

# AGENDA REQUEST FORM

Return completed form and complete agenda item to the Clerk of the Board  
Yakima County Commissioners' Office, Room 232

Prepared by:

Iniguez

Department: Purchasing / HR

Requested Agenda Date: 02/03/2026

Presenting: N/A

Document Title:

In the matter of authorizing advertisement for bids for Benefit Broker Services.

Action Requested: *Check Applicable Box*

- PASS RESOLUTION  EXECUTE or AMEND **AGREEMENT CONTRACT or GRANT**  
 ISSUE PROCLAMATION  PASS ORDINANCE  OTHER \_\_\_\_\_

Describe Fiscal Impact:

N/A

Background Information:

Yakima County Human Resources seeks Benefit Broker Services.

Summary & Recommendation:

Department recommends approval of advertisement for "Call for Bids" for services.

Motion:

Department Head/ Elected Official



Signature

**AGREEMENT** Attached Is Approved as to Form  
Corporate Counsel Initial

*Late Agenda Requests Require BOCC Chairman Signature*

# **BOARD OF YAKIMA COUNTY COMMISSIONERS RESOLUTION**

**IN THE MATTER OF AUTHORIZING  
APPROVAL FOR THE ADVERTISING OF  
A REQUEST FOR PROPOSAL FOR  
HUMAN RESOURCES FOR BENEFIT  
BROKER SERVICES**

**0 3 8 - 2 0 2 6**

**WHEREAS**, it is the intention of Yakima County Human Resources to request proposals for Benefit Broker Services; **and**,

**WHEREAS**, the specifications and instructions are located on PublicPurchase.com with instructions on submitting proposals; **now, therefore**,

**BE IT HEREBY RESOLVED** by the Board of Yakima County Commissioners that authorization is hereby given for advertisement for Benefit Broker Services request for proposals.

**DONE, February 3<sup>rd</sup>, 2026**

*Attest:*

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Julie Lawrence, Clerk of the Board

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LaDon Linde, Chair

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Amanda McKinney, Commissioner

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Kyle Curtis, Commissioner

Request for Proposal  
Yakima County



## Human Resources

RFP Documents & Specifications for

RFP NO. 2026-02-01  
Benefit Broker Services

February 03, 2026

## BOARD OF YAKIMA COUNTY COMMISSIONERS

### NOTICE TO PROPOSERS RFP 2026-02-01

Yakima County is soliciting bids for the following project:

#### **Benefit Broker Services for Yakima County Human Resources - RFP 2026-02-01**

NOTICE IS HEREBY GIVEN by the undersigned that electronic sealed Proposals will be accepted via PublicPurchase.com until the hour of 2:00:00 PM on March 5<sup>th</sup>, 2026. RFP submittals will be electronically opened shortly after 2:00:00 PM in Room 231, at the Yakima County Courthouse, 128 N. 2nd Street, Yakima WA 98901 for preliminary review.

Instructions to register with PublicPurchase.com and bid are available online at <https://www.yakimacounty.us/303/Purchasing-Department>.

Specifications may be obtained online at <https://www.yakimacounty.us/303/Purchasing-Department>, click on Bid Openings.

*The Board of County Commissioners reserves the right to reject any and all bids, or parts thereof as it does in any Request for Proposals. With this specific RFP, the Board of County Commissioners reserves the right to reject any and all bids or parts thereof in the best interests of the County.*

**DONE,**

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Julie Lawrence, Clerk of the Board

Publish: *Yakima Herald-Republic*: 02/05/2026

Bill: Yakima County HR

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## SECTION 1: INTRODUCTION

Yakima County is seeking proposals from qualified Offerors ("Offeror") to assist with the on-going assessment and analysis of the County's health and welfare benefit programs and potential alternatives to existing funding options, plan designs and carriers for specific employee groups. The initial contract term will be for three (3) years with the ability to extend 2 additional years upon approval of both parties.

The selection process is open to all, and Yakima County encourages applicants.

## SECTION 2: BACKGROUND AND CURRENT OPERATIONS

Located in south-central Washington State north of the Columbia River Gorge, Yakima County is a fertile and agriculturally well-rounded county characterized by a diverse landscape and excellent wine production. Bordered by the Cascade Mountains in the west and rolling hills in the east, Yakima County features very fertile farmland filled with mineral deposits from previous volcanic eruptions. Once the County was irrigated in the late 1800s, crops such as cherries, pears, apples, and other tree fruits along with wine and hops flourished, supplemented by the growth of tree, livestock, and dairy farms. Yakima County, sometimes called the State's fruits basket, has historically relied on agriculture making agriculture the staple of its economy over the last 100 years. Renowned for its exceptional wine grapes, wine tourism has brought some economic diversification to the region. Yakima County has received international attention for its burgeoning wine business and continues to support a growing tourism industry as wineries grow.

Yakima County is 4,296 square miles, or approximately 2.75 million acres, making it the second largest county in Washington by land, or 8<sup>th</sup> largest county in Washington by population (over 260,000 residents). Three entities own over 1.7 million of the total acres of Yakima County. The county seat and most populous city is Yakima. The City of Yakima, the 11th largest city in the state, contains over 35% of the population (97,012). 90% of the state's population is within a 3-hour drive from Yakima.

The County leadership team consists of 10 elected officials, 12 elected judges and 9 Department heads. The County has over 900 employees and a total annual budget of over \$300 million and employs over 900 employees across 27 work locations.

## SECTION 3: SCOPE OF SERVICE

The County is seeking to name a Broker of Record for the County's employee insurance benefits and is looking for continuity of services in the rapidly changing area of employee benefits. The County is particularly interested in a broker who can offer creative, innovative approaches, with a proven track record, that allows the County to implement a self-insured health insurance program, maintain quality voluntary programs, provide good health outcomes for County staff and their covered dependents, and

contain or reduce per capita costs. The County provides comprehensive wellness and volunteer benefits to all employees. The Broker of Record will be tasked with providing medical, prescription, dental and vision coverage for approximately 750 employees and 100 retirees that may be Medicare eligible. The Broker will also be tasked with negotiating voluntary benefit for all eligible employees.

The selected broker will perform a full range of benefit program services related to the acquisition, implementation, maintenance, communication and improvement of the County's employee health insurance benefits for specific employee groups. The selected broker shall provide services, including, but not limited to, the following:

**A. Analysis, Reporting and Plan Design Assistance**

1. Develop a comprehensive self-insured benefits strategy, including plan design, provider network selection and cost-control measures and review of other self-insured plan options for consideration.
2. Manage the RFP process to secure a Third-Party Administrator (TPA) for claims administration and other services.
3. Secure the most competitive and suitable stop-loss insurance to protect the County from catastrophic claims.
4. Advise on and negotiate provider network contracts, which may include direct contracting opportunities.
5. Manage the full transition from the current fully-insured plan to the new self-insured structure.
6. Provide adhoc financial management of the benefit program as requested, including analysis of cost, claims and trends, and program utilization to keep the County abreast of the plans performance throughout the year.
7. Meet at least quarterly with County plan administrators and managers and Employee Benefit Committee
8. Provide assistance with the development of and planning of long-range health insurance strategies, providing updates on the status of the ACA and other health care developments.
9. Review calculation and analysis of County's Actuarial Compilations including but not limited to; bi-annual IBNR 6/30 & 12/31, 5 year cost project (every other year), annual rate refresh (June through May) and potential plan consolidation or modification reviews.
10. Monthly Claims tracking (i.e. monthly experience report) with emphasis on large claims for each plan year.

11. Assist with periodic Employee Benefit Committee presentations including but not limited to claim trends, projections and cost alternatives.

**B. Liaison and Problem Intervention**

1. Maintain an active, ongoing relationship with the service providers/insurance carriers to ensure smooth operation and delivery of benefits as well as assisting County HR staff with an intervention of any enrollment issues or resolution of coverage claim questions or problems.
2. Provide dedicated customer service via phone, email and web portal to County employees and their dependents to assist in the resolution of coverage claim questions and/or problems.

**C. Compliance**

1. Keep abreast of state and federal regulations for compliance and issues and advise accordingly.
2. Ensure that plans and programs follow state and federal regulations and industry standards.
3. Providing on-site training to County staff, as needed, regarding regulatory updates and/or best practices seminar for the effective administration of the benefits plan.
4. Monitor services provided by insurers to ensure compliance with terms of contracts.
5. Review and disseminate information to staff on new or revised state and federal legislation that impacts the County's benefits programs.
6. Assist County staff with annual state self-insurance reports and regular audit requirements.
7. Act as an expert witness in an Interest Arbitration or a labor negotiation as needed. Speak professionally to the County's and Union's position on Health Benefits, including reviewing the relevant data and analysis conducted on both parties' proposals and analysis of the County's comparable counties in Washington.

**D. Renewal Process and Evaluation**

1. Negotiate renewal terms on behalf of the County.
2. Review and make recommendations regarding the modifications of plan design, benefit levels, rates and premiums, communications and quality of current benefit plans.
3. Conduct thorough and applicable market research in preparation for contract renewals, where appropriate.

4. Represent the County in all negotiations with providers on various topics including, but not limited to, premiums, benefit levels, and plan design, performance measures and guarantees, contractual terms and conditions, and quality assurance standards.
5. Review and compile contract certificate, summary plan descriptions and plan booklets annually.
6. Participate and aid in RFPs for coverage. Prepared detailed bid specifications for insurers in cooperation with County staff. Manage plan transitions as necessary

#### **E. Other Service Requirements**

1. Assist in the development and implementation of an employee wellness program to improve employee health and reduce employee health-care costs, both in the short and long-term.
2. Develop and maintain an employee communication web portal that provides materials to clearly convey all aspects of employee benefits, highlights new or changing aspects and other important information to plan participants. Work with staff and providers in the development of open enrollment materials for use by members as requested.
3. Participate and assist in the County's annual open enrollment meetings and fairs, including coordinating provider attendance and participation.
4. Attendance and assistance with meetings with the County Board of Commissioners, County staff, Employee Benefit Committee and labor groups.

### **SECTION 4: QUALIFICATIONS**

1. The Offeror must have at least ten (10) years of experience in employee benefit consulting or its equivalent. Experience with self-insurance and public entities with a unionized workforce is highly desirable.
2. The Offeror must be legally authorized to do business in the State of Washington and must meet all licensing and other requirements imposed by State and Federal laws and regulations.
3. The Offeror must have experienced staff, possessing comprehensive knowledge of benefit administration pertaining to public employers.
4. The Offeror must possess knowledge of applicable laws, regulations and codes and must be familiar with local conditions and trends relating to group insurance in Washington.
5. The Offeror's office must have staff available for in-person meetings and provide

assurance of reasonable staffing continuity over the contract period.

6. The Offeror must carry the appropriate business insurance including professional liability/errors and omissions insurance.
7. The Offeror must disclose and explain any sanctions, audits, investigations or disciplinary actions taken by any federal regulatory agency or regulatory from a state in which Offeror is currently licensed to conduct business.
8. Prior to contract execution the County must receive and approve a completed Statement of Work from the Offeror. To complete the Statement of Work, the successful Offeror must work with the County to reconcile all differences between the RFP and the Offeror's Proposal so that both parties understand and agree on each specification and identify if there are base elements that were not included in the RFP that are recommended

## SECTION 5: PROPOSAL REQUIREMENTS

1. Letter of interest
2. Overview and prospectus of firm and key personnel assigned to the project.
3. Confirm that your firm and key staff are properly licensed to conduct business in Washington State.
4. Briefly describe the financial stability and resources of your firm.
5. Names of person(s) that will be assigned to Yakima County's account and provide details of qualifications, experience, and role of the person(s) as it relates to our account.
6. Detail your familiarity with Washington State's healthcare market, carriers provider networks and relevant state regulations.
7. Outline your proposed strategy for helping us transition to a self-insured plan, including a preliminary timeline.
8. Explain your process for selecting and securing a TPA and stop-loss carrier.
9. Describe specific strategies you employ to help clients control healthcare costs and improve outcomes.
10. Brief summary of services that will comply with the same level of services the County is currently receiving along with any special services unique to Offeror.
11. Associated fees.
12. Detailed explanation of proposed compensation and specifically what services are included in this fee. Also include the types of services which Offeror considers outside the scope of this proposal and what fees might be associated with that work. Offeror's explanation should specify the source of compensation as: fees, commissions, monthly retainer, etc.
13. Explanation of any requested changes to the terms of the professional services contract attached.
14. Submit three (3) references (preferably of similar size and demographics to Yakima County) for which Offeror has provided consultant and/or broker services. Include in this submittal: the name of the government/company, address, contact name, phone number.
15. Acknowledge that the information contained in this bid proposal process is public information after the committee review process is completed.

16. Acknowledge that during the review process further information may be requested to further evaluate qualifications.
17. Acknowledge that at Yakima County reserves the right to award by item, groups of items or total proposal, reject any and all bids in whole or in part, and to waive any informality if it is determined to be in the best interest of the County.

## SECTION 6: EVALUATION, SELECTION PROCESS, AND SCHEDULE OF EVENTS

The award of the contract may be made to the most responsive proposal offering a product of service deemed suitable for use by the County.

The evaluation of proposals and the determination as to the quality shall be the sole and final responsibility of the County and will be based on the information furnished by the Proposer. In the evaluation of otherwise responsible bids/quotes, the proposer's experience, delivery time and responsibility in performing other contracts will be considered. The proposals will be scored using the following criteria:

Scoring Criteria	Points Possible
1. Experience & Qualifications	25
2. References & Account Support	25
3. Scope and Continuity of Services	25
4. Costs / Fees	25
<b>Total</b>	<b>100 Points</b>

NOTE: The selection committee will not consider any proposal which is not received by the stated deadline or which is deemed incomplete. The County reserves the right (i) to reject any and all proposals or any part of any proposal, (ii) to waive minor defects or technicalities, or (iii) to solicit new proposals on the same project or on a modified project that may include portions of the originally proposed project as the County, in the exercise of their sole and unfettered discretion, may deem necessary. Proposers may be required to submit satisfactory evidence that they have the necessary financial resources to perform and complete the work outlined in this RFP.

Upon completion of negotiations, the Committee will develop the contract and submit it to the Board of County Commissioners.

Submission of a proposal implies the Respondent's acceptance of the evaluation criteria and process and recognition that subjective judgments may be made by the Evaluation Committee.

**Schedule of Events:** The following is a schedule of events concerning the proposal process. Yakima County reserves the right to adjust the below schedule as needed:

<b>Event</b>	<b>Date</b>
Place Ad & Issue RFP	02/05/2026
Deadline for Receiving Questions	02/12/2026
Questions will be answered by	02/19/2026
Deadline for Submitting RFP	03/05/2026
RFP Opening	03/05/2026
Complete Evaluations and Issue Intent to Award by	03/31/2026

## SECTION 7: GENERAL PROVISIONS

**Advertisement of RFP:** The County will advertise the RFP in the Yakima Herald newspaper and on Purchasing's website at <https://www.yakimacounty.us/303/Purchasing-Department>.

**Questions and Comments:** Written questions and comments must be submitted electronically via the Public Purchase no later than the date specified on the eBidding System. Only written communications relative to the procurement shall be considered. Public Purchase is the only acceptable method for submission of questions. All questions will be answered in writing. The County will distribute questions and answers without identification of the inquirer(s) to all Proposers who are on record as having received this RFP, via Public Purchase. No oral communications can be relied upon for this RFP. Addenda will be issued addressing questions or comments that are determined by the County to cause a change to any part of this RFP.

**Communication:** Unless otherwise authorized herein, Proposers who are considering submitting a proposal in response to this RFP, or who submit a proposal in response to this RFP, are prohibited from communicating with County staff about this RFP from the date this RFP is issued until a contract is awarded or an intent to negotiate is signed by the Board of Yakima County Commissioners. This is to ensure objectivity and fairness to all parties seeking to submit a proposal in response to the Request for Proposals.

Individuals with questions should contact Yakima County Purchasing Manager at Raudel.iniguez@co.yakima.wa.us. **Contact with other County staff by a Proposer, directly or through a third-party, regarding this RFP is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Proposal and disqualification of the Proposer.**

**Proposal Submittal Instructions & Opening:** Electronic sealed Proposals will be accepted via PublicPurchase.com until the hour of 2:00:00 PM on March 5th, 2026. RFP submittals will be electronically opened shortly after 2:00:00 PM in Room 231, at the Yakima County Courthouse, 128 N. 2nd Street, Yakima WA 98901 for preliminary review.

Instructions to register with PublicPurchase.com and bid are available online at <https://www.yakimacounty.us/303/Purchasing-Department>.

Specifications may be obtained online at <https://www.yakimacounty.us/303/Purchasing-Department>, click on Bid Openings.

Proposals received after that time will not be considered.

**Familiarity with RFP:** All Proposers, by submitting proposals, agree that they have read and are familiar with the complete terms, conditions and specifications provided in this request for proposal ("RFP"), and will abide by the terms, conditions, and specifications thereof. This RFP is intended to result in a full responsive and comprehensive contract between Yakima County and Proposer.

**Exceptions to Proposal:** All proposal materials must clearly and with specificity, detail all deviations to the exact requirements imposed upon the Proposer by these specifications. Such deviations should be stated upon the Proposal or appended thereto.

**Addition/Deletion:** The County reserves the right to add or delete any items from this proposal or resulting award(s) when deemed in the best interest of the County.

**Acceptance and Rejection:** The County reserves the right (i) to reject any or all proposals, (ii) to waive irregularities, if any, and (iii) to accept the proposal or proposals which in the judgment of the County is in the best interest of Yakima County. The County may at its sole discretion decide to reject all proposals without awarding a contract.

**Proposal Submittal Costs:** All costs associated with proposal development in response to this RFP are the obligation of the Proposer and are not chargeable to the County. All responses and accompanying material will become the property of the County and, therefore, be considered a public record, which is open to review by the public.

**Time for Consideration:** Each Proposer warrants, by virtue of proposing, the prices quoted in submitted proposal will be good and not revocable by the Proposer for an evaluation period of ninety (90) days from the date of proposal opening unless otherwise stated. Proposers will not be allowed to modify their proposals after the opening date and time.

**Right to Publish:** Throughout the duration of the procurement process and contract term, Proposers must secure from the County written approval prior to the release of any information that pertains to the

potential work or activities covered by the procurement or the subsequent contract. Failure to adhere to this requirement may result in disqualification of a Proposer's proposal or termination of contract.

**Right to Waive Irregularities:** Yakima County reserves the right to waive irregularities if such a waiver is in the best interest of Yakima County. Yakima County also reserves the right to waive mandatory requirements provided all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise affect the procurement. The right is the sole discretion of Yakima County.

**Contract Terms and Conditions:** The County reserves the right to add terms to the final contract.

**Additional Terms and Conditions:** Any additional terms and conditions, which may be the subject of negotiation, will only be discussed between the County and the Proposer and shall not be deemed an opportunity to amend the Proposer's proposal. The Proposer may submit with the proposal a complete set of any additional terms and conditions, which the Proposer is requesting be included in an agreement negotiated with the County, although the County has the right to reject any such request.

**Insurance:** Include proof of the ability to obtain the required insurance, should your firm be awarded a contract. This can be accomplished in the form of a letter from your insurance company assuring that you can obtain a proper certificate of insurance per the limits listed below:

- a. **Industrial Insurance Act Waiver.** It is specifically and expressly understood that the Contractor waives any immunity that may be granted to it under the Washington State industrial insurance act, Title 51 RCW, solely for the purposes of this indemnification. Contractor's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers' compensation acts, disability benefit acts or any other benefits acts or programs. Contractor shall require that its subcontractors, and anyone directly or indirectly employed or hired by Contractor, and anyone for whose acts Contractor may be liable in connection with its performance of this Agreement, comply with the terms of this paragraph, waive any immunity granted under Title 51 RCW, and assume all potential liability for actions brought by their respective employees. The Parties acknowledge that they have mutually negotiated this waiver.
- b. Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the County, the Contractor's liability, including the duty and cost to defend, shall be only to the extent of the Contractor's negligence.
- c. Nothing contained in this Section or this Contract shall be construed to create a liability or a right of indemnification in any third party.

**Contractor's Liability Insurance:** At all times during performance of the Services and this Contract, Contractor shall secure and maintain in effect insurance to protect the County and Contractor from and against any and all claims, damages, losses, and expenses arising out of or resulting from the performance of this Contract. Contractor shall provide and maintain in force insurance in limits no less than that stated below, as applicable. The County reserves the right to require higher limits should it deem it necessary in the best interest of the public.

Contractor shall provide a Certificate of Insurance to the County as evidence of coverage for each of the policies and outlined herein. A copy of the additional insured endorsement attached to the policy shall be included with the certificate. This Certificate of insurance shall be provided to the County, prior to commencement of work.

Failure of County to demand such verification of coverage with these insurance requirements or failure of County to identify a deficiency from the insurance documentation provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

Contractor's insurance coverage shall be primary insurance with respect to those who are Additional Insureds under this Contract. Any insurance, self-insurance or insurance pool coverage maintained by the County shall be in excess of the Contractor's insurance and neither the County nor its insurance providers shall contribute to any settlements, defense costs, or other payments made by Contractor's insurance.

If at any time during the life of the (anticipated) Contract, or any extension, Contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the County to terminate the Contract.

The following insurance is required:

**a. Commercial Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance and additional insured endorsements as proof of commercial liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence, combined single limit bodily injury and property damage, and Five Million Dollars (\$5,000,000.00) general aggregate. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the Yakima County, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or

change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract.

**b. Automobile Liability Insurance**

Before this Contract is fully executed by the parties, Contractor shall provide the County with a certificate of insurance as proof of automobile liability insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per occurrence. If Contractor carries higher coverage limits, such limits shall be shown on the Certificate of Insurance and Endorsements and the County, its elected and appointed officials, employees, agents, attorneys and volunteers shall be named as additional insureds for such higher limits. The certificate shall clearly state who the provider is, the coverage amount, the policy number, and when the policy and provisions provided are in effect. Said policy shall be in effect for the duration of this Contract. The certificate of insurance and additional insured endorsements shall name the Yakima County, its elected and appointed officials, employees, agents, attorneys and volunteers as additional insureds, and shall contain a clause that the insurer will not cancel or change the insurance without first giving the County prior written notice. The insurance shall be with an insurance company or companies rated A-VII or higher in Best's Guide and admitted in the State of Washington. The requirements contained herein, as well as Yakima County's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this contract. The business auto liability shall include Hired and Non-Owned coverage if necessary.

**c. Employer's Liability (Stop Gap)**

Contractor and all subcontractor(s) shall at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable, and shall maintain Employer's Liability insurance with a limit of no less than \$1,000,000.00. The County shall not be held responsible in any way for claims filed by Contractor or its employees for services performed under the terms of this Contract. Contractor agrees to assume full liability for all claims arising from this Contract including claims resulting from negligent acts of all subcontractor(s). Contractor is responsible to ensure subcontractor(s) have insurance as needed. Failure of subcontractors(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

**d. Professional Liability**

The Contractor shall provide evidence of Professional Liability insurance covering professional errors and omissions if professional liability insurance is applicable to this type of agreement. Contractor shall provide the County with a certificate of insurance as proof of professional liability

insurance with a minimum liability limit of Two Million Dollars (\$2,000,000.00) per claim combined single limit bodily injury and property damage, another Two Million Dollars in the aggregate.

**Indemnification and Hold Harmless:** Contractor shall take all necessary precautions in performing the Services to prevent injury to persons or property. To the fullest extent of the law, the Contractor agrees to release, indemnify, defend, and hold harmless the County, its elected and appointed officials, officers, employees, agents, representatives, insurers, attorneys, and volunteers from all liabilities, losses, damages, and expenses related to all claims, suits, arbitration actions, investigations, and regulatory or other governmental proceedings arising from or in connection with this Agreement or the acts, failures to act, errors or omissions of the Contractor, or any Contractor's agent or subcontractor, in performance of this Agreement, except for claims caused by the County's sole negligence.

**Inspection and Production of Records:**

- a. The records relating to the Services shall, at all times, be subject to inspection by and with the approval of the County, but the making of (or failure or delay in making) such inspection or approval shall not relieve Contractor of responsibility for performance of the Services in accordance with this Contract, notwithstanding the County's knowledge of defective or non-complying performance, its substantiality or the ease of its discovery. Contractor shall provide the County sufficient, safe, and proper facilities, and/or send copies of the requested documents to the County. Contractor's records relating to the Services will be provided to the County upon the County's request.
- b. Contractor shall promptly furnish the County with such information and records which are related to the Services of this Contract as may be requested by the County. Until the expiration of six years after final payment of the compensation payable under this Contract, or for a longer period if required by law or by the Washington Secretary of State's record retention schedule, Contractor shall retain and provide the County access to (and the County shall have the right to examine, audit and copy) all of Contractor's books, documents, papers and records which are related to the Services performed by Contractor under this Contract.
- c. All records relating to Contractor's services under this Contract must be made available to the County, and the records relating to the Services are Yakima County records. They must be produced to third parties, if required pursuant to the Washington State Public Records Act, Chapter 42.56 RCW, or by any other law. All records relating to Contractor's services under this Contract must be retained by Contractor for the minimum period of time required pursuant to the Washington Secretary of State's records retention schedule.
- d. The terms of this section shall survive any expiration or termination of this Contract.

**Licenses:** Contractor shall have a valid and current business license as required by the Yakima Municipal Code covering this type of business and shall satisfy all applicable City Code provisions. Said license shall be obtained prior to the award of any contract. Inquiries as to fees, etc., should be made to the Office of Code Administration, telephone (509) 575-6126 or email [codes@yakimawa.gov](mailto:codes@yakimawa.gov).

In addition, Contractors are required to be registered by the State per Chapter 18.27 of the Revised Code of Washington and their registration number must be listed on the bid/quote.

**Public Disclosure:** Submittals received by the County in response to this solicitation become public records and are subject to Chapter 42.56 RCW, the Public Records Act. If requested, the documents will be released as required by law.

**Federal Suspension and Debarment Certification:** Federal Executive Order 12549 prohibits federal, state, and local public agencies receiving grant funding from contracting with individuals, organizations, or companies who have been excluded from participating in federal contracts or grants.

The purpose of this certification is for the Proposer to advise the County, in writing, of any current Federal Suspension and Debarment.

**Debarment Certification:** By signing and submitting a response to this competitive solicitation, I certify that this firm and its principals are not currently suspended or debarred by any Federal Department or Agency from participating in Federal Funded Contracts.

**Non-discrimination:** The Contractor shall not discriminate against any person on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, gender identity, pregnancy, veteran's status, political affiliation or belief, or the presence of any sensory, mental or physical disability in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et seq.).

## SECTION 8: GENERAL/SPECIAL TERMS AND CONDITIONS

The County intends to incorporate the following General Terms and Conditions into any contract negotiated as a result of this RFP. Failure of the successful Contractor to accept these terms and conditions in a contractual agreement may result in cancellation of the award.

**Provision of Services:** The Contractor shall provide the services set forth herein with all due skill, care, and diligence, in accordance with accepted industry practices, standards and legal requirements, and to the County's satisfaction; the County decision in that regard shall be final and conclusive. The County may inspect, observe and examine the performance of the services performed on the County premises at any time. The County may inspect, observe and examine the performance of Contractor's services at reasonable times, without notice, at any other premises.

If the County notifies the Contractor that any part of the services rendered are inadequate or in any way differ from the Contract requirements for any reason, other than as a result of the County's default or negligence, the Contractor shall, at its own expense, reschedule and perform the services correctly within such reasonable time as the County specifies. This remedy shall be in addition to any other remedies available to the County by law or in equity.

The Contractor shall be solely responsible for controlling the manner and means by which it and its Contracted Personnel or its subcontractors perform the services, and the Contractor shall observe, abide by, and perform all of its obligations in accordance with all legal requirements and County work rules.

**Contractor Compliance and Responsibility for Actions:** The Contractor shall at all times comply with and observe all federal, state and local laws, ordinances, and regulations that are in effect during the term of this Contract that may affect the Contractor's work or obligations hereunder.

The Contractor shall be solely responsible for its actions and those of its agents, employees, or subcontractors under this Contract, and neither the Contractor nor any of the foregoing parties has authority to act or speak on behalf of the County.

The Contractor shall:

1. Perform those tasks and deliver the services identified in this RFP and its response thereto.
2. Comply with all security and safety regulations in effect.
3. Assign, as needed, qualified personnel, agents or representatives to assist in fulfilling its performance under the Contract.
4. Appoint a Project Manager (the "Project Manager") for liaison and consultation with the County. The Project Manager shall have authority to make managerial and technical decisions concerning the services deliverable under the Contract.
5. Correct any errors in the services found by the County or the Contractor.
6. Perform work assignments at alternate locations as the need arises. These situations may include, but are not limited to, a pandemic, natural disaster or closings of County buildings. Under such circumstances, the County shall be required to promptly contact the Contracted Personnel involved and provide the details of the communication and instructions in a timely manner.

**Deviations and Exceptions:** Deviations and exceptions from original text, terms, conditions, or specifications shall be described fully, on the proposer's letterhead, signed, and attached to the request. In the absence of such statement, the proposal shall be accepted as in strict compliance with all terms, conditions, and specifications and the proposers shall be held liable.

**Acceptance-Rejection:** The County reserves the right to accept or reject any or all proposals, to waive any technicality in any proposal submitted, and to accept any part of a proposal as deemed to be in the best interests of the County.

*Proposals MUST be received on or before the date and time that the proposal is due.*

**Public Records Access:** Proposal openings are open to the public.

#### Public Records Access

It is the intention of the County to maintain an open and public process in the solicitation, submission, review, and approval of procurement activities. Proposal openings are public.

Proposers are advised that responses are subject to the Washington (Public Records) Open Records Law (RCW 42.56). Upon receipt, the proposals and associated materials shall be open for review by the public in accordance with Washington Open Records Law. By submitting a proposal, the proposing firm acknowledges and accepts that the full contents of the proposal and associated documents shall become open to public inspection.

#### Requests for Public Disclosure

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. All documents submitted in relation to this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the County (County) to post all RFP responses online and available to the public after the contract is signed.

**Proprietary Information:** Any restrictions on the use of data contained within a proposal, must be clearly stated in the proposal itself. Proprietary information submitted in response to a request will be handled in accordance with applicable County procurement regulations and the Washington State Public Disclosure Act (RCW 42.56 et seq.). Proprietary restrictions normally are not accepted. However, when accepted, it is the Proposer's responsibility to defend the determination in the event of an appeal or litigation.

1. Unless otherwise noted, data contained in a proposal, all documentation provided therein, and innovations developed as a result of the contracted commodities or services cannot be copyrighted or patented. All data, documentation, and innovations become the property of the County and thus open to public disclosure.

## 2. PROPRIETARY OR CONFIDENTIAL DESIGN INFORMATION

Washington State Public Disclosure Act (RCW 42.56 et seq.) requires public agencies in Washington to promptly make public records available for inspection and copying unless they fall within the specified exemptions contained in the Act, or are otherwise privileged. Documents submitted under this Specification shall be considered public records and, with limited exceptions, will be made available for inspection and copying by the public. It is the intent of the County to post all RFP responses online and available to the public after the contract is signed.

If the Proposer considers any submittal document to be protected from disclosure under the law, the Proposer shall clearly identify on the page(s) affected such words as "CONFIDENTIAL," "PROPRIETARY" or BUSINESS SECRET." The Proposer shall also submit an index with its submittal identifying the affected page number(s) and location(s) of all such identified material. **Marking the entire submittal as "confidential" or "proprietary" is not acceptable and is grounds to reject such submittal.** In addition, the required electronic copy shall have any perceived confidential materials segregated into a separate electronic file, as the main RFP proposal response may be automatically released upon contract signing without notification.

If a request is made for disclosure of such identified documents or portions thereof, the County will determine whether the material is exempt from public disclosure. The Proposer's position will not control as in Washington State, RCW 42.56 is a broadly construed mandate in favor of disclosure. At all times, the County will follow the laws.

## SECTION 9: DEFINITIONS

The following definitions of terms shall apply, unless otherwise indicated:

"Buyer" means the contact person listed on page 2 of this document.

"Contract" means written agreement between the "County" and the "Contractor" (or "Successful Proposer") that covers the delivery of work to be performed subsequent to this RFP.

"Contract Manager" means the individual in the Yakima County Purchasing Division (Buyer)responsible for managing this RFP and subsequent contractual issues.

"Contractor" means a proposer that is awarded a Contract under this RFP and its employees or other personnel (including officers, agents and subcontractors) provided by the Contractor to perform work under this Contract.

"County" means Yakima County, Washington, and more specifically Yakima County District Court and Contracted Municipal Courts and Probation Services.

"Project Manager" means the individual in/Yakima County Departments/Divisions and/or an

assigned individual from the Contractor responsible for administering day-to-day operational matters of the Contract.

“Proposal” means the complete response of a proposer submitted on the approved forms and setting forth the proposer’s prices for providing the services described in the RFP.

“Proposer” means any individual, company, corporation, or other entity that responds to this RFP.

“RFP” means Request for Proposal.

“SOW” means Statement of Work.

“Subcontractor” means any entity that enters into any agreement with the Contractor to fulfill the requirements and performance obligations of the Contract.

## SECTION 10: SUBMITTALS

Proposer response shall include the following required documentation:

- “Proposal Cover Sheet”
- “Proposal Questionnaire”
- “Proposer References”
- “Suspension and Debarment Certification”
- “Non-Collusion Affidavit” (NOTARIZED)

### **Additional Required Documents to be included with proposal:**

Any and all documents and information requested under *Section 5: Proposal Requirements* and the entirety of this document.

### ***The following forms are to be executed after the contract is awarded:***

- “Certificate of Insurance”
- “Services Agreement”

## Appendix A - Current Yakima County Benefit Plans

893 Benefit-eligible employees. The proposal is to provide coverage for 750 active employees and 100 retirees.

The following benefit plan details available at: [Benefits](#)

- Medical Coverage
  - Premera PPO
  - Premera CDHP
- Dental Coverage – 100% participation required across County
  - Delta Dental
    - PPO Classic
    - Delta Care
- Basic Life Insurance / AD&D from Symetra
  - Base coverage provided to all employees (paid by County) – 100% participation required across County
- Basic Long Term Disability Coverage from Symetra
  - Base coverage provided to most employees (paid by County) – 100% participation required by County

Retiree Coverage:

- LEOFF 1 Retirees (all Medicare eligible)
  - Premera
- Regular Retirees (Medicare eligible)
  - Premera

Coverage for following Voluntary benefits are also required:

- Term Life (Employee and / or Spouse and / or Child(ren))
- Accidental Death and Dismemberment (Employee and / or Spouse and / or Child(ren))
- Long Term Disability (Employee)
- Accident (Employee and / or Spouse and / or Child(ren))
- Critical Illness (Employee)
- Hospital Indemnity (Employee and / or Spouse and / or Child(ren))
- Legal Assistance
- Identity Theft (Employee and / or Family)
- Vision (Employee and / or Spouse and / or Child(ren))

PROPOSAL COVER SHEET

**CERTIFICATION**

I, the official named below, certify that I am duly authorized to legally bind the Offeror to the clause(s) listed below.

<i>Offeror Name (Printed)</i>		
<i>Corporate Address of Record</i>		
<i>By (Authorized Signature of Person with Authority to Obligate the Offeror Contractually)</i>		
<i>Federal Tax Identification Number</i>	<i>Unique Entity Identification Number (UEI)</i>	<i>Washington Secretary of State Business Registry Number</i>
<i>Printed Name</i>	<i>Title of Person Signing</i>	
<i>Date Signed</i>	<i>Telephone Number</i>	

PROPOSAL COVER SHEET

<i>Identify Name of Person Authorized to Negotiate the Contract on Behalf of Offeror</i>	<i>Identify Title of Person Authorized to Negotiate the Contract on Behalf of Offeror</i>	<i>Telephone Number</i> <i>Email Address</i>
<i>Identify Name of Person to be Contacted for Clarification of Proposal</i>	<i>Identify Title of Person Authorized to contact for clarification of Proposal</i>	<i>Telephone Number</i> <i>Email Address</i>

Offeror understands and accepts the requirements of this RFP. By Proposal submission, Offeror agree to be bound by the Contract terms and conditions.

Offeror acknowledges receipt of any and all Addenda to this RFP. All Addenda's will be posted on the County's e-bidding site [www.publicpurchase.com](http://www.publicpurchase.com).

## PROPOSER QUESTIONNAIRE

Page 1 of 4

**INSTRUCTIONS:** Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Proposer to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Proposal. **Failure to submit this form fully complete, may result in disqualification of Proposal.**

**PROPOSER INFORMATION**

Proposer's Legal Name: \_\_\_\_\_

Company's dba: (if applicable) \_\_\_\_\_

CEO/President

Name: \_\_\_\_\_

Business

License No. \_\_\_\_\_

UBI No. \_\_\_\_\_

Federal

EIN No. \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

**Name the person to contact for questions concerning this proposal.**

Name \_\_\_\_\_

Title \_\_\_\_\_

Phone ( ) \_\_\_\_\_

Toll Free Phone ( ) \_\_\_\_\_

FAX ( ) \_\_\_\_\_

E-Mail Address \_\_\_\_\_

Mailing Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

Physical Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_

Zip + 4 \_\_\_\_\_

**PROPOSER  
QUESTIONNAIRE**

Page 2 of 4

**PROPOSER:** \_\_\_\_\_

**OWNERSHIP**

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_  
\_\_\_\_\_

**FINANCIAL RESOURCES AND RESPONSIBILITY**

Within the previous five years, has your firm been the debtor of a bankruptcy? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

Is your firm in the process of or in negotiations toward being sold? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

Within the previous five years, has your firm been debarred from contracting with any local, state, or federal government contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

Within the previous five years, has your firm been determined to be a non-responsible bidder for a proposal for any government contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

Within the previous five years, has a governmental or private entity terminated your firm's contract prior to contract completion? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

Within the previous five years, has your firm used any subcontractor to perform work on a government contract when that subcontractor had been debarred by a governmental agency? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain:* \_\_\_\_\_

PROPOSER: \_\_\_\_\_

**PROPOSER  
QUESTIONNAIRE**

Page 3 of 4

**DISPUTES**

Within the previous five years, has your firm been the defendant in court on a matter related to any of the following?

• Payment to subcontractors? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

• Work performance on a contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Does your firm have any outstanding judgments pending against it? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has your firm been assessed liquidated damages on a contract? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Has your firm received notice of and/or in litigation about patent infringement for the product and/or service that your firm is offering to the county? Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

**COMPLIANCE**

Within the previous five years, has your firm or any of its owners, partners, or officers, been assessed penalties or found to have violated any laws, rules, or regulations enforced or administered by a governmental entity? *This does not include owners of stock if your firm is a publicly traded corporation.* Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

License(s) are required to perform the services sought by this solicitation. Within the previous five years, has your firm had any adverse action and/or suspension toward your license by a licensing agency or been found to have violated licensing laws? Yes: \_\_\_\_\_ No: \_\_\_\_\_

PROPOSER: \_\_\_\_\_

**PROPOSER  
QUESTIONNAIRE**

Page 4 of 4

*Please explain* \_\_\_\_\_

**BUSINESS INTEGRITY**

Is a governmental entity or public utility currently investigating your firm for false claims or material misrepresentations?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has a governmental entity or public utility determined your firm made a false claim or material misrepresentation?

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Within the previous five years, has your firm or any of its owners, partners or officers been convicted of a crime involving the bidding on a government contract, the awarding of a government contract, the performance of a government contract, or of a crime of fraud, theft, embezzlement, perjury, bribery? *This does not include Owners of stock if your firm is a publicly traded corporation.*

Yes: \_\_\_\_\_ No: \_\_\_\_\_

*Please explain* \_\_\_\_\_

Proposer: \_\_\_\_\_

## PROPOSER REFERENCES

1) Company Name: \_\_\_\_\_

Address (including Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contact Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Describe related experience with reference: \_\_\_\_\_

\_\_\_\_\_

2) Company Name: \_\_\_\_\_

Address (including Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contact Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Describe related experience with reference: \_\_\_\_\_

\_\_\_\_\_

3) Company Name: \_\_\_\_\_

Address (including Zip + 4): \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone No.: \_\_\_\_\_

Contact Title: \_\_\_\_\_ Email Address: \_\_\_\_\_

Describe related experience with reference: \_\_\_\_\_

\_\_\_\_\_

## SUSPENSION AND DEBARMENT CERTIFICATION

### **Certification Regarding Debarment and Suspension and Other Responsibility Matters -Primary Covered Transactions**

Non-federal entities are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180 and 2 CFR 200.213. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities.

(1) The prospective primary participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

---

Business Name

---

Names(s) and Title(s) of Authorized Representative(s)

---

Signature(s)

Date

### **Instructions for Certification**

1. By signing and submitting this form, the prospective primary participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective primary participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective primary participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective primary participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant are not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**NON-COLLUSION AFFIDAVIT (Fill out, NOTARIZE, and return with proposal)**

State of \_\_\_\_\_, County of \_\_\_\_\_

\_\_\_\_\_, being first duly sworn, deposes and says that:

- (1) (S)He is \_\_\_\_\_ (Owner, Partner, Officer, Representative, or Agent) of \_\_\_\_\_, the Respondent that has submitted the attached Response;
- (2) (S)He is fully informed respecting the preparation and contents of the attached Response and of all pertinent circumstances respecting such Response;
- (3) Such Response is genuine and is not a collusive or sham;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham respondent in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Respondent, firm, or person, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against any person interested in the proposed Contract.

(Signed) \_\_\_\_\_

Title \_\_\_\_\_

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_, 2026

Title \_\_\_\_\_

My commission expires: \_\_\_\_\_

**MUST BE SUBMITTED WITH PROPOSAL**

## CERTIFICATE OF INSURANCE EXAMPLE



### CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)

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

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

PRODUCER	CONTACT NAME	PHONE	FAX	EMAIL	INSURER(S) AFFORDING COVERAGE	NAME
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

NAME LNR	TYPE OF INSURANCE	ADDRESS (INSU. W/IN)	POLICY NUMBER	POLICY EFF. (MM/DD/YY)	POLICY EXP. (MM/DD/YY)	LIMITS	
						INSURER	INSURER
A	COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (S. AVERAGE)	\$ 2,000,000
	<input checked="" type="checkbox"/> \$1,000,000 SIR					MILD DPD (Any one person)	\$ Excluded
	<input checked="" type="checkbox"/> ECP					PERSONAL & ADV. INJURY	\$ 2,000,000
GENL AGGREGATE LMT APPLIES PER POLICY							
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO <input type="checkbox"/> JCT <input type="checkbox"/> HIC					GENERAL AGGREGATE	\$ 6,000,000	
OTHER:					PRODUCTS - COMPPROP ADD	\$ 2,000,000	
						\$	
AUTOMOBILE LIABILITY							
B	ANY AUTO					COMBINED SINGLE LIMIT PERSONAL INJURY	\$ 5,000,000
	<input checked="" type="checkbox"/> EXEMPT	<input type="checkbox"/> Hired AUTOS ONLY	<input type="checkbox"/> Non-Owned AUTOS ONLY			BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> AUTOS ONLY					BODILY INJURY (Per accident)	\$
UMBRELLA LIMIT							
C	<input checked="" type="checkbox"/> EXCLNS LIM	<input checked="" type="checkbox"/> OCCUR				EACH OCCURRENCE	\$ 10,000,000
	<input type="checkbox"/> EXCLNS LIM	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE	\$ 10,000,000
DD	<input checked="" type="checkbox"/> RETENTION \$ 10,000						
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED (Mandatory in WA)					<input checked="" type="checkbox"/> PER STATUTE	OTHR
	<input type="checkbox"/> EXCLNS LIM					EE. EACH ACC DENT	\$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES							
E	REGULAR OR SUBCONTRACTOR/FIDELITY					EE. DENTAL - EA EMPLOYEE	\$ 1,000,000
						EE. DISABILITY - POLICY LIMIT	\$ 1,000,000
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)							
RE: [REDACTED] Yakima County sites. The City of Yakima and the County of Yakima, its agent [REDACTED]ed volunteers, elected and appointed officials are included as additional insureds under general liability and automobile liability as required by written contract with the Named Insured. If required by the written contract or agreement with said additional insureds, this insurance shall be primary insurance to any other insurance available to said insured covering the same loss. Such other insurance available to said additional insureds shall be excess to and non-contributing to this insurance.							

CERTIFICATE HOLDER	CANCELLATION
[REDACTED]	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE	

ACORD 25 (2016/03)

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