and available emergency services in the Puget Sound region.

To be evaluated for consideration of this professional services RFQ, respondents must provide an extensive listing of their experience and qualifications. A listing of similar projects successfully completed including a list of references and contacts for such projects is also requested during RFQ submission. Please include your hourly consulting rate and expectations for business expense reimbursements. This information will be relied on for the purpose of awarding a contract.

Sno-Isle Libraries contract for services will expect and call for an objective physical assessment of all twenty-three library locations (excluding the Service Center). A summary list of recommendations by location and by operational function with a detailed description and intent for each recommendation will be required for completion of this contract. A description of how this will increase facility safety and security is required so it may be used as an evaluation and selection tool after the completion of this contract. The format of this deliverable will be reviewed and approved by Sno-Isle Libraries upon recommendations by the consultant awarded the work herein. Each recommendation in the deliverable report must address how it affects change in either operations, training, or the physical asset or environment. The deliverable must also demonstrate the consideration and directional needs of leadership during a crisis event addressed herein.

The project will be complete upon issuance of a single report of organizational recommendations resulting from the independent consultants written assessments focusing on cost-effective organizational and physical building enhancements while maintaining public aesthetics. Implementation of any recommendations for improved “all hazards” safety and security
enhancements will be engaged through a separate process and contract and is not included as part of this contract. Any such evaluation will be implemented at Sno-Isle Libraries discretion.

All evaluations and selections of the consultants considered will be based on their qualifications, professional accomplishments, past projects, references, and billing rate.
EXHIBIT A

GENERAL TERMS AND CONDITIONS

RFQ, IFB & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER CONTRACT INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE REQUEST FOR QUALIFICATIONS, INVITATION FOR BIDS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND POLICIES OF SNO-ISLE LIBRARIES AND THE LAWS OF THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

ADVANCE PAYMENTS PROHIBITED - No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by Sno-Isle Libraries.

AMENDMENTS - This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the "ADA" 28 CFR Part 35 - The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

ASSIGNMENT – Neither this Contract, nor shall any claim arising under this Contract, be transferred or assigned by the Contractor without prior written consent of Sno-Isle Libraries.

ATTORNEYS’ FEES - In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorney’s fees and costs.

CHANGES – No alterations in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Specialist or appropriate Buyer.

CONFIDENTIALITY / SAFEGUARDING OF INFORMATION - The Contractor shall not use or disclose any information concerning Sno-Isle Libraries, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of Sno-Isle Libraries, or as may be required by law.

COPYRIGHT PROVISIONS - Unless otherwise provided, all Materials produced under this contract shall be considered "works for hire" as defined by the U.S. Copyright Act and shall be owned by Sno-Isle Libraries. Sno-Isle Libraries shall be considered the author of such Materials. In the event the Materials are not considered "works for hire" under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to Sno-Isle Libraries effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to Sno-Isle Libraries a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to Sno-Isle Libraries.

The Contractor shall exert all reasonable effort to advise Sno-Isle Libraries, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. Sno-Isle Libraries shall receive prompt written notice of each notice or claim of infringement received by the Contractor with respect to any data delivered under this contract. Sno-Isle Libraries shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

COVENANT AGAINST CONTINGENT FEES - The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. Sno-Isle Libraries shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or,
in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**DELIVERY** – For any exception to the delivery date as may be specified on this order, Contractor shall give prior notification and obtain written approval thereto from the Purchasing Specialist with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages. The acceptance of Sno-Isle Libraries of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

**DISPUTES** - Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, either party may request a dispute hearing.

1. The request for a dispute hearing must:
   - Be in writing;
   - State the disputed issue(s);
   - State the relative positions of the parties;
   - State the contractor’s name, address, and contract number; and
   - Be mailed to the other party’s (respondent’s) contract manager within 3 working days after the parties agree that they cannot resolve the dispute.

2. The respondent shall send a written answer to the requester’s statement to the requester within 5 working days.

3. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Nothing in this Contract shall be construed to limit the parties’ choice of a mutually acceptable ADR method in addition to the dispute resolution procedure outlined above.

**GOVERNING LAW** - This contract shall be construed and interpreted in accordance with the laws of the state of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Snohomish County.

**HANDLING** – No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.

**INDEPENDENT CAPACITY OF THE CONTRACTOR** - The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of Sno-Isle Libraries. The Contractor will not hold himself/herself out as or claim to be an officer or employee of Sno-Isle Libraries or of Sno-Isle Libraries by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

**INSURANCE COVERAGE** - The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, Sno-Isle Libraries may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. Sno-Isle Libraries may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by Sno-Isle Libraries under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I’s rights to collect from the Contractor.

**LICENSING, ACCREDITATION AND REGISTRATION** - The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

**LIENS, CLAIMS AND ENCUMBRANCES** – Contractor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.

**LIMITATION OF AUTHORITY** - Only the Agent or Agent’s delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS** - In the event of the Contractor's non-compliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with Sno-Isle Libraries. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the “Disputes” procedure set forth herein.
**Nondiscrimination** - During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

**Overpayments and Assertion of Lien** – In the event that Sno-Isle Libraries establishes overpayments or erroneous payments made to the Contractor under this contract, Sno-Isle Libraries may secure repayment, plus interest, if any, through the filing of a lien against the Contractor’s real property or by requiring the posting of a bond, assignment of deposit or some other form of security acceptable to Sno-Isle Libraries or by doing both.

**Privacy** - Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of Sno-Isle Libraries or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

Sno-Isle Libraries reserves the rights to monitor, audit or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to "salting" by Sno-Isle Libraries. Contractor shall certify the return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless Sno-Isle Libraries for any damages related to the Contractor’s unauthorized use of personal information.

**Publicity** - The Contractor agrees to submit to Sno-Isle Libraries all advertising and publicity matters relating to this Contract wherein Sno-Isle Libraries’ name is mentioned or language used from which the connection of Sno-Isle Libraries’ name may, in Sno-Isle Libraries’ judgment, be inferred or implied. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of Sno-Isle Libraries.

**Records Maintenance** - The Contractor shall maintain books, records, documents, data and other evidence relating to this Contract and performance of the services described herein, including but not limited to accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review or audit by Sno-Isle Libraries, personnel duly authorized by Sno-Isle Libraries, the Office of the State Auditor, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**Registration with Department of Revenue** - The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

**Right of Inspection** - The Contractor shall provide right of access to its facilities to Sno-Isle Libraries, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

The Contractor shall make available information necessary for Sno-Isle Libraries to comply with the client’s right to access, amend, and receive an accounting of disclosures of their Personal Information according to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor’s internal policies and procedures, books, and records relating to the safeguarding, use, and disclosure of Personal Information obtained or used as a result of this contract shall be made available to Sno-Isle Libraries and the U.S. Secretary of the Department of Health & Human Services, upon request.

**Risk of Loss** – Regardless of FOB point, Contractor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Contractor from any obligation hereunder.

**Safeguarding of Information** - The Contractor shall not use or disclose Personal Information in any manner that would constitute a violation of federal law, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) or any regulations enacted or revised pursuant to the HIPAA provisions and applicable provisions of Washington State law. The Contractor agrees to comply with all federal and state laws and regulations, as currently enacted or revised, regarding data security and electronic data interchange of all Personal Information.
The Contractor shall protect Personal Information collected, used, or acquired in connection with this Contract, against unauthorized use, disclosure, modification or loss. The Contractor shall ensure its directors, officers, employees, subcontractors or agents use it solely for the purposes of accomplishing the services set forth in this agreement. The Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make it known to unauthorized persons without the express written consent of Sno-Isle Libraries or as otherwise required by law. The Contractor agrees to implement physical, electronic, and managerial policies, procedures, and safeguards to prevent unauthorized access, use, or disclosure of data in any form. The Contractor shall make the Personal Information available to amend as directed by Sno-Isle Libraries and incorporate any amendments into all the copies maintained by the Contractor or its Subcontractors.

The Contractor shall certify its return or destruction upon expiration or termination of this Contract and the Contractor shall retain no copies. If the Contractor and Sno-Isle Libraries mutually determine that return or destruction is not feasible, the Contractor shall not use the Personal Information in a manner other than those permitted or required by state and federal laws.

Sno-Isle Libraries reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing, or investigating may include, but is not limited to, “salting” by Sno-Isle Libraries. Salting is the act of introducing data containing unique but false information that can be used later to identify inappropriate disclosure of data.

The Contractor shall notify Sno-Isle Libraries in writing within 5 working days of becoming aware of any unauthorized access, use or disclosure. The Contractor will take steps necessary to mitigate any known harmful effects of such unauthorized access including, but not limited to sanctioning employees, notifying subjects, and taking steps necessary to stop further unauthorized access. The Contractor agrees to indemnify and hold harmless Sno-Isle Libraries for any damages related to unauthorized use or disclosure by the Contractor, its officers, directors, and employees, Subcontractors or agents.

Any breach of this clause may result in termination of the contract and the demand for return of all Personal Information.

SAVINGS - In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, Sno-Isle Libraries may terminate the contract under the “Termination for Convenience” clause, without the ten day notice requirement, subject to renegotiation at Sno-Isle Libraries’ discretion under those new funding limitations and conditions.

SEVERABILITY - The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY - While on Sno-Isle Libraries premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security policies or regulations.

SUBCONTRACTING - Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of Sno-Isle Libraries. In no event shall the existence of the subcontract operate to release or reduce the liability of the Contractor to Sno-Isle Libraries for any breach in the performance of the Contractor’s duties. This clause does not include contracts of employment between the Contractor and personnel assigned to work under this contract.

Additionally, the Contractor is responsible for ensuring that all terms, conditions, assurances and certifications set forth in this agreement are carried forward to any subcontracts. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the agency or as provided by law.

TAXES - All payments accrued on account of payroll taxes, unemployment contributions, State of Washington sales or use tax, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event Sno-Isle Libraries determines the Contractor has failed to comply with the conditions of this Contract in a timely manner, Sno-Isle Libraries has the right to suspend or terminate this Contract. Before suspending or terminating the Contract, Sno-Isle Libraries shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 30 days, the Contract may be terminated or suspended. In the event of termination or suspension, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original Contract and the replacement or cover Contract and all administrative costs directly related to the replacement Contract, e.g., cost of the competitive Bidding, mailing, advertising and staff time. Sno-Isle Libraries reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by Sno-Isle Libraries to terminate the Contract. A termination shall be deemed to be a “Termination for Convenience” if it is determined that the Contractor: (1) was not in default; or (2)
failure to perform was outside of his or her control, fault or negligence. The rights and remedies of Sno-Isle Libraries provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE - Except as otherwise provided in this contract, Sno-Isle Libraries may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, Sno-Isle Libraries shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES - Upon termination of this contract, Sno-Isle Libraries, in addition to any other rights provided in this contract, may require the Contractor to deliver to Sno-Isle Libraries any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

Sno-Isle Libraries shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by Sno-Isle Libraries, and the amount agreed upon by the Contractor and Sno-Isle Libraries for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by Sno-Isle Libraries, and (iv) the protection and preservation of property, unless the termination is for default, in which case if the Parties cannot agree on the amount, such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. Sno-Isle Libraries may withhold from any amounts due the Contractor such sum as determined to be necessary to protect Sno-Isle Libraries against potential loss or liability.

The rights and remedies of Sno-Isle Libraries provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to Sno-Isle Libraries, in the manner, at the times, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case Sno-Isle Libraries has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agent to the extent Agent may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to Sno-Isle Libraries and deliver in the manner, at the times, any property which, if the contract had been completed, would have been required to be furnished to Sno-Isle Libraries;
6. Complete performance of such part of the work as shall not have been terminated; and
7. Take such action as may be necessary for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which Sno-Isle Libraries has or may acquire an interest.

TREATMENT OF ASSETS -

A. Title to all property furnished by Sno-Isle Libraries shall remain in Sno-Isle Libraries. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in Sno-Isle Libraries upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in Sno-Isle Libraries upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by Sno-Isle Libraries in whole or in part, whichever first occurs.

B. Any property of Sno-Isle Libraries furnished to the Contractor shall, unless otherwise provided herein or approved by Sno-Isle Libraries, be used only for the performance of this contract.

C. The Contractor shall be responsible for any loss or damage to property of Sno-Isle Libraries which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.

D. If any Sno-Isle Libraries property is lost, destroyed or damaged, the Contractor shall immediately notify Sno-Isle Libraries and shall take all reasonable steps to protect the property from further damage.
E. The Contractor shall surrender to Sno-Isle Libraries all property of Sno-Isle Libraries prior to settlement upon completion, termination or cancellation of this contract.

F. All reference to the Contractor under this clause shall also include Contractor’s employees, agents or Subcontractors.

**WAIVER** – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing and signed by authorized representative of Sno-Isle Libraries.