



## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("**Agreement**") is effective as of the date of the last signature below and is between the City of Everett, a Washington municipal corporation (*the "City"*), and the Service Provider identified in the Basic Provisions below ("**Service Provider**"). This Agreement is for the purpose of the Service Provider providing services to the City as set forth in this Agreement. This Agreement includes and incorporates the Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

BASIC PROVISIONS	
Service Provider	Risk Solutions Unlimited LLC
	4200 Meridian Street, Suite 105
	Bellingham, WA 98226
	jan@rsusecurity.com
City Project Manager	Scott Pattison
	City of Everett – Community Development
	2930 Wetmore Avenue
	Everett, WA 98201
Brief Summary of Scope of Work	SPattison@everettwa.gov
	Unarmed Driving and Walking Patrol Security Services
Completion Date	September 30, 2025
Extension Provision	Unless the funding source grants a no-cost extension, at which time the contract may be extended not to exceed a maximum period of five years

BASIC PROVISIONS	
<b>Maximum Compensation Amount</b>	\$150,000.00
<b>Exhibits</b>	<p>Exhibit A: Pricing per Form 4.02 Price Sheet, Section B, Optional Services</p> <p>Exhibit B: Proposal Response dated 4/18/25</p> <p>Exhibit C: Addendum #1, Addendum #2, Revised Price Sheet, RFP #2025-036 Patrol Security Services</p>
<b>Service Provider Insurance Contact Information</b>	Jon Hood
	425-689-5855
	team@insurancelynnwood.com
<b>Additional Provision(s)</b>	SAMSHA Clauses, which are included in the attached Exhibit(s), are incorporated into this Agreement.

<p><b>State Retirement Systems (must answer both questions)</b></p>	<p>Does Service Provider have 25 or more employees?</p> <p><b>Answer:</b> Yes</p> <p>If Service Provider has less than 25 employees, did any Service Provider Personnel who will work under this Professional Services Agreement retire under a DRS retirement system?</p> <p><b>Answer:</b> N/A - Service Provider has 25 or more employees</p> <p>“DRS retirement system” refers to any of the following Public Employers’ Retirement System (PERS), School Employees’ Retirement System (SERS), Teachers’ Retirement System (TRS), and Law Enforcement Officers and Fire Fighters plan (LEOFF).</p> <p>“Service Provider Personnel” includes Service Provider employees and owners (such as shareholders, partners or members). If Service Provider is a sole proprietor, then “Service Provider Personnel” refers to the sole proprietor.</p>
<p><b>Willful Wage Violation Certification</b></p>	<p>By signing this Agreement, the Service Provider certifies that, within the five-year period immediately preceding the date of Service Provider’s signature, the Service Provider has not been determined by a final and binding citation and notice of assessment issued by the Washington Department of Labor and Industries or through a civil judgment entered by a court of limited or general jurisdiction to have willfully violated, as defined in RCW 49.48.082, any provision of chapter 49.46, 49.48, or 49.52 RCW. This certification covers any entity, however organized, that is substantially identical to Service Provider. An untrue certification by Service Provider is a material breach and cause for Agreement termination.</p>

## END OF BASIC PROVISIONS

IN WITNESS WHEREOF, the City and Service Provider have executed this Agreement, which includes and incorporates the above Basic Provisions, the attached General Provisions, and the documents listed as Exhibits in the Basic Provisions.

**CITY OF EVERETT  
WASHINGTON**

**RISK SOLUTIONS UNLIMITED LLC**



Cassie Franklin, Mayor

**06/03/2025**

Date

ATTEST



Office of the City Clerk

*Roland Grimm*

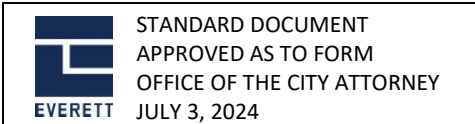
Signature: \_\_\_\_\_

Name of Signer: Roland Grimm

Signer's Email Address: roland@rsusecurity.com

Title of Signer: Senior Analyst

**05/28/2025**





**ATTACHMENT**  
**PROFESSIONAL SERVICES AGREEMENT**  
**(GENERAL PROVISIONS v.101524)**

1. **Engagement of Service Provider.** The City hereby agrees to engage Service Provider, and Service Provider hereby agrees, to perform the work in a competent and professional manner and provide the services described in the exhibit(s) to this Agreement. The work so described is hereafter referred to as “Work”.
  - A. Without a written directive of an authorized representative of the City, Service Provider shall not perform any services that are in addition to, or beyond the scope of, the Work. If, and to the extent, the Work includes the design of a public work or improvement, in whole or in part, Service Provider’s design shall be reasonably accurate, adequate and suitable for its intended purpose.
  - B. If Service Provider’s proposal or other document generated by Service Provider is incorporated or attached as an exhibit or part of any exhibit to this Agreement or in any amendment or task or work order pursuant to this Agreement, then such proposal or document is part of this Agreement solely to the extent that it describes the Work, the Work schedule, and the amounts or rates to be paid for such Work. Service Provider expressly agrees that no terms or conditions from such proposal or document are incorporated or included into this Agreement, unless the to-be-included term or condition is specifically referenced in the “Additional Provision(s)” portion of the Basic Provisions.
  - C. Work or requirements described in a scope of work document attached as an exhibit to this Agreement in aspirational or preferential terms (such as “it is desired that Supplier will,” “it is preferred that Supplier will” or similar language) is deemed to be mandatory, unless otherwise provided in the “Additional Provision(s)” portion of the Basic Provisions.
  - D. In the event of difference or conflict between parts of this Agreement, Service Provider shall be bound by whichever is more stringent on Service Provider, except that the following provisions in the Basic Provisions shall always govern: the Completion Date, the Maximum Compensation Amount, the Extension Provision, and the Additional Provisions.
2. **Intellectual Property Rights.** Reports, drawings, plans, specifications and any other intangible property created in furtherance of the Work are property of the City for all purposes, whether the project for which they are made is executed or not, and may be used by the City for any purpose. Any reuse by the City of these reports, drawings, plans, specifications and intangible property for purposes other than in connection with the Work is at the sole risk of the City. To the extent the Work includes material subject to copyright, Service Provider agrees that the Work is done as a “Work For Hire” as that term is defined under U.S. copyright law, and that as a result, the City shall own all copyrights in the Work. To the extent that the Work includes material subject to proprietary right protection but does not qualify as a “Work For Hire” under applicable law, Service Provider hereby assigns to the City all right, title and interest in and to the Work, including all copyrights, patents, trade secrets, and other proprietary rights therein (including renewals thereof). To the maximum extent permitted by law, Service Provider waives all moral rights in the Work. Notwithstanding the foregoing, Service Provider retains any intellectual property rights in documents and intangible property created by Service Provider prior to engagement, or not created by Service Provider for its performance of this Agreement.
3. **Time of Beginning and Completion of Performance.** This Agreement shall commence as of the date of mutual execution of this Agreement and the Work shall be completed by Completion Date

stated in the Basic Provisions. The Completion Date may be extended as set forth in the Basic Provisions.

4. **Compensation.**

- A. The City shall pay Service Provider only for completed Work and for services actually rendered which are described herein. Such payment shall be full compensation for Work performed or services rendered, including, but not limited to, all labor, materials, supplies, equipment and incidentals necessary to complete the Work.
- B. Service Provider shall be paid such amounts and in such manner as described in the exhibit(s) to this Agreement.
- C. Service Provider may receive payment as reimbursement for Eligible Expenses actually incurred. "Eligible Expenses" means those expenses as set forth in an exhibit to this Agreement or such expenses as are approved for reimbursement by the City in writing prior to the expense being incurred. An expense shall not be reimbursed if: (1) the expense is not identified as an Eligible Expense; (2) the expense exceeds the per item or cumulative limits for such expense if it is identified as an Eligible Expense; or (3) the expense was not approved in writing by an authorized City representative prior to Service Provider incurring the expense. If, and to the extent, overnight lodging in western Washington is authorized, Service Provider is strongly encouraged to lodge within the corporate limits of City. When authorized, Service Provider will be reimbursed 100% of lodging expense, if lodged within the corporate limits of the City, but Service Provider will be reimbursed 50% of lodging expense when lodged outside the corporate limits of the City. If authorized, the City may (at its sole option) obtain or arrange air travel for Service Provider.
- D. Total compensation, including all services and expenses, shall not exceed the Maximum Compensation Amount in the Basic Provisions.
- E. If Service Provider fails or refuses to correct its work when so directed by the City, the City may withhold from any payment otherwise due an amount that the City in good faith believes is equal to the cost to the City of correcting, re-procuring, or remedying any damage caused by Service Provider's conduct.

5. **Method of Payment.**

- A. To obtain payment, Service Provider shall (a) file its request for payment, accompanied by evidence satisfactory to the City justifying the request for payment; (b) submit a report of Work accomplished and hours of all tasks completed; (c) to the extent reimbursement of Eligible Expenses is sought, submit itemization of such expenses and, if requested by the City, copies of receipts and invoices; and (d) comply with all applicable provisions of this Agreement. Service Provider shall be paid no more often than once every thirty days.
- B. All requests for payment should be sent to the City Project Manager Address in the Basic Provisions or to an address designated by the City Project Manager in writing.

6. **Submission of Reports and Other Documents.** Service Provider shall submit all reports and other documents as and when specified in the Scope of Work. This information shall be subject to review by the City, and if found to be unacceptable, Service Provider shall correct and deliver to the City any deficient Work at Service Provider's expense with all practical dispatch. Service Provider shall abide by the City's determinations concerning acceptability of Work.

7. **Termination of Contract.** City reserves the right to terminate this Agreement at any time by sending written notice of termination to Service Provider ("Notice"). The Notice shall specify a termination date ("Termination Date"). The Notice shall be effective ("Notice Date") upon the earlier of either actual receipt by Service Provider (whether by email, mail, delivery or other method reasonably calculated to be received by Service Provider in a reasonably prompt manner) or three calendar days after issuance of the Notice. Upon the Notice Date, Service Provider shall

immediately commence to end the Work in a reasonable and orderly manner. Unless terminated for Service Provider's material breach, Service Provider shall be paid or reimbursed for: (a) all hours worked and Eligible Expenses incurred up to the Notice Date, less all payments previously made; and (b) those hours worked and Eligible Expenses incurred after the Notice Date, but prior to the Termination Date, that were reasonably necessary to terminate the Work in an orderly manner. The City does not by this Section waive, release or forego any legal remedy for any violation, breach or non-performance of any of the provision of this Agreement. At its sole option, and without limitation of or prejudice to any other available remedy or recourse, the City may deduct from the final payment due Service Provider (a) any damages, expenses or costs arising out of any such violations, breaches, or non-performance and (b) any other backcharges or credits.

8. **Changes.** The City may, from time to time, unilaterally change the scope of the services of Service Provider to be performed hereunder. Such changes, including any increase or decrease in the scope of work (and resulting increase or decrease in compensation), shall: (a) be made only in writing and signed by an authorized City representative, (b) be explicitly identified as an amendment to this Agreement and (c) become a part of this Agreement.
9. **Subletting/Assignment of Contracts.** Service Provider shall not sublet or assign any of the Work without the express, prior written consent of the City.
10. **Indemnification.** Except as otherwise provided in this Section, Service Provider hereby agrees to defend and indemnify and save harmless the City from any and all Claims arising out of, in connection with, or incident to any negligent or intentional acts, errors, omissions, or conduct by Service Provider (or its employees, agents, representatives or subcontractors/subconsultants) relating to this Agreement, whether such Claims sound in contract, tort, or any other legal theory. Service Provider is obligated to defend and indemnify and save harmless the City pursuant to this Section whether a Claim is asserted directly against the City, or whether it is asserted indirectly against the City, e.g., a Claim is asserted against someone else who then seeks contribution or indemnity from the City. Service Provider's duty to defend and indemnify and save harmless pursuant to this Section is not in any way limited to, or by the extent of, insurance obtained by, obtainable by, or required of Service Provider. Service Provider's obligations under this Section shall not apply to Claims caused by the sole negligence of the City. If (1) RCW 4.24.115 applies to a particular Claim, and (2) such Claim is caused by or results from the concurrent negligence of (a) Service Provider, its employees, subcontractors/subconsultants or agents and (b) the City, then Service Provider's obligations under this Section shall be only to the extent of Service Provider's negligence. Solely and expressly for the purpose of its duties to indemnify and defend and save harmless the City, Service Provider specifically waives any immunity it may have under the State Industrial Insurance Law, Title 51 RCW. Service Provider recognizes that this waiver of immunity under Title 51 RCW was specifically entered into pursuant to the provisions of RCW 4.24.115 and was the subject of mutual negotiation. As used in this Section: (1) "City" includes the City, the City's officers, employees, agents, and representatives and (2) "Claims" include, but is not limited to, any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damages, irrespective of the type of relief sought or demanded, such as money or injunctive relief, and irrespective of whether the damage alleged is bodily injury, damage to property, economic loss, general damages, special damages, or punitive damages or infringement or misappropriation of any patent, copyright, trade secret, or other proprietary right. If, and to the extent, Service Provider employs or engages subconsultants or subcontractors, then Service Provider shall ensure that each such subconsultant and subcontractor (and subsequent tiers of subconsultants and subcontractors) shall expressly agree to defend and indemnify and save harmless the City to the

extent and on the same terms and conditions as Service Provider pursuant to this Section. The provisions of this Section shall survive termination of this Agreement.

**11. Insurance.**

- A. Service Provider shall comply with the following conditions and procure and keep in force during the term of this Agreement, at Service Provider's own cost and expense, the policies of insurance as set forth in this Section with companies authorized to do business in the State of Washington, which are rated at least "A-" or better and with a numerical rating of no less than seven (7), by A.M. Best Company and which are acceptable to the City.
  - 1. Workers' Compensation Insurance as required by Washington law and Employer's Liability Insurance with limits not less than \$1,000,000 per occurrence. If the City authorizes sublet work, Service Provider shall require each subcontractor to provide Workers' Compensation Insurance for its employees, unless Service Provider covers such employees.
  - 2. Commercial General Liability (CGL) Insurance on an occurrence basis in an amount not less than \$1,000,000 per occurrence and at least \$2,000,000 in the annual aggregate, including but not limited to: premises/operations (including off-site operations), blanket contractual liability and broad form property damage.
  - 3. Business Automobile Liability Insurance in an amount not less than \$1,000,000 per occurrence, extending to any automobile. A statement certifying that no vehicle will be used in accomplishing this Agreement may be substituted for this insurance requirement.
  - 4. **Not Required** - Professional Errors and Omissions Insurance in an amount not less than \$2,000,000 per occurrence and \$2,000,000 in the annual aggregate. Such coverage may be written on a claims made basis.
- B. The above CGL and auto liability policies shall be primary as to the City and shall contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City. No cancellation provision in any insurance policy shall be construed in derogation of the continuous duty of Service Provider to furnish the required insurance during the term of this Agreement.
- C. Upon written request by the City, the insurer or its agent will furnish, prior to or during any Work being performed, a copy of any policy cited above, certified to be a true and complete copy of the original.
- D. The Description of Operations on the Certificate of Insurance must substantially read as follows: "The above commercial general and auto liability policies are primary as to the City of Everett; have the City of Everett, its officers, employees, agents, and volunteers as additional insureds; and contain a provision that the policy shall not be canceled or materially changed without 30 days prior written notice to the City of Everett."
- E. Prior to Service Provider performing any Work, Service Provider shall provide the City or the City's designee with a Certificate of Insurance acceptable to the City Attorney evidencing the required insurance. Service Provider shall provide the City or the City's designee with either (1) a true copy of an endorsement naming the City of Everett, its officers, employees, agents and volunteers as Additional Insureds on the Commercial General Liability Insurance policy and the Business Automobile Liability Insurance policy with respect to the operations performed and services provided under this Agreement and that such insurance shall apply as primary insurance on behalf of such Additional Insureds or (2) a true copy of the blanket additional insured clause from the policies. Receipt by the City or the City's designee of any certificate showing less coverage than required is not a waiver of Service Provider's

obligations to fulfill the requirements of this Section. No statement on a third-party website (such as a Trustlayer) that a requirement is “waived” or “overridden” is a waiver of Service Provider’s obligations to fulfill the requirements of this Section.

- F. Service Provider certifies that it is aware of the provisions of Title 51 of the Revised Code of Washington that requires every employer to be insured against liability of Workers’ Compensation, or to undertake self-insurance in accordance with the provisions of that Title. Service Provider shall comply with the provisions of Title 51 of the Revised Code of Washington before commencing the performance of the Work. Service Provider shall provide the City with evidence of Workers’ Compensation Insurance (or evidence of qualified self-insurance) before any Work is commenced.
  - G. In case of the breach of any provision of this Section, the City may, at its option and with no obligation to do so, provide and maintain at the expense of Service Provider, such types of insurance in the name of Service Provider, and with such insurers, as the City may deem proper, and may deduct the cost of providing and maintaining such insurance from any sums which may be found or become due to Service Provider under this Agreement or may demand Service Provider to promptly reimburse the City for such cost.
12. **Risk of Loss.** Service Provider shall be solely responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall take all protections reasonably necessary for that purpose. All work shall be done at Service Provider’s own risk, and Service Provider shall be solely responsible for any loss of or damage to Service Provider’s materials, tools, or other articles used or held for use in connection with the work.
13. **Independent Contractor.**
- A. This Agreement neither constitutes nor creates an employer-employee relationship. Service Provider must provide services under this Agreement as an independent contractor. Service Provider must comply with all federal and state laws and regulations applicable to independent contractors including, but not limited to, the requirements listed in this Section. Service Provider agrees to indemnify and defend the City from and against any claims, valid or otherwise, made against the City because of these obligations.
  - B. In addition to the other requirements of this Section, if Service Provider is a sole proprietor, Service Provider agrees that Service Provider is not an employee or worker of the City under Chapter 51 of the Revised Code of Washington, Industrial Insurance for the service performed in accordance with this Agreement, by certifying to the following:
    - (1) Service Provider is free from control or direction over the performance of the service; and
    - (2) The service performed is outside the usual course of business for the City, or will not be performed at any place of business of the City, or Service Provider is responsible for the costs of the principal place of business from which the service is performed; and
    - (3) Service Provider is customarily engaged in an independently established business of the same nature as the service performed, or has a principal place of business for the service performed that is eligible for a business deduction for federal income tax purposes; and
    - (4) On the effective date of this Agreement, Service Provider is responsible for filing a schedule of expenses, for the next applicable filing period, with the internal revenue service for the type of service performed; and
    - (5) By the effective date of this Agreement or within a reasonable time thereafter, Service Provider has established an account with the department of revenue and other state agencies, where required, for the service performed for the payment

of all state taxes normally paid by employers and businesses and has registered for and received a unified business identifier number from the state of Washington; and

- (6) By the effective date of this Agreement, Service Provider is maintaining a separate set of records that reflect all items of income and expenses of the services performed.
- C. Any and all employees of Service Provider, while engaged in the performance of any Work, shall be considered employees of only Service Provider and not employees of the City. Service Provider shall be solely liable for any and all claims that may or might arise under the Worker's Compensation Act on behalf of such employees or Service Provider, while so engaged and for any and all claims made by a third party as a consequence of any negligent act or omission on the part of Service Provider's employees, while so engaged on any of the Work.
- D. Service Provider shall comply with all applicable provisions of the Fair Labor Standards Act and other legislation affecting its employees and the rules and regulations issued thereunder insofar as applicable to its employees and shall at all times save the City free, clear and harmless from all actions, claims, demands and expenses arising out of such act, and rules and regulations that are or may be promulgated in connection therewith.
- E. Service Provider assumes full responsibility for the payment of all payroll taxes, use, sales, income, or other form of taxes (such as state and, city business and occupation taxes), fees, licenses, excises or payments required by any city, federal or state legislation which are now or may during the term of the Agreement be enacted as to all persons employed by Service Provider and as to all duties, activities and requirements by Service Provider in performance of the Work and Service Provider shall assume exclusive liability therefor, and meet all requirements thereunder pursuant to any rules or regulations that are now or may be promulgated in connection therewith.
14. **Employment/Conflict of Interest.** Service Provider warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Service Provider, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for Service Provider, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee. Further, it is recognized that Service Provider may or will be performing professional services during the term of this Agreement for other parties; however, such performance of other services shall not conflict with or interfere with Service Provider's ability to perform the Work. Service Provider agrees to resolve any such conflicts of interest in favor of the City.
15. **Audits and Inspections.** At any time during normal business hours and as often as the City may deem necessary, Service Provider shall make available to the City for the City's examination all of Service Provider's records and documents with respect to all matters covered by this Agreement and, furthermore, Service Provider will permit the City to audit, examine and make copies, excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.
16. **City of Everett Business License.** Service Provider agrees to obtain a City of Everett business license prior to performing any work pursuant to this Agreement.

17. **State of Washington Requirements.** Service Provider agrees to register and obtain any State of Washington business licenses, Department of Revenue account and/or unified business identifier number as required by RCW 50.04.140 and 51.08.195 prior to performing any work pursuant to this Agreement.
18. **Compliance with Federal, State and Local Laws/Prevailing Wages.** Service Provider shall comply with and obey all federal, state and local laws, regulations, and ordinances applicable to the operation of its business and to its performance of work hereunder. If any Work by Service Provider or a subcontractor is subject to prevailing wages under chapter 39.12 RCW, all wages to workers, laborers, or mechanics employed in the performance of such work shall be not less than prevailing wages under chapter 39.12 RCW. State of Washington prevailing wage rates published by the Washington State Department of Labor and Industries (L&I) are obtainable from the L&I website address: <https://www.lni.wa.gov/licensing-permits/public-works-projects/prevailing-wage-rates/>, and the effective prevailing wage date is the same date as the date of last signature on this Agreement. A copy of the applicable prevailing wage rates are also available for viewing at Owner's office located at City of Everett Procurement, 3200 Cedar St, Everett, WA, and the City will mail a hard copy of the prevailing wage rates upon written request.
19. **Compliance with the Washington State Public Records Act.** Service Provider acknowledges that the City is subject to the Public Records Act, chapter 42.56 RCW (the "Act"). All records owned, used or retained by the City are public records subject to disclosure unless exempt under the Act, whether or not such records are in the possession or control of the City or Service Provider. Service Provider shall cooperate with the City so that the City may comply with all of its obligations under the Act. Within ten (10) days after receipt of notice from the City, Service Provider shall deliver to the City copies of all records relating to this Agreement or relating to the Work that the City determines qualify as the City's public records under the Act. If the City receives a public records request relating to this Agreement or relating to the Work, the City shall seek to provide notice to Service Provider at least ten (10) days before the City releases records pursuant to such public records request, but in no event will the City have any liability to Service Provider for any failure of the City to provide such notice. In addition to its other indemnification and defense obligations under this Agreement, Service Provider shall indemnify and defend the City from and against any and all losses, penalties, fines, claims, demands, expenses (including, but not limited to, attorney's fees and litigation expenses), suits, judgments, or damage arising from or relating to any failure of Service Provider to comply with this Section.
20. **Compliance with Grant/Loan Terms and Conditions.** Service Provider shall comply with any and all terms, conditions, terms and requirements of any federal, state or other agency grant or loan that wholly or partially funds Service Provider's work hereunder. If the grant or loan requires that the agency be a third party beneficiary to this Agreement, then the agency is a third party beneficiary to this Agreement.
21. **Equal Employment Opportunity.** Service Provider shall not discriminate against any employee, applicant for employment, or other person on the basis of race, color, religion, sex, age, disability, marital state, or national origin or other circumstance prohibited by applicable federal, state, or local law or ordinance. Service Provider shall comply with and shall not violate any applicable provisions of Chapter 49.60 RCW, Title VI of the Civil Rights Act of 1964, and all applicable federal, state, or local law or ordinance regarding non-discrimination.
22. **Waiver.** Any waiver by Service Provider or the City or the breach of any provision of this Agreement by the other party will not operate, or be construed, as a waiver of any subsequent breach by either party or prevent either party from thereafter enforcing any such provisions.
23. **Complete Agreement.** This Agreement contains the complete and integrated understanding and agreement between the parties and supersedes any understanding, agreement or negotiation

whether oral or written not set forth herein. The title of this Agreement and the headings used in this Agreement, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

24. **Modification of Agreement.** This Agreement may only be modified as provided in Section 8, or by a writing explicitly identified as a modification or amendment of this Agreement that is signed by authorized representatives of the City and Service Provider.
25. **Severability.** If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void, insofar as it is in conflict with said laws, and the remainder of the Agreement shall remain in full force and effect.
26. **Notices.**
  - A. Notices to the City shall be sent to the City Project Manager address in the Basic Provisions.
  - B. Notices to Service Provider shall be sent to its address in the Basic Provisions.
27. **Venue.** Venue for any lawsuit arising out of this Agreement shall be in the Superior Court of Snohomish County, Washington.
28. **Governing Law.** The laws of the State of Washington, without giving effect to principles of conflict of laws, govern all matters arising out of or relating to this Agreement.
29. **City Marks.** Service Provider will not use any trade name, trademark, service mark, or logo of the City (or any name, mark, or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
30. **No Personal Liability.** No officer, agent or employee of the City shall be personally responsible for any liability arising under this Agreement, whether expressed or implied, nor for any statement or representation made or in any connection with this Agreement.
31. **Federal Debarment.** Service Provider shall immediately notify the City of any suspension or debarment or other action that excludes Service Provider or any Service Provider subcontractor from participation in Federal contracting. Service Provider shall verify all subcontractors that are intended and/or used by Service Provider for performance of Work are in good standing and are not debarred, suspended or otherwise ineligible by the Federal Government. Debarment shall be verified at <https://www.epls.gov/eplsearch.do>. Service Provider shall keep proof of such verification within Service Provider records.
32. **Signature/Counterparts.** This Agreement and any amendment thereto may be signed in counterparts, each of which shall be deemed an original, and all of which, taken together, shall be deemed one and the same document. AdobeSign signatures are fully binding. Any ink, electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto of either party will be deemed an original signature and will be fully enforceable as an original signature.
33. **Standard Document.** This General Provisions document is a standard City form document. No changes by Service Provider are authorized to the General Provisions. Notwithstanding anything to the contrary in this Agreement, in the event that Service Provider makes unauthorized changes to the General Provisions, such changes are deemed to have never been made and the contract between the City and Service Provider is deemed to be the unchanged standard City form General Provisions in version stated below, regardless of whether the City signs this Agreement in a form that may contain the unauthorized changes.

**END OF GENERAL PROVISIONS**  
**(v.101524)**





STANDARD DOCUMENT  
APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY  
OCTOBER 15, 2024

**EXHIBIT A  
(ATTACHED)**

## **FORM 4.02 PRICE SHEET**

### **REQUEST FOR PROPOSAL #2025-036 PATROL SECURITY SERVICES**

Supplier Name:

Price proposals for services other than those specified will not be considered unless authorized by the solicitation.

\*Estimated hours are considered to be the operating hours listed in Section 2 for the duration of the original contract period.

If there is a conflict between the hourly rate and the extended price, the hourly price shall govern.

#	Description per Section 2 Specifications	Hourly Rate	Estimated Hours*	Extended Price
1	Unarmed Security Guard Services – Monday - Friday	\$ 52.50	992	\$ 55
2	Unarmed Security Guard Services – Saturday and Sunday	\$ 57	1088	\$ 60
3	Unarmed Security Guard Services – Holiday Rate	\$ 105	48	\$ 110
4	Unarmed Security Guard Services – Overtime	\$ 78.75	1	\$ 82
<b>Subtotal:</b>				\$ 119,214.75
<b>9.9% Tax:</b>				\$ 11,802.26
<b>Base Security Services Total:</b>				\$ 131,017.01

<b>B.</b>	<b>Optional Services</b>	
Security Guards may spend parts of their shift driving around the city instead of walking. Driving should not exceed 25% of the shift. While driving, the driver must possess a valid Washington State Driver's License or equivalent out-of-state license.		Rate per hour
Walking and Driving Security Guard Services – Monday - Friday		\$ 57.75
Walking and Driving Security Guard Services – Saturday and Sunday		\$ 60
Walking and Driving Security Guard Services – Holiday Rate		\$ 115.50
Walking and Driving Security Guard Services – Overtime		\$ 86.63

<b>C. Optional Services</b>	<b>Rate per hour</b>
Armed Security Guard Services – Monday - Friday	\$ 92
Armed Security Guard Services – Saturday and Sunday	\$ 95
Armed Security Guard Services – Holiday Rate	\$ 184
Armed Security Guard Services – Overtime	\$ 138

**EXHIBIT B**  
**(ATTACHED)**

## FORM 4.01 SUPPLIER COMMITMENT AND INFORMATION

### REQUEST FOR PROPOSAL #2025-036 PATROL SECURITY SERVICES


Company Name: Risk Solutions Unlimited		
Company Address: 4200 Meridian St Suite 105		
City: Bellingham	State: Washington	ZIP: 98226
Tax ID #: 83-3806727	UBI #: 604-401-363	
Legal status of supplier organization, i.e., corporation, partnership, sole proprietorship. LLC		
Diversity Certification (if applicable): <input type="checkbox"/> Disadvantaged Business Enterprise (DBE) <input type="checkbox"/> Minority Business Enterprise (MBE) <input type="checkbox"/> Women Business Enterprise (WBE) <input type="checkbox"/> Minority Women Business Enterprise (MWBE) Certification number:		
Website: https://rsusecurity.com	City of Everett Business License # 68910	
Supplier Contact Name (if different from Authorizing Official): Jan Devrij Bradley	Supplier Contact Title: Chief Operating Officer	
Supplier Contact Email: jan@rsusecurity.com	Supplier Contact Direct Phone: (360) 393-0990	
Supplier Contact Address (if different from above):		
City:	State:	ZIP:

By responding to this solicitation, the Supplier understands and agrees to be bound by all requirements and contract terms and conditions contained in this solicitation. By signing this form, the Supplier acknowledges receipt and understanding of any and all addenda issued for this solicitation. This form, signed by an individual authorized to legally commit the Supplier, must be submitted as the cover page.

The Supplier also certifies that:

- I am authorized to commit my firm to this Proposal, and the information herein is valid for 60 days from this date.
- That all information presented herein is accurate and complete and that the scope of work can be performed as presented in this proposal upon the City's request.
- That I have had an opportunity to ask questions regarding this Proposal and that those questions have been answered.
- That this Proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this Proposal and is in all respects fair and without collusion or fraud.

This form may be signed by ink signature, copy of ink signature, copy of signature, e-signature or any other form of signature. By submitting this bid, the bidder agrees that its signature will have the same legal effect as an original ink signature.

Authorizing Official Name: Roland Grimm	Authorizing Official Title: Senior Analyst
Authorizing Official Email: roland@rsusecurity.com	Authorizing Official Phone: (888) 822-5994
Authorizing Official Signature and Date:  04/18/2025	

**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION**  
**REQUEST FOR PROPOSAL #2025-036 PATROL SECURITY SERVICES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

**THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS PROPOSAL. RETURN ALL COMPLETED FORMS WITH ORIGINAL PROPOSAL PACKAGE.**

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

Risk Solutions Unlimited hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, Risk Solutions Unlimited, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. and Title 2 CFR Part 180 are applicable thereto.



Signature of Authorized Official

Senior Analyst

Title of Authorized Official

04/18/2025

Date

## **FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR (150K & ABOVE)**

Pursuant to 45 CFR Part 93.110 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C.** The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Risk Solutions Unlimited, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor

Roland Grimm  
\_\_\_\_\_  
Print Name

Senior Analyst  
\_\_\_\_\_  
Title

04/18/2025  
\_\_\_\_\_  
Date

4200 Meridian St Suite 105  
\_\_\_\_\_  
Address

Bellingham, WA 98226  
\_\_\_\_\_  
City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.



## FORM 4.06 DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

<b>1. Type of Federal Action:</b>  a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	<b>2. Status of Federal Action:</b>  a. bid/offer/application b. initial award c. post-award	<b>3. Report Type:</b>  a. initial filing b. material change  <b>For Material Change Only:</b> year       quarter  Date of last report: _____
<b>4. Name and Address of Reporting Entity:</b>  <div style="display: flex; justify-content: space-between;"> <span><b>Prime</b></span> <span><b>Subawardee</b></span> </div> Tier _____ if known:  Congressional District, if known: 4c	<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   Congressional District, if known:	
<b>6. Federal Department/Agency:</b>  	<b>7. Federal Program Name/Description:</b>  CFDA Number, if applicable:	
<b>8. Federal Action Number, if known:</b>  	<b>9. Award Amount, if known:</b>  \$	
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>	<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10A)</i> <i>(last name, first name, MI):</i>	
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____	
<b>Federal Use Only:</b>  		Authorized for Local Reproduction  Standard Form LLL (Rev. 7-97)

(See next page for instructions.)

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form must be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying

Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

**11.** The certifying official must sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## **APPENDIX B - SAMHSA CLAUSES**

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION  
SAMHSA TERMS AND CONDITIONS  
PATROL SECURITY SERVICES RFP# 2025-036

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES  
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)**

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]  
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

“EVERETT ALTERNATIVE RESPONSE TEAM”  
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

**I. Standard Terms and Conditions**

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
  - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
  - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
  - iii. [2 CFR 200](#), as applicable;
  - iv. [45 CFR Part 75](#) as applicable;
  - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf);
  - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf).

**II. Special Terms and Conditions**

- a. Standards for Financial Management
  - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA

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funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

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must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

- i. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

- i. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

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individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.

- i. Award Payments
  - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
  - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
  - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

**III. Closeout Requirements**

- a. Subrecipients must complete all actions required for closeout to include:
  - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
  - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
  - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
  - i. Closeout and the terms and conditions listed in the Notice of Award.
  - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
  - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
    - 1. Final Financial Report;
    - 2. Final Progress Report or other reports required by the terms and conditions of the award.




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3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
- ii. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.

**IV. Compliance with Award Terms and Conditions**

- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
- b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.

Company Name: Risk Solutions Unlimited	
Authorizing Official Name: Roland Grimm	Authorizing Official Title: Senior Analyst
Authorizing Official Signature and Date:  04/18/2025	



**FORM 4.03 QUESTIONNAIRE – Supplier: Risk Solutions Unlimited (RSU)**  
**RFP #2025-036 Patrol Security Services**

SUPPLIERS MUST COMPLETE THIS “QUESTIONNAIRE” PROVIDING THE INFORMATION IN THE SAME ORDER REQUESTED BELOW. SUPPLIERS MAY EMPHASIZE IN THEIR NARRATIVE ANY AREAS OF THEIR PROPOSAL THAT THEY BELIEVE EXCEED OUR REQUIREMENTS.

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## **1. Qualifications and Relevant Experience**

### **1.A. Briefly describe your company. Include how long the company has been in business.**

Risk Solutions Unlimited (RSU) was founded in July 2014 and is a Washington-state licensed security guard agency (#1018) and private investigation agency (#2112). Over the past 10 years, RSU has grown from a small executive protection outfit to a full-service safety solutions and risk mitigation provider across Whatcom, Skagit, Island, Snohomish, and King counties. We currently employ professionals drawn from backgrounds in federal protective services, law enforcement, the intelligence community, emergency medical services, investigators, and healthcare professionals among entry level and career private sector staff. Our mission is to deliver integrated security, rapid response, and compassionate community engagement, backed by intelligence, research, and continued education.

### **1.B. Describe the qualifications of your company, as well as its business experience and achievements.**

**Licensing & Accreditation:** RSU maintains Washington State Security Guard Agency License #1018 and Private Investigation Agency License #2112, operating in full compliance with RCW 18.170, WAC 308-18, and applicable federal 2 CFR 200 standards. All personnel are properly licensed and certified according to state requirements.

**Training Excellence:** Our training program exceeds state minimum requirements, developed by a team of professionals with backgrounds in the Secret Service, Special Forces, intelligence community, law enforcement, healthcare, and emergency response. Our curriculum includes advanced modules in de-escalation techniques, opioid overdose response and Narcan administration, mental health crisis intervention, trauma-informed care, and active assailant/mass casualty response protocols. Weekly professional development sessions cover over 40 specialized topics including cultural competency, situational awareness, and engagement with vulnerable populations.



**Community-Centered Operations:** Since 2023, RSU has partnered with the City of Bellingham to provide downtown safety patrols, delivering a hybrid security model that reduces law enforcement reliance by deploying specially trained community safety agents. This ongoing partnership has yielded a measurable crime reduction and secured additional funding through demonstrated effectiveness. Our approach combines traditional security with compassionate engagement strategies for addressing houselessness, substance use disorders, and mental health challenges in public spaces.

**Event Security Expertise:** RSU successfully secured the 2024 Issaquah Salmon Days festival, ensuring zero major security incidents among approximately 50,000 attendees through effective crowd management, lost-child/person reunification protocols, and seamless collaboration with local EMS and law enforcement agencies for rapid response capabilities. We have also worked with other community events like Bellingham's Ski-to-Sea, and the Renton River Days Festival.

**Nonprofit & Faith-Based Engagement:** We provide continuous security services to Catholic Community Services and Opportunity Council housing facilities, where our trauma-informed approach has resulted in a large reduction in 911 calls while significantly improving resident trust and satisfaction. Our interfaith security initiatives also include partnerships with places of worship, supporting food banks, outreach teams, public speaking engagements, and diverse community gatherings.

**Industry Leadership:** RSU serves as the Washington Hospitality Association's preferred security provider and security education resource, delivering educational content through articles, public sessions, and direct services at association events. Our operational footprint spans Whatcom, Skagit, Snohomish, King counties, and the I-5 Corridor, with rapid-response capabilities for emergencies and specialized deployments.

**Community Integration:** As proud members of the Everett Chamber of Commerce, we actively engage with local business leaders to promote security awareness and education throughout the community, fostering safer commercial environments and stronger public-private partnerships for community wellbeing.



**1.C. If awarded this contract, who are you proposing to be the account manager? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, years with the firm, years of applicable licenses, etc.? Provide a list of three major projects that the person has been involved in and their role.**

**Proposed Account Manager:** Jan Devrij-Bradley, Chief Operating Officer

**Experience & Tenure:**

- 20 years in contract management (From construction management projects to security)
- 6 years with RSU as a co-owner & team member
- Extensive experience managing municipal security contracts and public safety initiatives
- Direct oversight of all major RSU contracts, ensuring consistent quality and client satisfaction

**Certifications & Qualifications:**

- Washington State Armed and Unarmed Security Guard License
- First Aid/CPR/AED Certification
- Specialized training in trauma-informed care, community engagement, and public safety coordination
- Expert in security logistics, resource deployment, and performance metrics

**Major Projects:**

**1. Bellingham Downtown Safety Initiative (2023-2024)**

- Served as primary contract administrator and client liaison for this municipal security program
- Led program design, implementation, and continuous improvement processes
- Conducted monthly analytics reviews with City leadership, resulting in expanded scope and renewed funding
- Developed innovative hybrid security model combining traditional patrols with community ambassadors (Bellingham safety agents)
- Orchestrated successful crisis interventions, including multiple overdose responses and de-escalation events



## **2. Issaquah Salmon Days Festival (2024)**

- Served as lead security coordinator for this major regional event with 50,000+ attendees
- Designed and implemented rapid-response staffing model ensuring complete venue coverage
- Coordinated security analytics and risk assessment with Chamber of Commerce and local Emergency Planners.
- Directed real-time deployment adjustments based on crowd dynamics and emerging concerns
- Achieved zero reportable security incidents throughout the multi-day event and assisted with all reported EMS events.

## **3. Interfaith Security Coalition (2021-Ongoing)**

- Directed comprehensive security operations for coalition of faith-based organizations
- Developed and implemented threat intelligence protocols specific to sensitive religious sites during times of social tension
- Coordinated specialized patrols during high-risk periods and major religious observances
- Successfully prevented documented forced-entry attempts through proactive measures
- Implemented discreet security protocols that maintained welcoming community environments
- Provided training to staff and volunteers on situational awareness and emergency response

Jan's leadership style emphasizes responsive contract management, transparent client communication, and data-driven continuous improvement. As Chief Operating Officer, Jan maintains direct oversight of all major accounts while providing mentorship to RSU's team of account managers. For the Everett contract, Jan will serve as the primary point of contact while leveraging our regional support structure to ensure consistent service delivery and rapid problem resolution. This approach ensures executive-level attention to contract performance while maintaining field-level responsiveness to emerging needs.



#### 1.D. What is your annual staff turnover rate for the past three years?

- **2022:** 28% (post-contract cycle completions)
- **2023:** 32% (pandemic workforce shifts)
- **2024:** 26% (enhanced retention initiatives)

**Average:** 29%. We mitigate coverage gaps through a 90-day on-call reserve pool, rapid onboarding processes, and proactive recruitment strategies outlined in our Recruitment & Retention plan. Turnover varies on staffing needs based on temporary events, seasonal staffing needs, and contract evolutions. Our management and supervisor staff still retains over 80% 4+ year tenured.

#### 1.E. What characteristics most distinguish your organization from your competitors?

**Intelligence-Driven Security Operations:** Our Special Activities Division sets us apart through specialized intelligence gathering and analysis capabilities that directly effect our security services. Unlike standard security providers, we integrate open-source intelligence (OSINT), local emergency dispatch data, and detailed community assessments, as well as our own observations reports to create actionable security insights. This analytical approach enables our patrol teams to anticipate problem areas, strategically deploy resources, and prevent incidents before they occur—transitioning from reactive to proactive security management.

**Trauma-Informed Engagement Model:** RSU has pioneered a hybrid security model that integrates traditional security practices with trauma-informed care principles. Our personnel receive specialized training in mental health crisis response, psychological first aid, and cultural competency across diverse communities including LGBTQ+, tribal cultures, and religious sensitivities. This approach has proven particularly effective in our work with vulnerable populations, resulting in measurable reductions in 911 calls, decreased use of force incidents, and improved community trust in our municipal and nonprofit engagements.

**Professional Development System:** Unlike competitors who meet only minimum licensing requirements, RSU maintains an extensive continuing education program featuring weekly live training classes, on-demand digital resources, and quarterly certification audits. Our curriculum encompasses over 40 specialized topics—from advanced de-escalation to Narcan administration, active shooter/mass casualty response, and cultural sensitivity. This ongoing investment in staff development ensures our personnel remain at the cutting edge of best practices while maintaining the highest professional standards in the field.



**Adaptable Deployment Methodologies:** Our operations architecture features remarkable adaptability, enabling us to swiftly transition between diverse operational models—from visible uniformed presence to low-profile community ambassadors—based on evolving client needs and situational requirements. This flexibility allows us to provide comprehensive security coverage while remaining responsive to changing community dynamics and emerging threats without compromising effectiveness.

**Metric-Driven Performance Analysis:** RSU's commitment to data collection and risk analysis transforms security operations into measurable outcomes. Our customized reporting system provides clients with detailed heatmaps identifying incident patterns, trend forecasts highlighting emerging concerns, and specific actionable recommendations for resource allocation.

**1.F. Describe your experience with federal grant funding. Include whether you have received federal grant awards before and your firm's experience with 2 CFR 200 compliance.**

RSU has no experience with federal grant funding.

**1.G. Provide the qualifications and experience of the proposed staff providing service under this contract, including any training such as de-escalation, CPR, first aid etc., certifications, or expertise of all staff working within this contract.**

#### **Unarmed Security Guards (Primary Deployment)**

- **Required Certifications:** Washington State Guard License in compliance with RCW 18.170
- **Training:**
  - Comprehensive 8-hour onboarding program and 90-day orientation
  - On-demand trainings covering topics exceeding WAC 308-18-305 requirements
  - Accredited First Aid/CPR/AED certification
  - Narcan administration for opioid overdose response
  - Trauma-informed engagement strategies
  - Crisis intervention and mental health awareness
  - Site-specific protocols and emergency procedures
- **Experience:** 2-5 years in security operations with emphasis on community-centered patrol work, can lift and drag at least 60lbs, and can stand and walk for long periods of time.



## Shift Supervisors

- **Required Certifications:** Washington State Guard License with 2+ years of active RSU tenure.
- **Training:**
  - Advanced supervisory training and incident command protocols
  - Incident documentation, review, and reporting best practices
  - Client liaison and communication protocols
  - Situational assessment and resource deployment
  - Staff coaching and on-site training facilitation
- **Experience:** 4+ years in security operations with demonstrated leadership capabilities and community engagement experience

## Project Support Personnel

- **Special Activities Analysts:** Provide operational intelligence support, hotspot mapping, and trend analysis to enhance patrol effectiveness based on activity reports and protective threat intelligence.
- **Training Team:** Conduct ongoing classes and ensure digital classes on specialized topics and site-specific orientation are available for all assigned personnel
- **Account Management:** Dedicated contract administrators ensuring compliance with all reporting and documentation requirements

## Additional Resources (Available as Needed)

- Armed response personnel with Washington State Armed Guard Endorsement (available at contract-specified rates for special events or elevated threat scenarios)
- Rapid response teams for emergency deployment
- Specialized event security personnel for public gatherings, and temporary events.

All personnel assigned to this contract receive ongoing professional development through RSU's training program, including:

- Site familiarization and community resource awareness
- Multiple supervised on-site training shifts with managers before independent deployment
- Weekly supplemental training classes covering specialized topics
- Access to on-demand training resources through RSU's digital learning platform
- Regular refresher courses on emergency response procedures





## 2. Technical Capability, Approach, and Capacity

### 2.A. Describe how the organization will deliver the services requested in the Scope of Work. Include your staffing availability.

RSU will implement a security patrol model specifically tailored to the downtown Everett patrol areas clearly delineated in the RFP map:

**Primary Patrol Area (Blue Zone):** The core service area extending from Pacific Ave (south) to California St/Hewitt Ave (north), and from Norton Ave (west) to Broadway Ave (east).

**Buffer Zone (Pink/Red Area):** The extended coverage area north of the primary zone reaching up to 24th St.

Our deployment strategy follows the hours specified in the RFP, with two-guard teams patrolling both zones during these times:

**Monday-Friday:** Two guards from 8:00 PM to 4:00 AM (8 hours daily)

**Saturday-Sunday:** Two guards from 12:00 PM to 8:00 PM and two guards from 8:00 PM to 4:00 AM (16 hours daily)

#### Each patrol team will be equipped with:

1. Mobile devices with our secure internal application for real-time reporting and tracking
2. Two-way radios for immediate communication with supervisors and between team members
3. First aid supplies, Narcan for potential overdose response, water supplies, and PPE (masks, gloves, spill kits)
4. 4. Flashlights & Low-Light Kits
5. Hi-Visibility vests with SECURITY clearly written and visible



**Our service delivery structure emphasizes direct engagement and accountability:**

1. **Front-Line Patrol Teams:** Working in pairs, our guards will conduct primarily foot patrols throughout both zones, with limited vehicle patrols (25% of shift time as requested) to maximize visibility. Teams will maintain continuous presence in high-risk areas identified during initial assessment.
2. **Shift Supervision:** Supervisors will be available 24/7 via direct contact to provide guidance, assistance with escalated situations, and quality assurance. If a primary supervisor is unavailable, guards can reach shift supervisors in other areas or activate our emergency alert system that notifies all management staff.
3. **Operational Protocol:** Guards will follow a systematic patrol rotation that ensures complete coverage of both the Primary Patrol Area and Buffer Zone, with prioritization based on time-of-day risk assessments. All incidents will be documented through our internal reporting system with photos, timestamps, and GPS coordinates.

**Staffing Availability:**

- Core team of fully vetted security professionals dedicated exclusively to this contract
- 30% reserve staffing capacity to ensure uninterrupted coverage during illnesses, vacations, or emergencies
- 48-hour mobilization capability for supplemental staffing needs in existing patrol zones
- 7-day mobilization timeline for any new deployment areas

**Intelligence-Driven Approach:** Within the first 30 days of operation, RSU will:

- Develop detailed patrol patterns based on Everett PD crime data specific to both the Primary and Buffer zones
- Map recurring problem areas including encampments, vandalism hotspots, and loitering locations
- Establish baseline metrics for security incidents to measure improvement
- Create actionable intelligence reports to guide targeted security interventions
- Implement a comprehensive documentation system for all patrol activities and incidents



## 2.B. Please describe the proposed program's staffing, administration, and management.

### Patrol Security Team

- **Unarmed Security Guards:** Our frontline personnel will be carefully selected, properly licensed in accordance with Washington State requirements, and trained for this specific deployment. These security professionals will conduct patrols according to the proposed schedule, maintain detailed documentation of all activities and incidents, and serve as the primary community contact point. Guards will communicate directly with their designated shift supervisors for guidance, support, and escalation of issues.

### Operational Leadership

- **Shift Supervisors:** These experienced security professionals oversee guard scheduling, timeclock management, shift coverage, and rapid response deployment decisions. Supervisors conduct regular quality checks, provide immediate support during incidents, and ensure adherence to all operational protocols. They serve as the first point of escalation for any field issues requiring immediate attention. Supervisors are available during operational hours through internal communication channels and via radio.
- **Operations Manager - Caleb Rodriguez:** As Director of Operations for this contract, Caleb will oversee all supervisors and security staff assigned to the project. He will coordinate logistics including uniforms, equipment allocation, and specialized training requirements. Caleb will serve as the primary operational contact for client concerns, ensuring seamless coordination between RSU resources and City of Everett personnel. His responsibilities include maintaining quality standards, resolving operational challenges, and implementing continuous improvement initiatives.



## Administrative Support Structure

- **Senior Analyst - Roland Grimm:** Our Senior Analyst and Lead Investigator will provide oversight for all reporting and analytical functions of the contract. Roland will coordinate Special Activities staff to support field operations through data analysis, trend identification, and technological solutions. His team will produce detailed incident mapping, hotspot analysis, and actionable intelligence to enhance patrol effectiveness and support data-driven decision-making.
- **Account Manager - Jan Devrij-Bradley, COO:** Jan will serve as the primary contract manager, conducting regular executive reviews with City representatives to evaluate key performance indicators, security trends, budget alignment, and strategic planning. As COO, Jan ensures the contract receives executive-level attention and has the authority to immediately address any high-level concerns or modification requests.
- **Finance Team - Chelsea Bol and Kim Wilson:** These dedicated financial professionals will oversee all aspects of contract billing, invoice preparation, and financial reporting. They maintain direct communication channels with City finance personnel to promptly address any billing inquiries or contract financial status updates, ensuring transparent financial management throughout the contract term.

## Backup and Support Resources

- **On-Call Personnel:** RSU maintains a qualified pool of on-call security professionals available for emergency callouts, special events, or coverage during staff absences. This talent reserve ensures continuous service delivery without interruption.
- **Compliance:** RSU Conducts regular audits of all staff licensing, certification currency, and training compliance to ensure all personnel meet or exceed regulatory requirements.
- **Training Department:** Provides ongoing professional development, site-specific orientation, and specialized training modules tailored to emerging needs identified during contract performance.



**2.C. Provide a timeline plan for this project and include any City of Everett staff time requirements.**

Phase	RSU Deliverables	City Responsibilities	Timeline
<b>Initialization</b>	<ul style="list-style-type: none"><li>- Finalize and execute SOW and contract documents</li><li>- Assign Account Manager and core project team</li><li>- Provision client drive &amp; communication platforms</li></ul>	<ul style="list-style-type: none"><li>- Execute contract and issue PO</li><li>- Designate Everett PD liaison and primary City contacts</li><li>- Attend Initialization workshop</li></ul>	<b>June 1–5, 2025</b>
<b>Mobilization</b>	<ul style="list-style-type: none"><li>- Vet, background-check and onboard security personnel</li><li>- Deploy radios, PPE, uniforms and mobile devices</li></ul>	<ul style="list-style-type: none"><li>- Review and approve guard credentialing</li><li>- Communicate any additional site-access or credential requirements</li></ul>	<b>June 8–14, 2025</b>
<b>City Orientation</b>	<i>(RSU stands by; City delivers)</i>	<ul style="list-style-type: none"><li>- Provide on-the-job orientation covering City policies, facility/route layouts and emergency procedures</li><li>- Grant site(s) access and introduce facility contacts</li></ul>	<b>June 15, 2025</b>
<b>Site Training</b>	<ul style="list-style-type: none"><li>- Deliver <b>8-hour</b> SOP &amp; de-escalation training</li><li>- Conduct <b>4-hour</b> zone/post walkthrough covering patrol zones, reporting protocols, and emergency procedures</li></ul>	<ul style="list-style-type: none"><li>- Ensure availability of staff and Everett PD liaison for hands-on orientation</li><li>- Provide access to training spaces (meeting rooms, walk-paths in patrol zones, etc.)</li></ul>	<b>June 16–18, 2025</b>
<b>Go-Live</b>	<ul style="list-style-type: none"><li>- Commence patrol services per RFP shift schedule</li><li>- Activate daily check-in/check-out and real-time reporting processes</li></ul>	<ul style="list-style-type: none"><li>- Participate in daily status check-ins during first operational week (June 22–28) (Receive emailed updates.)</li></ul>	<b>June 22–28, 2025</b>
<b>Stabilization</b>	<ul style="list-style-type: none"><li>- Transition to monthly analytic dashboards and written reports</li><li>- Facilitate quarterly After-Action Reviews with data-driven recommendations</li></ul>	<ul style="list-style-type: none"><li>- Attend steering meeting each month</li><li>- Join AAR sessions (one per quarter)</li></ul>	<b>July 1 – Sept 30, 2025</b>



### Notes on City Staff Time:

- **Initialization workshop:** 2 hours (Week 1)
- **Orientation:** 1 hour on June 15
- **Daily check-ins:** on-demand, for five days (first operational week)
- **Monthly steering meetings:** 1 hour per month
- **Quarterly AARs:** 1 hour each quarter

This plan ensures we meet the RFP's June 1 start, deliver comprehensive training and onboarding, and then shift seamlessly into sustained patrol operations with clear, recurring touchpoints for City-RSU collaboration.

### 2.D. State whether a change in contract rates would be required, should the program be expanded, and at what level of expansion any rate increase would take effect.

The rates quoted in the Price Sheet are fixed for the initial contract term ending September 30, 2025. If the City exercises the funding source's no-cost extension option or requests program expansion beyond the baseline hours, RSU's extended pricing schedule will apply—subject to joint review and written approval prior to any extension or expansion. Specifically:

- **Up to 20% increase in total patrol hours:** No change to existing rates; absorbed within the established staffing model.
- **15–30% increase in total patrol hours:** 4% adjustment to all hourly rates, reflecting additional supervisory and administrative overhead.
- **Greater than 30% increase in total patrol hours:** Formal amendment and negotiation of new extended prices for both base and optional services, incorporating any actual cost changes effective at the time of extension. All extended rates will be documented in an updated Price Sheet and approved through a contract amendment before implementation.



## 2.E. Describe your process to ensure compliance with Washington State and Federal laws and regulations.

RSU's compliance framework integrates licensing oversight, structured training, and proactive SOP management:

1. **Licensing & Regulatory Forms:** All new hires complete RCW, WAC, and municipal code review during onboarding. We maintain a centralized license-tracker form listing each guard's expiration dates (e.g., security guard card, TWIC, armed endorsement) and automatically circulate renewal reminders to staff and supervisors 90, 60, and 30 days before expiry.
2. **Weekly Compliance Meetings:** Our Training Director and Compliance team host weekly staff-and-admin meetings to review any changes to RCW 18.170, WAC 308-18, federal guidelines, and local ordinances in Everett's patrol area. Any required SOP adjustments are drafted, circulated for feedback, and implemented within 7 days.
3. **Ongoing Coaching & After-Action Reviews:** Supervisors and trainers conduct real-time coaching on regulatory topics during patrol debriefs, and perform detailed after-action reviews on all reportable incidents. These AARs include a compliance checklist, root-cause analysis, and corrective action plans, all documented and shared with the account manager within 15 days.
4. **Accessible Regulatory Library:** Every team member can access our secure intranet library of Washington statutes, federal regulations (e.g., CFR 200, CFR 75), and relevant municipal codes for buffer zones and special events among our training library. Quarterly engagement on topics ensure retention and understanding across the workforce.



**2.F. Describe any data management and tracking systems you use and how you will provide monthly reports.**

RSU employs an integrated workforce and incident-management platform that synchronizes timekeeping, scheduling, GPS location, and secure communications in real time:

1. **Unified App Platform:** All guards clock in/out, receive assignments, and communicate via a single mobile app—GPS tracking, encrypted chatrooms, and two-way radio integration ensure accountability and rapid coordination.
2. **Special Activities Analytics:** Our investigative analysts ingest patrol logs, incident narratives, and interaction records. Automated workflows flag completed reports for supervisory review and trigger daily or on-demand distribution via email or the client portal.
3. **Custom Reporting & Visualization:** Standard monthly deliverables include:
  - **Operational Dashboard:** Summary of total hours, shift-fill rates, and geospatial patrol coverage maps.
  - **Incident Metrics:** Categorized incident counts, average response times, and resolution statistics.
  - **Trend & Heatmaps:** GIS-based hotspot analysis, week-over-week comparisons, and predictive risk indicators.
  - **Actionable Insights:** Site-specific recommendations—deployment refinements, targeted training topics, and risk mitigation strategies.
4. **On-Demand & Deep Dives:** Clients can request ad hoc or quarterly deep-dive reports—advanced threat intelligence briefs, protective-assignment threat scoring, or compliance audit summaries—available as an optional service surcharge.

Custom data exports, API feeds, and interactive mapping sessions are also supported to accommodate evolving operational requirements.





### 3. Communication, Customer Services, and Training

#### 3.A. Describe how your company or project manager will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.

RSU maintains a multi-layered communication protocol to ensure the City is always informed and can make timely decisions:

1. **Dedicated Support Center (IVR-enabled):**
  - **Hours:** 8 am–5 pm PT, M–F (holidays included).
  - **After-Hours:** Calls automatically forward to on-shift supervisors and the Area Manager for 24/7 coverage.
2. **Escalation & Action Plan:**
  - **Guard-Level Alert:** Any service interruption, safety incident, or staffing issue triggers an immediate notification from the guard to their Supervisor via encrypted chat or radio.
  - **Supervisory Notification:** The Supervisor evaluates and, if unresolved in 30 minutes, elevates to the Area Manager.
  - **Executive Briefing:** Unresolved issues after 2 hours escalate to the COO, accompanied by a formal 24-hour Action Plan.
  - **Status Updates:** The City receives written progress reports every 8 hours until full resolution.
3. **Intelligence & Incident Alerts:**
  - **Automated Threat Notifications:** Our Special Activities team leverages protective intelligence workflows to detect planned protests, suspicious patterns, or community-impacting events. Alerts are sent via email or SMS to both RSU leadership and designated City contacts.
  - **Law Enforcement Coordination:** We share real-time updates with Everett PD and municipal leadership to synchronize responses—ranging from public safety notices to suspicious activity.
4. **Incident Investigation & After-Action Reviews:**
  - **Rapid Investigation:** All service-related issues or incident reports are assigned to a Supervisor within 1 hour, with a preliminary summary delivered to the City within 4 hours.
  - **Comprehensive AAR:** A root-cause analysis, corrective actions, and client-agreed remediation plan can be delivered within 5 business days, and discussed in a follow-up meeting at the City's convenience.

This structured, transparent approach ensures RSU and the City remain aligned, responsive, and proactive in managing the evolving operational landscape.

### **3.B. How do you handle changes or adjustments to the project, and what communication protocols will be in place for such changes?**

RSU applies a structured Change Management Process to ensure transparency, rapid response, and controlled execution:

- 1. Change Request Submission:**
  - Any stakeholder (City PM, RSU staff, or field personnel) completes a standardized Change Request Form (CRF) via our secure client portal or by email. The CRF captures the nature of the change, rationale, and preliminary impact on scope, schedule, and resources.
- 2. Impact Analysis & Review:**
  - Within 24 hours of CRF receipt, the Account Manager convenes a Change Review Meeting with Operations, Compliance, and Finance leads to evaluate cost, staffing, training, and regulatory impacts. A draft Written Change Order (WCO) is prepared.
- 3. Approval Workflow:**
  - The draft WCO is distributed electronically securely to the City's Project Manager and RSU leadership. City approval (or formal feedback) is returned within 48 hours, converting the draft into an Authorized Change.
- 4. Implementation Planning:**
  - Upon authorization, the Resource Manager updates shift rosters, issues revised SOP bulletins, and schedules a brief alignment call with impacted personnel. Notifications are pushed via our unified app and email.
- 5. Communication Protocols:**
  - **Acknowledgment:** CRF receipt is confirmed within 1 business hour.
  - **Milestone Updates:** Status emails are sent at key stages—analysis complete, WCO submitted, and change go-live—with clear timelines and responsibilities.
  - **Documentation:** Final WCOs, meeting minutes, and updated SOPs are archived for auditing and traceability.
- 6. Post-Implementation Review (PIR):**
  - One month after implementation, RSU facilitates a PIR session with City stakeholders to assess outcomes, gather feedback, and integrate lessons learned into continuous improvement plans.

This disciplined approach balances adaptability with control, ensuring all changes are evaluated, communicated, and executed to the City's satisfaction before being operationalized.



### 3.C. How do you define and measure your customer service standards, and what methods do you use to ensure customer satisfaction?

At RSU, customer service centers on **safety empowerment, empathetic engagement, and community education**. We define service excellence by three core pillars:

1. **Empathy & Engagement:** Our guards are trained in active listening, de-escalation, and cultural sensitivity, enabling them to build genuine rapport with business owners, patrons, and vulnerable populations. Every interaction includes offering information about local resources (e.g., shelter services, mental-health hotlines) to foster trust and resilience.
2. **Education & Transparency:** Beyond security, our staff provides brief on-the-spot orientations—explaining local ordinances, safety best practices, and available social services—to empower community members and reduce repeat incidents.
3. **Responsiveness & Reliability:** We track measurable KPIs to ensure our standards are met:
  - **Response Time:** Routine inquiries resolved within 24 hrs; urgent needs addressed within 2 hrs.
  - **Resolution Rate:** ≥ 95% of reported issues closed within agreed SLAs.
  - **Satisfaction Score:** Target ≥ 4.5/5 from post-incident surveys and quarterly feedback interviews.

#### Methods to Ensure Satisfaction:

- **Quarterly Client Check-Ins:** Structured review meetings with City stakeholders to assess service levels, discuss trends, and identify emerging needs.
- **Continuous Training Loops:** Survey and meeting insights feed back into weekly training modules and monthly SOP updates, ensuring we adapt our customer-care approach based on client priorities.

By combining data-driven measurement with human-centered engagement, RSU maintains a dynamic, client-focused service model that elevates satisfaction and public confidence.



**3.D. Provide examples that demonstrate your ability to provide effective communication and customer service.** Provide examples that demonstrate your ability to provide effective communication and customer service.\*\*

**Downtown Crisis Response (2023):** During a protest that unexpectedly converged near private business sites, RSU's rapid communication enabled seamless coordination between business owners and law enforcement, while providing crowd control for our active clients affected at the time. This immediate communication channel facilitated joint decision-making, resulting in a coordinated perimeter strategy that protected public safety while respecting First Amendment rights.

**Community Services Emergency Response (2024):** When a water main break threatened a low income housing facility, our on-duty supervisor activated our support and within minutes, our team coordinated resident notification, implemented temporary shelter measures, and established direct contact with emergency repair crews. Throughout the 6-hour incident, we maintained hourly status updates to facility management and residents, using multiple communication channels.

**Issaquah Salmon Days Festival Coordination (2024):** During this major event with 50,000+ attendees, we demonstrated our multi-channel communication approach by cooperating in a centralized information hub for security personnel, event staff, and emergency services. Our team used a combination of digital communications, radio, and in-person briefings to manage crowd flow, access and parking control, respond to medical incidents to support EMS, and coordinate successful lost child reunification. Festival organizers highlighted our "clear, calm, and professional communication style" in their post-event evaluation.

**Emergency Action Plan Development and Training (2024):** For a large complex place of worship that was receiving ongoing threats, we identified that their security and emergency action plans were severely outdated. Our team developed a comprehensive communication-focused emergency response framework tailored to their unique facility layout and congregation needs. We created interactive training programs and communication drills specific to religious gatherings and holidays. We conducted specialized training sessions across different volunteer security teams and staff groups, ensuring all members understood communication pathways during various emergency scenarios including active threats, medical emergencies, and natural disasters.



### **3.E. Describe your company's customer service. What is your company's policy for returning calls and e-mails?**

RSU employs a comprehensive customer service framework built on accessibility, accountability, and responsive communication:

#### **Response Time Commitments:**

- **Routine Inquiries:** We commit to responding to all standard inquiries within 24 hours, though our actual average response time is under 1 hour during business hours. This includes emails and calls regarding scope of work, project status updates, invoicing questions, or general information requests.
- **Urgent Matters:** For time-sensitive concerns, we implement an immediate escalation protocol that routes inquiries directly to on-duty supervisors, guaranteeing callback within 15 minutes. This ensures critical issues receive prompt attention regardless of when they arise.
- **After-Hours Support:** While our office operates Monday-Friday from 8:00 AM to 5:00 PM PST (including holidays), our Interactive Voice Response (IVR) system automatically forwards after-hours calls to designated on-shift personnel, providing true 24/7 availability for clients.

#### **Communication Management System:**

All client communications are systematically tracked in our centralized relationship management system, which:

- Creates digital tickets for each inquiry
- Assigns accountability to specific team members
- Tracks resolution progress through completion
- Maintains communication histories for quality assurance
- Generates performance metrics to continuously improve response times

#### **Escalation Protocol:**

Our escalation process ensures that complex or sensitive matters receive appropriate attention:

1. Initial documentation by frontline personnel in our management software
2. Supervisor review and resolution attempt within established timeframes
3. Automatic escalation to Operations Managers if resolution exceeds time parameters
4. Executive leadership engagement for high-priority concerns or policy matters
5. Comprehensive documentation throughout the resolution process
6. Partnering with local law enforcement for further escalation



## Communication Infrastructure:

RSU utilizes multiple communication channels to maximize accessibility, including:

- Direct phone lines with callback notification system
- Dedicated email addresses for different service departments
- Secure client tools for document sharing and status updates
- Emergency contact protocols for after-hours urgent matters
- Regular scheduled check-ins for ongoing contracts

### 3.F. Where is your office located, and what are your customer service hours (Pacific Time)?

**Office:** 4200 Meridian St STE 105, Bellingham, WA 98226

**Hours:** Mon–Fri 8 am–5 pm PT; IVR forwards after-hours to on-shift supervisors for round-the-clock 24/7 support.

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## 4. Risk, Performance, and Quality Assurance

**4.A. Submit no more than five (5) relevant project experiences within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include:**

- a. Company name and full address
- b. Point of contact name, title, e-mail address, and phone number
- c. Contract title, number, start and completion dates
- d. Contract description & order/service details

### **City of Bellingham Downtown Safety Initiative**

**Client:** City of Bellingham (Municipality), 210 Lottie Street, Bellingham, WA 98225

**Contact:** Darby Gilligan, Senior Planner, Planning and Community Development, [dgalligan@cob.org](mailto:dgalligan@cob.org), (360) 778-8389

**Contract:** #85B-2023 | 2023–December 2024

**Description:** Comprehensive downtown security patrols in response to increased vulnerability due to housing crisis and social issues. RSU provided safety agents and response services for multiple downtown needs. Security personnel were trained in de-escalation techniques and Narcan administration for opioid incidents, responding to various overdoses and medical emergencies. Services included evening and overnight patrols, extensive documentation through reporting, monthly analytics, and after-action reports for major incidents. Results included a reduction in downtown crime and successful securing of additional funding based on performance metrics and demonstrated outcomes.



### **Catholic Community Services Security**

**Client:** Catholic Community Services NW (Non-Profit), 1133 Railroad Avenue, Ste 100, Bellingham, WA 98225

**Contact:** Andrea Cunningham, Program Manager, [AndreaCU@ccsww.org](mailto:AndreaCU@ccsww.org), (360) 594-6446

**Contract:** June 2022–Ongoing

**Description:** Continuous unarmed security services across multiple Catholic Community Services buildings and low-income housing communities, ensuring safety for vulnerable populations. Guards employ trauma-informed engagement strategies while maintaining professional discretion and sensitivity aligned with community values. Services include 24/7 security presence, incident response, and coordination with social service providers. This deployment has resulted in a 30% reduction in 911 calls and significantly improved resident satisfaction and trust in security personnel.

### **Renton River Days Festival**

**Client:** Renton Parks Department (Municipality), 1119 Bronson Way N, Renton, WA 98057

**Contact:** Tom Puthoff, Recreation Supervisor, [TPuthoff@rentonwa.gov](mailto:TPuthoff@rentonwa.gov), 425-430-6766

**Contract:** July 2024

**Description:** Comprehensive event security for this major regional cultural festival. Services included crowd management, lost-child reunification, access control, traffic control, and close coordination with local emergency planning teams. RSU deployed a rapid-response staffing model and provided ongoing situation assessment throughout the multi-day event. The operation resulted in zero major security incidents and positive feedback from organizers and local authorities.

### **Paths to Understanding Community Events**

**Client:** Paths to Understanding (Non-Profit), Skagit County, WA

**Contact:** Terry Kylo, Program Director, [terry@pathstounderstanding.org](mailto:terry@pathstounderstanding.org), 360-770-2774

**Contract:** March 2024–Ongoing-Event Based

**Description:** Ongoing security partnership providing unarmed to armed security and close protection services at various community events, including food bank distributions, public speaking engagements, and interfaith gatherings. RSU personnel provide discreet security presence while supporting the organization's mission to foster community well-being, inclusion, and resilience. Services include site security assessments, crowd management, conflict de-escalation, and coordination with venue staff. This partnership has resulted in zero security incidents while maintaining a welcoming atmosphere for diverse community members.



**4.B. Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.**

No. RSU has not defaulted on any contract nor failed to meet any terms in the past three years. All engagements concluded successfully, on schedule, and within budget.

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**End of Questionnaire**



**EXHIBIT C  
(ATTACHED)**

# Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation RFP 2025-036

## Solicitation Information

**Title:** Patrol Security Services

### Description:

The City of Everett has received federal funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) to provide patrol security and outreach opportunities in the downtown area, including buffer zones and high-priority areas. Appendix A is a map of the required patrol area. Appendix B contains the applicable federal articles and clauses, which are non-negotiable.

The City has approximately \$240,000 for services through September 30, 2025, or longer if the funding source grants a no-cost extension.

**Delivery Terms:** See Delivery Notes

**Payment Terms:** See Payment Notes

### Contact Information

City of Everett  
Theresa Bauccio-Teschlog  
2930 Wetmore Avenue, Suite 9E Everett WA, 98201 United States  
Tel: (425) 257- 8901  
bids@everettwa.gov

**Start Date:** Mar 31, 2025 8:15 PM PDT

**Open Date:** Apr 24, 2025 11:59 PM PDT

**Collaboration Start Date:** Mar 31, 2025 8:30 PM PDT

**Collaboration End Date:** Apr 14, 2025 11:59 PM PDT

**Vendor may e-mail buyer directly:** Yes

**Following Questions and Answers have been published:**

<b>Question</b>	<b>Answer</b>	<b>Date Submitted</b>	<b>Date Responded</b>	<b>Attachments</b>
<p>Should I complete the questions on the procurement pages, FORM 4.01 through 4.06, and email this part with the rest of the required documents? I wasn't sure if this was an example or the correct part of the bid that needed to be completed.</p> <p>Also, on the summary of required documents, there are only 3 listed. Bidders Certificate, Non-Cost Factors, and Bid Price. Are there any other documents that should be included? Seems to me that there are some missing from that list.</p>	The submittal requirements are listed in Section 4.	Apr 14, 2025	Apr 14, 2025	Total:0
<p>In the bid price area, am I supposed to add the rate's for both guards that shift, or am I filling it out as rate for 1 guard per shift?</p> <p>example-(1st line- rate per 1 guard, hours per 1 guard, estimated cost per 1 guard?) Or should I do it as 2 guards per shift?</p> <p>I filled it out as 1 guard per shift. I have worked for the government and I know that the bids usually have specific answers.</p>	The estimated hours listed on Form 4.02 Price Sheet of the Request for Proposal are for the number of guards per shift listed in Section 2.4. The hourly rate is for a single guard.	Apr 14, 2025	Apr 14, 2025	Total:0

# Q&A Center

Following Q&A center items have been published by the buying organization for Solicitation RFP 2025-036

## Solicitation Information

**Title:** Patrol Security Services

### Description:

The City of Everett has received federal funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) to provide patrol security and outreach opportunities in the downtown area, including buffer zones and high-priority areas. Appendix A is a map of the required patrol area. Appendix B contains the applicable federal articles and clauses, which are non-negotiable.

The City has approximately \$240,000 for services through September 30, 2025, or longer if the funding source grants a no-cost extension.

**Delivery Terms:** See Delivery Notes

**Payment Terms:** See Payment Notes

### Contact Information

City of Everett  
Theresa Bauccio-Teschlog  
2930 Wetmore Avenue, Suite 9E Everett WA, 98201 United States  
Tel: (425) 257- 8901  
bids@everettwa.gov

**Start Date:** Mar 31, 2025 8:15 PM PDT

**Open Date:** Apr 24, 2025 11:59 PM PDT

**Collaboration Start Date:** Mar 31, 2025 8:30 PM PDT

**Collaboration End Date:** Apr 14, 2025 11:59 PM PDT

**Vendor may e-mail buyer directly:** Yes

**Following Questions and Answers have been published:**

<b>Question</b>	<b>Answer</b>	<b>Date Submitted</b>	<b>Date Responded</b>	<b>Attachments</b>
Is the 992-hour estimate for weekdays intended to reflect a single guard, or does it already include both guards?	<p>The 992 hours were calculated based on the time through the end of August and did not include September, which is 65 weekdays x 16 hours (2 guards at 8 hours) = 992 hours.</p> <p>June = 21 weekdays,  July = 23 weekdays,  August = 21 weekdays. September would be an additional 22 x 16 = 352 hours. Therefore 992+352 = 1344 hours for weekday service.</p> <p>An updated Price Sheet will be provided, or proposers may update the 992 to 1344.</p>	Apr 22, 2025	Apr 22, 2025	Total:0
For 4.02 Price Sheet has 9.9% tax. Security Guard services are not subject to sales tax in Washington. Should this be '0'?	If the service is not taxable, enter 0 in the tax field.	Apr 22, 2025	Apr 22, 2025	Total:0
Form 4.02 Price Sheet B- Optional Services – presuming this is unarmed? Do they need an Option D - Armed Driving Services?	Correct. Section B is for unarmed. Proposers may also include pricing for armed driving services.	Apr 22, 2025	Apr 22, 2025	Total:0
Will there be shelter, restrooms, and break areas provided in reasonable spaces by the city within the assigned patrol zone?	Yes, the City will provide shelter and a restroom.	Apr 22, 2025	Apr 22, 2025	Total:0
If unarmed, will defensive tools (pepper spray, baton, Taser, handcuffs) be authorized for wear/use by certified officers?	The City may request that security guards be armed with less-than-lethal devices when patrolling the area. If armed patrol services are requested, the awarded Supplier must provide the security guards with a less-than-lethal device to perform the anticipated duties listed in Section 2.3. The City's preferred less-than-lethal device is a conducted energy weapon (CEW), such as a taser. The use of batons is not acceptable.	Apr 22, 2025	Apr 22, 2025	Total:0

**FORM 4.02 PRICE SHEET - REVISED****REQUEST FOR PROPOSAL #2025-036 PATROL SECURITY SERVICES**

Supplier Name:

Price proposals for services other than those specified will not be considered unless authorized by the solicitation. \*Estimated hours are considered to be the operating hours listed in Section 2 for the duration of the original contract period.

If there is a conflict between the hourly rate and the extended price, the hourly price shall govern.

#	Description per Section 2 Specifications	Hourly Rate	Estimated Hours*	Extended Price
1	Unarmed Security Guard Services – Monday - Friday	\$	1344	\$
2	Unarmed Security Guard Services – Saturday and Sunday	\$	1088	\$
3	Unarmed Security Guard Services – Holiday Rate	\$	48	\$
4	Unarmed Security Guard Services – Overtime	\$	1	\$
<b>Subtotal:</b>				\$
<b>9.9% Tax:- Write 0 if not applicable.</b>				\$
<b>Base Security Services Total:</b>				\$

<b>B.</b>	<b>Optional Services</b>	
Security Guards may spend parts of their shift driving around the city instead of walking. Driving should not exceed 25% of the shift. While driving, the driver must possess a valid Washington State Driver's License or equivalent out-of-state license.		Rate per hour
Walking and Driving Security Guard Services – Monday - Friday		\$

Walking and Driving Security Guard Services – Saturday and Sunday	\$
Walking and Driving Security Guard Services – Holiday Rate	\$
Walking and Driving Security Guard Services – Overtime	\$

<b>C. Optional Services</b>	Rate per hour
Armed Security Guard Services – Monday - Friday	\$
Armed Security Guard Services – Saturday and Sunday	\$
Armed Security Guard Services – Holiday Rate	\$
Armed Security Guard Services – Overtime	\$



# PROCUREMENT

## Request for Proposal #2025-036

Procurement Professional Point of Contact:  
Theresa Bauccio-Teschlog, MBA, NIGP-CPP, CPPB  
Procurement Manager  
(425) 257-8901  
[bids@everettwa.gov](mailto:bids@everettwa.gov)

### PATROL SECURITY SERVICES

**TIMELINE** - The following represents the schedule for this solicitation.

<u>Event</u>	<u>Date</u>
Issue Date	March 31, 2025
Deadline for Final Questions	April 14, 2025
Proposal Due Date	April 24, 2025, at 11:59 p.m. Pacific Time
Anticipated Award	May 2025
Anticipated Contract Start Date	June 1, 2025
Anticipated Contract Term	September 30, 2025, unless the funding source grants a no-cost extension.

**E-mailed or delivered Proposals are acceptable.**

**Submit Proposals to:**

**E-mail:** [bids@everettwa.gov](mailto:bids@everettwa.gov) **OR**

**If delivery to:** Procurement, 2930 Wetmore Ave, Suite 9E, Everett, WA 98201, **call** to access the locked elevator.

Delivered proposals are accepted Monday through Friday, from 8:00 am to 3:00 p.m., excluding city-observed holidays. If providing paper copies, clearly label the outside of the sealed envelope containing **the original** proposal response **plus five (5) complete identical copies** with the Proposal Name, Proposal Number, and contact information listed above. Only Proposals that arrive in the Procurement office by the deadline will be considered.

**Information & Addenda:** All Information, including Addenda regarding this solicitation, can be found at:

<https://www.everettwa.gov/2713/Bid-opportunities>

Suppliers are responsible for checking the City of Everett website for the issuance of any addenda prior to submitting a proposal.

**Questions:** All questions must be requested electronically utilizing the above link or e-mailed to the Procurement Professional listed above.

Unauthorized contact regarding this Request for Proposal with the City of Everett employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of Everett. Proposers should rely only on written statements issued by the individual named listed above.



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## **SECTION 1 - INSTRUCTIONS**

### **1.1 PROPOSAL SUBMITTAL**

The City must receive the supplier's proposal in its entirety by 11:59 p.m. Pacific Time. For electronic submissions, the official receipt time is the receiving time stamp from the City's e-mail server as printed.

All proposals and accompanying documentation will become the property of the City of Everett and may not be returned.

Proposal pricing must be submitted on the forms provided in this document. To receive consideration for award, the Proposal must be completed and signed by an authorized representative of the supplier. Submission of a proposal constitutes acceptance of the procedures, evaluation criteria, and other instructions of this Request for Proposals (RFP).

No supplier may withdraw its Proposal after the hour set for the opening unless the award is delayed for a period exceeding one hundred and twenty (120) days.

### **1.2 OFFER PERIOD**

All Proposals submitted must remain open for 60 days from the receipt date. The City of Everett reserves the right to extend this period.

### **1.3 REQUEST FOR DUE DATE EXTENSION**

Suppliers may request an extension of the Proposal Due Date. The supplier must supply any justification and additional information that will facilitate the City of Everett's evaluation and decision. Any approved extension will be issued as an addendum.

### **1.4 WITHDRAWAL OF PROPOSALS**

Suppliers may withdraw a Proposal that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the supplier must be submitted to the procurement professional named on the Request for Proposal cover sheet.

### **1.5 SINGLE RESPONSE**

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

### **1.6 MULTIPLE PROPOSALS**

Suppliers interested in submitting more than one Proposal may do so long as each Proposal stands alone and independently complies with the instructions, conditions, and specifications of this RFP.

### **1.7 EVALUATION AND AWARD**

The City of Everett will award the Proposal to the responsive and responsible supplier(s) whose offer best meets the needs of the City or reject any and all Proposals.

- a. Responsive Supplier – A business entity or individual who has submitted a bid or proposal that fully conforms in all material respects to the Invitation for Bids (IFB)/Request for Proposals (RFP) and all of its requirements, including all form and substance.

- b. Responsible Supplier – A business entity or individual who has the financial and technical capacity to perform the requirements of the solicitation and subsequent contract.

## **1.8 WAIVER OF MINOR ADMINISTRATIVE IRREGULARITIES**

The City of Everett reserves the right, at its sole discretion, to waive minor administrative irregularities and informalities contained in any proposal submitted and accepted by the City. The City further reserves the right to make awards to the responsible offer whose proposal is determined to be the most advantageous to the City of Everett. The City of Everett reserves the right to reject any and all proposals.

## **1.9 EXCLUDED PARTIES**

All suppliers must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or non-procurement programs.

<https://www.sam.gov>

## **1.10 BUSINESS LICENSE**

The successful supplier will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett Business & Occupation Tax (B & O), when applicable. B & O Tax questions may be directed to the Everett Business Tax Division at (425) 257-8610.

## **1.11 BID PROTEST PROCEDURES**

Chapter 3.46 of the Everett Municipal Code (EMC) governs all protests. Protest Procedures are available for review in the Everett Municipal Code 3.46, which can be found at <https://everett.municipal.codes/>

The City reserves the right to require strict compliance with all requirements of Chapter 3.46 EMC.

## **1.12 NON-ENDORSEMENT**

As a result of the selection of a supplier to provide services to the City of Everett, the City of Everett is neither endorsing nor suggesting that the supplier's product is the best or only solution. The [supplier](#) agrees to make no reference to the City of Everett in any literature, promotional material, brochures, sales presentation, or the like without the express written consent of the City of Everett.

## **1.13 PROPRIETARY MATERIAL SUBMITTED/PUBLIC DISCLOSURE**

### **A. Property of the City of Everett**

All materials submitted in response to this RFP must become the property of the City of Everett. Selection or rejection of a proposal does not affect this. In this section, the term "proposal" is generic and refers to proposals, statements of qualification, letters of interest, and any other material submitted in response to this RFP.

### **B. Proposals are Public Records**

Pursuant to Chapter 42.56 RCW and other statutes regarding public agencies, all materials (including, for example, proposals) submitted under this RFP must be considered public records and, except to the extent protected by state and or federal laws, will be available for inspection and copying by the public following contract award. Records will not be released by the City of Everett prior to contract award in order to protect the integrity of the procurement process unless otherwise required by law.

**C. Public Records Exemption / Notice of RCW 39.10.470**

In accordance with RCW 39.10.470, trade secrets (as defined in RCW 19.108.010) or other proprietary information submitted by a proposer in connection with this RFP might not be subject to public disclosure under chapter 42.56 RCW if the proposer specifically states in writing the reasons why protection from disclosure is necessary, and identifies the data or materials to be protected. Proposers must specifically designate and clearly label as “CONFIDENTIAL” any and all such materials or portions thereof that they deem to contain trade secrets or other proprietary information. Proposers should carefully consider what is truly confidential and should not mark an entire proposal as confidential. The proposer must provide the legal basis for the exemption to the City upon request. Proposers are advised that this exemption is subject to judicial review, and the proposer’s designation of confidential may or may not be upheld by a Court.

**D. Proposals Not Marked as Confidential**

If a proposal or other material does not clearly identify the “CONFIDENTIAL” portions, the City will not notify the proposer that its proposal will be made available for inspection and copying, and the City may publicly disclose such non-clearly identified portion with no liability whatsoever to the proposer.

**E. Process for Disclosing Information**

If a request is made for disclosure of material or any portion marked “CONFIDENTIAL,” the City will determine whether the material should be made available under the law. If the City determines that the material is subject to disclosure, the City will seek to notify the Proposer of the request and allow the proposer ten (10) business days after such notification to take appropriate legal action in Snohomish County Superior Court at the proposer’s sole expense and liability. If the proposer does not, within such ten (10) business days, serve the Office of the City Attorney with a copy of an order entered by the Superior Court that expressly prohibits the City from the disclosure of the material marked “CONFIDENTIAL,” then the proposer will be deemed to have consented to the public disclosure of the material marked “Confidential,” and the City may publicly disclose such material without any liability whatsoever to the proposer.

**F. Indemnification by Proposer**

To the extent that the City withholds from disclosure all or any portion of the proposer’s material marked “CONFIDENTIAL,” the proposer, by submitting a proposal in response to this RFP, agrees to indemnify, defend, and hold harmless the City of Everett from all lawsuits, liabilities, losses, damages, penalties, attorneys’ fees and costs the City incurs arising from or relating to such withholding from disclosure.

**G. Consent to Procedure**

Proposers, by submission of materials marked “CONFIDENTIAL,” acknowledge and agree that the City will have no obligation to advocate for nondisclosure in any forum and has no liability whatsoever to any proposer for the disclosure of any material or record of any kind when that disclosure is in accordance with applicable law or in accordance with an order applying applicable law entered by the Snohomish County Superior Court or a Washington appellate court. By submitting a proposal, the proposer consents to the procedure in this Section as its sole remedy and waives and releases all claims against the City arising from the City’s actions taken in accordance with this procedure.

#### **1.14 RESPONSE PROPERTY OF THE CITY OF EVERETT**

All materials submitted in response to this request become the property of the City of Everett. Selection or rejection of a response does not affect this right.

#### **1.15 NO OBLIGATION TO BUY**

The City of Everett reserves the right to refrain from contracting with any supplier. The release of this RFP does not compel the City of Everett to purchase.

#### **1.16 COST OF PREPARING PROPOSALS**

The City of Everett is not liable for any costs incurred by suppliers in the preparation and presentation of proposals and demonstrations submitted in response to this RFP.

#### **1.17 CONTRACT TERMINATION**

In determining any contract award, the City of Everett reserves the right to consider past performance by the suppliers in the City of Everett contracts. If the City of Everett has previously terminated a contract with a supplier for the supplier's default or other non-performance, the City of Everett reserves the right to reject bids or quotes received from that supplier.

#### **1.18 RECYCLE**

The City of Everett is committed to the environment and encourages suppliers to recycle material to the extent practicable.

#### **1.19 COOPERATIVE PURCHASING**

**Suppliers:** RCW 39.34 allows cooperative purchasing between public agencies, also called political subdivisions. Public agencies that have an Intergovernmental Cooperative Purchasing Agreement with the City of Everett may purchase from the City of Everett contracts, provided that the supplier has agreed to such participation. Each supplier must indicate on the submittal form if they will not honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

**Cooperating Political Subdivisions:** Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency must be affected by a purchase order from the public agency directed to the supplier or other party contracting to furnish goods or services to the City of Everett.

The City of Everett accepts no responsibility for the performance of any purchasing contract by the supplier, and the City of Everett accepts no responsibility for payment of the purchase price for any public agency.

## **SECTION 2 – SCOPE OF WORK**

### **2.1 INTENT AND NOTICE OF FUNDING**

The City of Everett has received federal funding from the Substance Abuse and Mental Health Services Administration (SAMHSA) to provide patrol security and outreach opportunities in the downtown area, including buffer zones and high-priority areas. Appendix A is a map of the required patrol area. Appendix B contains the applicable federal articles and clauses, which are non-negotiable.

The City has approximately \$240,000 for services through September 30, 2025, or longer if the funding source grants a no-cost extension.

### **2.2 BACKGROUND**

The City of Everett is seeking unarmed security services to patrol downtown Everett and the surrounding area during the evening, overnight, and early morning hours. The awarded Supplier will work in collaboration with the city's Community Development Department.

### **2.3 SCOPE OF SERVICES**

The City requires a minimum of two (2) unarmed security guards working as a team to be deployed to walk around the downtown Everett business area and perimeter blocks surrounding the downtown area during various shifts. The general boundaries are 23<sup>rd</sup> ST to the north, Pacific ST to the south, Norton Ave to the west, and Broadway Ave to the east.

The anticipated duties are as follows:

- Patrol the grounds to detect and prevent theft, trespassing, and property damage.
- Monitor vehicles in parking areas to prevent vandalism and theft.
- Respond to disturbances around the boundaries and report to law enforcement if necessary.
- Provide trained emergency assistance until EMS arrives.
- Interact with businesses and the public.
- Report suspicious people, activities, or situations to local law enforcement.
- Provide information about services to individuals who may need assistance.

However, the awarded Supplier may refuse to perform duties based on a threat assessment or other verifiable data indicating that security guards would be placed in danger.

Pricing is also being requested for armed security guards. The City will make a final determination of armed versus unarmed guards prior to the contract award.

### **2.4 PATROL HOURS**

The Supplier must provide coverage as listed below. The general hours of service would be:

1. Monday- Friday – 8 hours of coverage.
  - Two (2) guards from 8:00 PM - 4:00 AM
2. Saturday and Sunday – 16 hours of coverage.
  - Two (2) guards from 12:00 PM - 8:00 PM and
  - Two (2) guards from 8:00 PM - 4:00 AM

The hours may be adjusted due to events, problem areas, or seasonal changes.

## **2.5 PHYSICAL REQUIREMENTS**

Security guards must be in good general health without any condition that would interfere with the performance of normal duties. Duties may include:

- Standing and walking for an entire shift.
- Climbing stairs.
- Lifting or carrying objects weighing up to 50 lbs.

## **2.6 REGULATORY REQUIREMENTS**

The Supplier and its applicable employees must adhere to the following statutes and regulations:

- A. Possess and maintain a private security company license as described in RCW 18.170.060 and meet all requirements of RCW 18.170.
- B. Possess and maintain a private security guard license and meet all requirements of RCW 18.170.
- C. Receive training that meets or exceeds the requirements of WAC 308-18-300 and WAC 308-18-305.
- D. RCW 49.12 and WAC 296-126-092 regarding meal and rest periods. If a guard cannot leave their duty station, breaks and meals must be paid time.

## **2.7 EMPLOYEES AND CONDUCT**

All Security Guards assigned to this contract must:

- A. Be able to read, write, and converse proficiently in the English language.
- B. Maintain professional behavior, attitude, and demeanor. Security guards must treat community members respectfully.
- C. Identify and appropriately report potential criminal behavior to 911 or the City, as needed. As long as the guards' physical safety is not threatened, security guards will engage individuals to deter low-level negative behavior, such as unsanctioned graffiti painting, littering, car prowls, illegal parking, and trespassing. The Everett Police liaison will coordinate with the awarded contractor to determine the activities guards must report.
- D. Be capable of utilizing a computer or cell phone to fill out reports to provide to the City. Reports would include information such as the number of reports to police, the number of reports of other potential neighborhood incidents or conditions, or any information requested by the City.
- E. Have a general understanding of the Washington State Penal Law as well as rules and regulations concerning parking, unsheltered individuals, street obstructions, and traffic conditions and how they apply to the area.

Additionally, the supplier and security guards may be required to sign confidentiality statements.

## **2.8 SUPPLIER RESPONSIBILITIES**

The awarded supplier must provide the following:

- A. Distinctive and appropriate uniforms that are neat and clean in appearance. The uniform must identify the name of their employer and provide a form of identification, such as a name tag that is visible at all times.
- B. A designated primary and secondary Contract Administrator who are familiar with the requirements of the contract and can respond to questions and complaints within 24 hours.



- C. Cell phones and other necessary equipment to perform necessary tasks related to the service being performed.
- D. At the city's request, the Supplier must provide the results of background checks conducted on the City's assigned security guards.

Additionally, the Supplier must ensure that its staff does not use or disclose any information concerning a client or customer that was obtained while providing service under this Contract.

## **2.9 CITY OF EVERETT RESPONSIBILITIES**

The City of Everett will be responsible for the following:

- A. The City will provide an on-the-job hour-long orientation of the City and the expectations of the Supplier.
- B. At the time of award, provide the contact information of the Everett Police liaison who will work with the Supplier.
- C. Provide contact and program information for the supplier to refer individuals in need.

## **2.10 CONTRACT CHANGES**

The City of Everett reserves the right to make changes, additions to, or deductions from the Scope of Work provided that they conform to the general scope of services. The Supplier shall not affect any change without the prior written approval of the City of Everett.

## **2.11 SUBCONTRACTING**

The Contractor must obtain the City of Everett's written consent prior to entering into any subcontract under this contract.

## **2.12 PAYMENT**

Within thirty (30) days of a properly prepared invoice, in a form acceptable to the city, but not more often than once per month, the City of Everett will pay the Supplier according to the rate(s) stated on the price sheet.

No down payment or advance payment of any kind will be made. Washington State law requires the services rendered or the labor performed as described before payment may be made. All invoices must list the PO number and are to be submitted to the following address:

City of Everett – Attn: Kembra Landry  
2930 Wetmore Avenue, Suite 8A  
Everett, WA 98201  
KLandry@everettwa.gov

## **SECTION 3 – PROPOSAL EVALUATION PROCESS**

### **3.1 GENERAL**

All proposals will be reviewed to determine compliance with the requirements specified in the RFP. Proposals will be evaluated on how well they meet the city's needs, as described in the supplier's response to each requirement and the evaluation criteria identified in this RFP. It is important that the responses be clear and complete so that the evaluators can adequately understand all aspects of the proposal.

### **3.2 SELECTION PROCESS**

The City will select the proposal that, in its sole discretion, is the most advantageous to the City. The City reserves the right to make an award without further discussion of the proposal submitted; there may not be best and final offer procedure. Therefore, the proposal should be initially submitted on the most favorable terms that the supplier can offer. The specifications may be altered by the City of Everett based on the supplier's proposal, and an increase or reduction of services with the supplier may be negotiated before contract signing, award, and execution.

### **3.3 CONTRACT AWARD AND EXECUTION**

A contract award will be for the supplier that best meets the needs of the City of Everett.

The award of a contract to the successful supplier will be the notice of acceptance. The award of a contract will bind the supplier to furnish the service in accordance with the information herein, responses to questions, the supplier's proposal, other representations made, as well as all other terms and conditions of the contract in its final form.

### **3.4 EVALUATION CRITERIA**

Proposals will be evaluated based on the following weighted criteria and how well they meet the needs and requirements as described in the RFP.

Minimum Qualifications: The City of Everett will first examine proposals to eliminate those that do not meet the following minimum qualifications.

#		Points	Description
1	Eligibility	Pass/Fail	Minimum requirement(s): <ul style="list-style-type: none"><li>• Possess and maintain a private security company license as described in RCW 18.170.060 and meet all requirements of RCW 18.170.</li></ul>

#	Criteria	Points	Description
1	Qualifications and Relevant Experience	100	Evaluate responses to Questionnaire 4.03.
2	Technical Capability, Approach, and Capacity	90	Evaluate responses to Questionnaire 4.03.
3	Communication, Customer Services, and Training	75	Evaluate responses to Questionnaire 4.03.

4	Risk, Performance, and Quality Assurance	35	Evaluate responses to Questionnaire 4.03.
5	Price Proposal	100	Evaluate Suppliers' price proposals to determine if the cost is fair and reasonable. Proposed prices: <ul style="list-style-type: none"> <li>• are realistic for the work to be performed and</li> <li>• demonstrate that the Supplier understands the Scope of Work.</li> </ul>
	Total	400	

### 3.5 **INTERVIEWS**

The City of Everett may request interviews with the highest-ranked Supplier(s). The purpose of the interview, if held, will be to further review the finalist(s) in specific areas to determine which proposal provides the best fit and value to the City of Everett. The finalist (s) must have key employees available for these interviews. The City of Everett will notify the finalist(s) as to the time, date, and location for an interview or conference call.

## **SECTION 4 – PROPOSAL SUBMITTAL REQUIREMENTS**

### **4.1 SUBMITTAL REQUIREMENTS**

Suppliers must provide a proposal that must demonstrate an understanding of the project requirements as stated throughout this Request for Proposal.

Proposals in response to this RFP must be submitted in the order specified below. Proposal responses must include:

- 1. Supplier Commitment and Information (included)**
- 2. Price Sheet (included)**
- 3. Narrative responses** to the questions asked. Suppliers should re-type the heading, question identifier, and question. Then, answer the questions and provide in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.
- 4. Certificate of Non-Debarment/Suspension (included)**
- 5. Certification Regarding Lobbying by Contractor (included)**
- 6. Disclosure of Lobbying Activities (included)**
- 7. Signed SAMHSA Clauses**

### **4.2 SUGGESTED RESPONSE FORMAT**

- Standard 8 1/2" x 11" paper
- Single or double-sided, numbered pages
- Typed with a minimum of 12-point font
- Form 4.03 – re-type the question before responding

## **FORM 4.02 PRICE SHEET**

### **REQUEST FOR PROPOSAL #2025-036 PATROL SECURITY SERVICES**

Supplier Name:

Price proposals for services other than those specified will not be considered unless authorized by the solicitation.

\*Estimated hours are considered to be the operating hours listed in Section 2 for the duration of the original contract period.

If there is a conflict between the hourly rate and the extended price, the hourly price shall govern.

#	Description per Section 2 Specifications	Hourly Rate	Estimated Hours*	Extended Price
1	Unarmed Security Guard Services – Monday - Friday	\$ 52.50	992	\$ 55
2	Unarmed Security Guard Services – Saturday and Sunday	\$ 57	1088	\$ 60
3	Unarmed Security Guard Services – Holiday Rate	\$ 105	48	\$ 110
4	Unarmed Security Guard Services – Overtime	\$ 78.75	1	\$ 82
<b>Subtotal:</b>				\$ 119,214.75
<b>9.9% Tax:</b>				\$ 11,802.26
<b>Base Security Services Total:</b>				\$ 131,017.01

<b>B.</b>	<b>Optional Services</b>	
Security Guards may spend parts of their shift driving around the city instead of walking. Driving should not exceed 25% of the shift. While driving, the driver must possess a valid Washington State Driver's License or equivalent out-of-state license.		Rate per hour
Walking and Driving Security Guard Services – Monday - Friday		\$ 57.75
Walking and Driving Security Guard Services – Saturday and Sunday		\$ 60
Walking and Driving Security Guard Services – Holiday Rate		\$ 115.50
Walking and Driving Security Guard Services – Overtime		\$ 86.63

<b>C. Optional Services</b>	<b>Rate per hour</b>
Armed Security Guard Services – Monday - Friday	\$ 92
Armed Security Guard Services – Saturday and Sunday	\$ 95
Armed Security Guard Services – Holiday Rate	\$ 184
Armed Security Guard Services – Overtime	\$ 138

## **FORM 4.03 QUESTIONNAIRE**

Suppliers must complete this “Questionnaire” providing the information in the same order requested below. Suppliers may emphasize in their narrative any areas of their proposal that they believe exceed our requirements.

### **1. Qualifications and Relevant Experience**

- A.** Briefly describe your company. Include how long the company has been in business.
- B.** Describe the qualifications of your company, as well as its business experience and achievements.
- C.** If awarded this contract, who are you proposing to be the account manager? What is their experience with this work and other aspects pertinent to this project? What are their years of experience, years in the industry, years with the firm, years of applicable licenses, etc.? Provide a list of three major projects that the person has been involved in and their role.
- D.** What is your annual staff turnover rate for the past three years?
- E.** What characteristics most distinguish your organization from your competitors?
- F.** Describe your experience with federal grant funding. Include whether you have received federal grant awards before and your firm’s experience with 2CFR.200 compliance.
- G.** Provide the qualifications and experience of the proposed staff providing service under this contract, including any training such as de-escalation, CPR, first aid etc., certifications, or expertise of all staff working within this contract.

### **2. Technical Capability, Approach, and Capacity**

- A.** Describe how the organization will deliver the services requested in the Scope of Work. Include your staffing availability.
- B.** Please describe the proposed program's staffing, administration, and management.
- C.** Provide a timeline plan for this project and include any City of Everett staff time requirements.
- D.** State whether a change in contract rates would be required, should the program be expanded, and at what level of expansion any rate increase would take effect.
- E.** Describe your process to ensure compliance with Washington State and Federal laws and regulations.
- F.** Describe any data management and tracking systems you use and how you will provide monthly reports.

### **3. Communication, Customer Services, and Training**

- A.** Describe how your company or project manager will keep the City of Everett timely informed of any issues related to delivering the services described in this RFP.
- B.** How do you handle changes or adjustments to the project, and what communication protocols will be in place for such changes?

- C.** How do you define and measure your customer service standards, and what methods do you use to ensure customer satisfaction?
- D.** Provide examples that demonstrate your ability to provide effective communication and customer service.
- E.** Describe your company's customer service. What is your company's policy for returning calls and e-mails?
- F.** Where is your office located, and what are your customer service hours (Pacific Time)?

#### **4. Risk, Performance, and Quality Assurance**

- A.** Submit no more than five (5) completed relevant project experiences within the past five years that demonstrate successful contract performance similar in size and scope as described in this RFP, including any government experience. Include the following for each reference:
  - a. Company name and full address
  - b. Point of contact name, title, e-mail address, and phone number
  - c. Contract title, number, start and completion dates
  - d. Contract description & order/service details
- B.** Have you defaulted on any contracts within the past three years or failed to meet contract terms? If so, describe.



**FORM 4.04 CERTIFICATE OF NON-DEBARMENT/SUSPENSION**  
**REQUEST FOR PROPOSAL #2025-036 PATROL SECURITY SERVICES**

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER

INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER TIER COVERED TRANSACTIONS

**THIS FORM MUST BE COMPLETED BY THE PRIME SUPPLIER AND ANY SUB-TIER SUPPLIERS THAT WILL BE AFFILIATED WITH THE WORK IN THIS PROPOSAL. RETURN ALL COMPLETED FORMS WITH ORIGINAL PROPOSAL PACKAGE.**

The Lower Tier Participant (Applicant for a third-party subcontract or subgrant under a federal funded project),

Risk Solutions Unlimited hereinafter referred to as *Supplier*, certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Supplier is unable to certify to any of the statements in this certification, such Supplier must attach an explanation to this submittal.

The Supplier, Risk Solutions Unlimited, certifies or affirms the truthfulness and accuracy of the contents of the statements submitted on or with this certification and understands that the provisions of 31 U.S.C. Section 3801 et seq. and Title 2 CFR Part 180 are applicable thereto.



Signature of Authorized Official

Senior Analyst

Title of Authorized Official

04/18/2025

Date

## **FORM 4.05 CERTIFICATION REGARDING LOBBYING BY CONTRACTOR (150K & ABOVE)**

Pursuant to 45 CFR Part 93.110 (which is by this reference incorporated herein), the undersigned certifies, to the best of his or her knowledge and belief, that:

- A.** No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned must complete and submit Standard Form-LLL *Disclosure Form to Report Lobbying*, in accordance with its instructions.
- C.** The undersigned must require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients must certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Risk Solutions Unlimited, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, *et seq.*, apply to this certification and disclosure, if any.

  
\_\_\_\_\_  
Signature of Contractor

Roland Grimm  
\_\_\_\_\_  
Print Name

Senior Analyst  
\_\_\_\_\_  
Title

04/18/2025  
\_\_\_\_\_  
Date

4200 Meridian St Suite 105  
\_\_\_\_\_  
Address

Bellingham, WA 98226  
\_\_\_\_\_  
City, State, ZIP

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

## FORM 4.06 DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

0348-0046

<b>1. Type of Federal Action:</b> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		<b>2. Status of Federal Action:</b> a. bid/offer/application b. initial award c. post-award		<b>3. Report Type:</b> a. initial filing b. material change  <b>For Material Change Only:</b> year       quarter Date of last report: _____	
<b>4. Name and Address of Reporting Entity:</b>  <div style="display: flex; justify-content: space-between;"> <span><b>Prime</b></span> <span><b>Subawardee</b></span> </div> Tier _____ <i>if known:</i>  <b>Congressional District, if known:</b> 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>   <b>Congressional District, if known:</b>		
<b>6. Federal Department/Agency:</b>			<b>7. Federal Program Name/Description:</b>   CFDA Number, <i>if applicable:</i>		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b>  \$		
<b>10. a. Name and Address of Lobbying Registrant</b> <i>(if individual, last name, first name, MI):</i>			<b>b. Individuals Performing Services</b> <i>(including address if different from No. 10A)</i> <i>(last name, first name, MI):</i>		
Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure must be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>				Authorized for Local Reproduction  Standard Form LLL (Rev. 7-97)	

(See next page for instructions.)

## **INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form must be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying registrant under the Lobbying

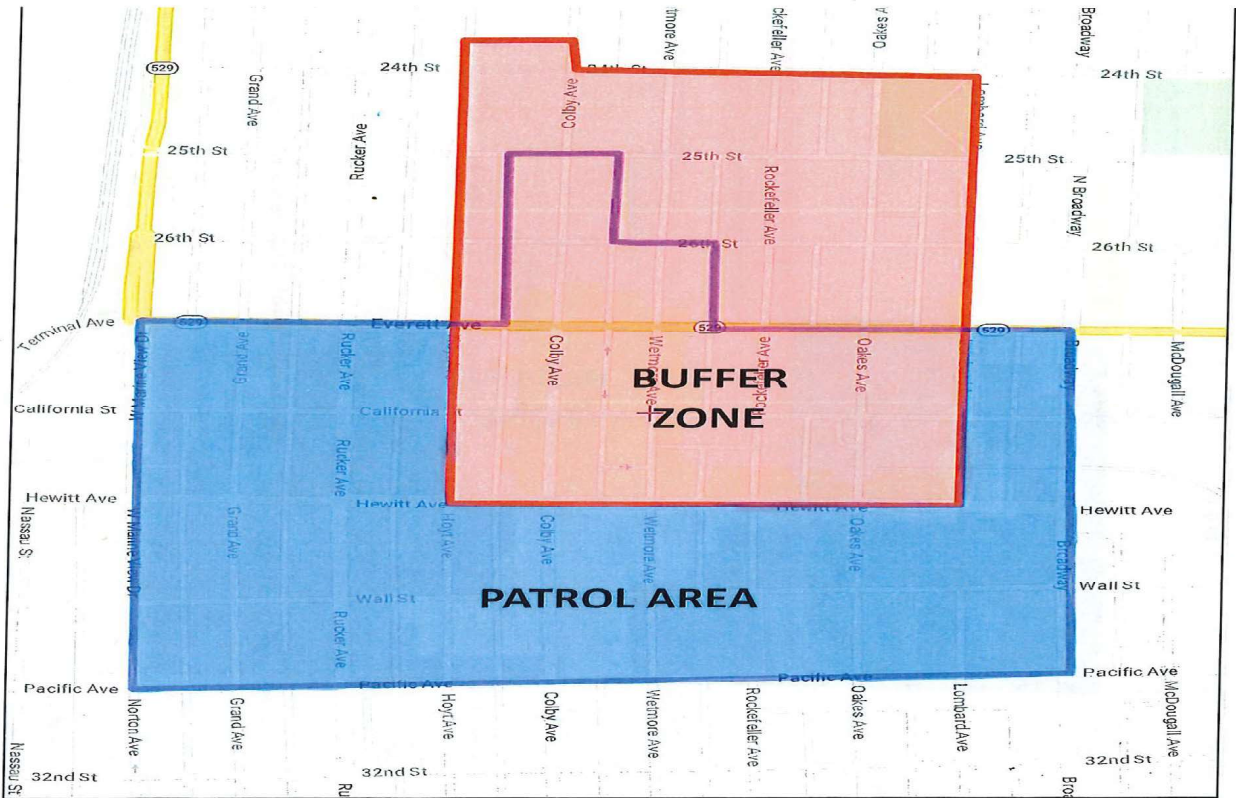
Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

**11.** The certifying official must sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

APPENDIX A - REQUIRED PATROL AREA



## **APPENDIX B - SAMHSA CLAUSES**

CITY OF EVERETT - COMMUNITY DEVELOPMENT DIVISION  
SAMHSA TERMS AND CONDITIONS  
PATROL SECURITY SERVICES RFP# 2025-036

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES  
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES ADMINISTRATION (SAMHSA) (ALN #93.493)**

SPECIAL TERMS AND CONDITIONS UNDER THE CONSOLIDATED APPROPRIATION ACT, 2024 [P.L. 118-47]  
AND FY2024 CONGRESSIONAL DIRECTIVE SPENDING (FG-24-099)

“EVERETT ALTERNATIVE RESPONSE TEAM”  
AWARD NUMBER: 1H79FG001343-01

USE OF SAMHSA FUNDS: SAMHSA's mission is to reduce the impact of substance use and mental illness on America's communities. SAMHSA works in partnership with states, communities, and private organizations to advance mental and substance use disorder prevention, treatment, and recovery services to improve individual, community, and public health. Funds approved for this award must be used in support of the SAMHSA mission.

Contractors who benefit from the use of SAMHSA funds allocated from the City of Everett under Award 1H79FG001343-01 shall comply with the following terms and conditions.

**I. Standard Terms and Conditions**

- a. This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:
  - i. The grant program legislation and program regulation cited in the Notice of Award dated September 10, 2024;
  - ii. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award;
  - iii. [2 CFR 200](#), as applicable;
  - iv. [45 CFR Part 75](#) as applicable;
  - v. [The HHS Grants Policy Statement](https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf) (https://www.hhs.gov/sites/default/files/hhs-grants-policy-statement-october-2024.pdf);
  - vi. [Fiscal Year 2024 Award Standard Terms](https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf) (https://www.samhsa.gov/sites/default/files/fy24-award-standard-terms-conditions.pdf).

**II. Special Terms and Conditions**

- a. Standards for Financial Management
  - i. Recipients and subrecipients are required to meet the standards and requirements for financial management systems set forth in 45 CFR part 75 Subpart D. The financial systems must enable the recipient and subrecipient to maintain records that adequately identify the sources of funds for federally assisted activities and the purposes for which the award was used, including authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and any program income. The system must also enable the recipient and subrecipient to compare actual expenditures or outlays with the approved budget for the award. SAMHSA



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funds must retain their specific identity – they may not be commingled with non-federal funds or other federal funds. Commingling funds typically means depositing or recording funds in a general account without the ability to identify each specific source of funds with related expenditures.

b. Treatment of Program Income

- i. Use of program income – Additive: Recipients will add program income to funds committed to the project to further eligible project objectives. Sub-recipients that are for-profit commercial organizations under the same award must use the deductive alternative and reduce their subaward by the amount of program income earned.
- ii. In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than \$10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

c. Budget and Expenditure of Funds

- i. Recipients are expected to plan their work to ensure that funds are expended within the contracted budget period. If activities proposed in the approved budget cannot be completed within the current budget period, the City of Everett cannot guarantee the approval of any request for carryover of remaining unobligated funding.
- ii. Prior approval is required for but is not limited to: a change in key personnel and level of effort, a budget revision, and a change in scope.

d. Allowable, allocable, reasonable, and necessary costs

- i. Recipients must exercise proper stewardship over Federal funds and ensure that costs charged to awards are allowable, allocable, reasonable, necessary, and consistently applied regardless of the source of funds according to Reasonable Costs consideration per 2 CFR 200.404 and the Factors affecting allowability of costs per 2 CFR 200.403. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost.
- ii. Subrecipients are responsible for ensuring that costs allocated to the grant award are reasonable and allowable in accordance with the Notice of Funding Opportunity and all applicable Policies & Regulations.

e. Non-supplant

- i. Federal award funds must supplement, not replace (supplant) nonfederal funds. All recipients who receive awards under programs that prohibit supplanting by law

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must ensure that federal funds do not supplant funds that have been budgeted for the same purpose through non-federal sources. Applicants or award recipients may be required to demonstrate and document that a reduction in nonfederal resources occurred for reasons other than the receipt of expected receipt of federal funds.

f. Unallowable Costs

i. Client Assistance

1. Client Assistance costs are not guaranteed as a use of funds and should receive written approval from the City of Everett before submittal for reimbursement. If found to be eligible, client assistance be considered as a temporary solution to address a specific need that advances mental and substance use disorder prevention, treatment, and recovery services.

ii. Meals (food not allowable) are generally unallowable unless specifically stated as an allowable expense in the NOFO.

iii. Entertainment (45 CFR 75.438)

1. Costs of entertainment, including amusement, diversion, and social activities and any associated costs are unallowable, except where specific costs that might otherwise be considered entertainment have a programmatic purpose and are authorized either in the approved budget for the Federal award or with SAMHSA's prior written approval.

iv. Promotional Materials (45 CFR 75.421(e)(3))

1. Appropriated funds shall not be used to pay for promotional items and memorabilia including, but not limited to, gifts, souvenirs, clothing, and commemorative items such as pens, mugs/cups, folders/folios, lanyards, and conference bags.

v. Stipends or payments made to individuals are generally unallowable unless they are permitted by a program's statute authorizing or implementing regulations or they are payments made to individuals under a Traineeship, Fellowship, and Similar Award Made to Organizations on Behalf of Individuals.

g. Consistent Treatment of Costs

- i. Recipients must treat costs consistently across all federal and non-federal grants, projects and cost centers. Recipients may not direct-charge federal grants for costs typically considered indirect in nature, unless done consistently. If part of the indirect cost rate, then it may not also be charged as a direct cost. Examples of indirect costs include (administrative salaries, rent, accounting fees, utilities, office supplies, etc.). If typical indirect cost categories are included in the budget as direct costs, it is SAMHSA's understanding that your organization has developed a cost accounting system adequate to justify the direct charges and to avoid an unfair allocation of these costs to the federal government. Also, note that all awards are subject to later review in accordance with the requirements of 45 CFR 75.364, 45 CFR 75.371, 45 CFR 75.386 and 45 CFR Part 75, Subpart F, Audit Requirements.

h. Indirect Charges

- i. Indirect costs or General, Facilities, and Administration costs are those expenses incurred for common or joint objectives which cannot be readily identified with an

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individual project or program but are necessary for the operations of the organization. Costs must be consistently charged as either indirect or direct costs but may not be double charged or inconsistently charged as both. Subrecipients must submit Indirect Costs in compliance with 2 CFR 200 under either the Modified Total Direct Cost (MTDC) method or by providing a NICRA for City review and approval.

- i. Award Payments
  - i. Payments under this award will be made on a reimbursement basis.
- j. Flow down of requirements to sub-recipients
  - i. The City of Everett, as the awardee organization, is legally and financially responsible for all aspects of this award including funds provided to sub-recipients, in accordance with 45 CFR 75.351 75.352, Subrecipient and contractor determinations.
- k. A subrecipient's failure to comply with the terms and conditions of this award, may cause the City of Everett or SAMHSA to take one or more actions, depending on the severity and duration of the non-compliance. The City of Everett and SAMHSA will undertake any such action in accordance with applicable statutes, regulations, and policies.
- l. Risk Assessment
  - i. The City of Everett and the Office of Financial Advisory Services (OFAS), SAMHSA may perform an administrative review of your organization's financial management systems, policies, procedures and records. If the review discloses material weaknesses or other financial management concerns, grant funding may be restricted in accordance with 45 CFR 75/2 CFR 200, as applicable. The restriction will affect your organization's ability to be reimbursed for funds used until the concerns are addressed.

**III. Closeout Requirements**


- a. Subrecipients must complete all actions required for closeout to include:
  - i. Liquidate all obligations incurred under the award. All payment requests must be submitted within 30 days of the post-award reconciliation/liquidation period.
  - ii. Reconcile financial expenditures to the reported total disbursements and charges in the City's PMS Account.
  - iii. Return any funds due to PMS as a result of refunds, corrections, or audits.
- b. Subrecipients must close the award in accordance with 2 CFR 200.344
  - i. Closeout and the terms and conditions listed in the Notice of Award.
  - ii. Recipients must liquidate all obligations incurred under an award no later than thirty (30) days after the end of award obligation and project period. Late withdrawal requests occurring after the aforementioned 30-day post award reconciliation/liquidation will be denied.
- c. Reporting
  - i. Final reports are due to the City of Everett no later than thirty (30) days after the end of the project period. Final reports include:
    - 1. Final Financial Report;
    - 2. Final Progress Report or other reports required by the terms and conditions of the award.

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3. If applicable, a Tangible Personal Property Report (TPPR SF-428, SF-428B & if needed additional forms from SF-428 series) to account for any property acquired with federal funds or indicate on the form that you have no property to report.
- ii. Failure to complete the closeout actions in 30 days after the project period end may result in a unilateral closeout of the grant by the City of Everett and/or SAMHSA. This may affect future funding of federal programs and result in the reimbursement of funding to the City of Everett and/or SAMHSA. If the recipient does not submit all reports satisfactorily in accordance with 2 CFR 200.344 and 2 CFR 200.339, the City of Everett and/or SAMHSA will report the recipients material failure to comply with the terms and conditions of the award with the OMB-designated integrity and performance system.

**IV. Compliance with Award Terms and Conditions**

- a. FAILURE TO COMPLY WITH THE ABOVE STATED TERMS AND CONDITIONS MAY RESULT IN ACTIONS IN ACCORDANCE WITH 45 CFR 75.371, REMEDIES FOR NON-COMPLIANCE AND 45 CFR 75.372 TERMINATION. THIS MAY INCLUDE WITHHOLDING PAYMENT, DISALLOWANCE OF COSTS, SUSPENSION AND DEBARMENT, TERMINATION OF THIS AWARD, OR DENIAL OF FUTURE FUNDING.
- b. All previous terms and conditions remain in effect until specifically approved and removed by the City of Everett and the SAMHSA Grants Management Officer.

Company Name: Risk Solutions Unlimited	
Authorizing Official Name: Roland Grimm	Authorizing Official Title: Senior Analyst
Authorizing Official Signature and Date:  04/18/2025	

## **SECTION 5 – ACRONYMS & DEFINITIONS**

**Bidder:** see “Supplier”.

**CFR:** Code of Federal Regulations.

**City:** refers to the City of Everett (“COE”), located in Washington State.

**Contractor:** see “Supplier”.

**Contract Administrator:** see “Procurement Professional”.

**Cost Analysis:** comparison of offered price to the offeror’s own costs and evaluation of the difference (profit).

**Desired Features:** features that a requested commodity or solution does not have to possess to be considered responsive. However, inclusion of such features are considered value added qualities that may lead to a higher level of success and evaluation score for the proposal response. These are in addition to the salient characteristics included in the solicitation.

**L&I:** the Washington State Department of Labor and Industries.

**Lower Tier Participant:** see “Supplier”.

**Mandatory Features:** a condition set out in the scope of work or specifications that must be met without alteration. Not meeting a mandatory requirement may be grounds for disqualification of a bid or proposal.

**Must:** see “Shall”.

**Offeror:** see “Supplier”.

**Price Analysis:** comparison of proposed price to comparable pricing data.

**Prime Contractor:** see “Supplier”.

**Procurement Professional:** the individual in Procurement assigned by the City of Everett who is responsible for resolving contractual issues and supporting the Project Manager during Contract performance. This includes the issuance of a written document to amend, modify, or deviate from the Contract terms, conditions, requirements, specifications, details, or delivery schedule.

**Project Manager:** the individual assigned by the requesting department that is responsible for managing, inspecting, and monitoring all Contractor work performed to ensure compliance with the contract requirements. The Project Manager is the Contractor’s primary point of contact and acts as the agency’s representative in charge of work at the site.

**Proposer:** see “Supplier”.

**RCW:** Revised Code of Washington.

**Recipient:** see “City”.

**Shall or Must:** the terms “shall” or “must” are used whenever a specification expresses a requirement by either the City or the Supplier.

**Subcontractor:** the individual, association, partnership, firm, company, corporation, or joint venture entering into an agreement with the Supplier to perform any portion of the work covered by this contract.

**Submittals:** information which is submitted to the City of Everett by the Supplier.

**Supplier:** the individual, association, partnership, firm, company, corporation, or a combination thereof, including joint ventures, submitting a response to perform the work.

**UCC:** Uniform Commercial Code.

**WAC:** Washington Administrative Code.